

Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, October 4, 2022 10:08 PM
To: [REDACTED]
Subject: Award Banquet

[REDACTED]

Thanks again for including me the other night. It truly was an honor!

Please keep me in the loop as you move forward with the archiving/digitizing plan. We'd like to help out with a similar level contribution.

It's important that we send the message to the community that, as much as we see ourselves as the way of the future (so to speak), that taking pride in the community's heritage is a value we share.

Thanks,

Rob Kalbouss

Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, June 22, 2022 11:28 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: Thoroughbred Solar - Follow Up

[REDACTED],

I get to meet with a lot of folks all over the Midwest in this role, but I have to say that our meeting yesterday was one of the most memorable. Learning about the events of 1862 and the cast of characters was a pure joy for a history buff like me. You really made it come alive. I'm delighted for the opportunity to work with the Historical Society.

I've copied my colleague Erica who leads our Public Affairs team and will be directing Thoroughbred Solar's outreach in the area, as well as Ashley with whom I believe you and [REDACTED] are already acquainted. We look forward to continuing to discuss ways we can partner. The fundraising dinner sounds like a great idea for us to work together.

As I mentioned, we will plan to keep the Historical Society in the loop in the event there are unanticipated discoveries with historical significance during construction.

Please feel free to reach out if you have any questions or ideas for partnering!

All the best,

Rob Kalbouss

Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, October 4, 2022 8:58 AM
To: [REDACTED]
Subject: Follow Up

[REDACTED],

Great meeting you the other night at the Historical Society banquet.

I saw an email come brought with your contact info but it disappeared from my inbox.

Let's talk soon. I'd love to discuss the idea of developing a project near Louisville.

Rob Kalbouss
512.902.8837

Get [Outlook for iOS](#)

Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, November 1, 2022 1:02 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Letter of Support

[REDACTED]

We have seen a barrage of negative sentiment writing into our public case record. I would be grateful if you could help provide a little counterpoint.

We want to dispel the notion the false notion that is being put forward that this is a high-impact use of the land that is going to negatively impact the groundwater and karst systems. We also want to tout the benefit this brings to the community in terms of attracting businesses that want access to clean energy on the grid where they operate, as well as the potential tax windfall.

Would you be able to make some time to speak with one our Public Affairs consultants? Miranda (cc'd) can work with you to put together a draft and help get it submitted. Please let us know a good time for a call.

All the best,

Rob Kalbouss

Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, October 4, 2022 6:32 PM
To: [REDACTED]
Subject: Re: Follow Up

Can you send me a map (image, KMZ or other) indicating the MISO line you had in mind? I am going to start perusing real estate.

An RFP makes sense. We can begin development either way because ultimately there's robust market demand. I suppose "local electrons" would make any offer our offer more competitive when the time comes to talk turkey on an offtake deal.

Painting with broad strokes...a 50MW site like Thoroughbred will generate around 100,000 MWh annually (50 x 8760 x .23). Is that something the city could take down or works there need to be a C&I buyer to take the rest?

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Tuesday, October 4, 2022 9:52:52 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Follow Up

****External Email. Use caution before opening attachments or clicking links.****

Hi Rob

Yes. We should talk soon.

I spoke briefly with the Democratic candidate for mayor last night, [REDACTED], about getting together sometime after the election (if he wins) with a few others to talk about a utility-scale solar project. I would like you to be there if it happens. We would, of course, have to go through the RFP process for an actual contract, but your input at this time would be important. It's all just loose talk now, but I will keep you posted.

Thanks for your interest. I would like to visit your site as construction proceeds.

[REDACTED]

On Tue, Oct 4, 2022 at 8:58 AM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:
Sam,

Great meeting you the other night at the Historical Society banquet.

I saw an email come brought with your contact info but it disappeared from my inbox.

Let's talk soon. I'd love to discuss the idea of developing a project near Louisville.

Rob Kalbous
512.902.8837

Get [Outlook for iOS](#)

Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, November 30, 2022 11:58 AM
To: [REDACTED]
Subject: Re: Jan 11 Solar program

I would be delighted to present my standard deck which covers the 1) basic project details like time, money and infrastructure and 2) utility-scale solar 101 solar which illustrates the componentry and I explain how it fits into the overall site plan. Happy to take questions as I go.

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Wednesday, November 30, 2022 10:57:30 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Jan 11 Solar program

****External Email. Use caution before opening attachments or clicking links.****

He Rob

Thanks so much for the tour. [REDACTED] and I are on board with your project.

Here's an ask from us:

I belong to a group called REAL, the Renewable Energy Alliance of Louisville, that puts on a quarterly zoom program called REAL GOOD NEWS. Audience from 25-100, almost all Louisville. We would like you to speak at our 7pm January 11 zoom program, if you are able.

We'd like to know about:

- The size, design, and connection for the Hart County project
- The prospects for a similar project for Louisville

We try to keep it fairly informal. So yes, we want facts and figures, but this is not a senate hearing. People may have questions as you go. We can give you about a half hour or so, with Q and A.

We could learn a lot from you. This is not the Hart County crowd, but we are all interested in what's going on with the PSC at the state level.

Let me know if you want to talk about it: [REDACTED].

Thanks,
[REDACTED]

Orahood, Teresa

From: Rob Kalbouss
Sent: Monday, November 14, 2022 4:12 PM
To: [REDACTED]
Subject: RE: Solar Farm site visit

[REDACTED],
Very much appreciated!

I am going to be in the area Thursday and Friday. Let me know if you have some time to get together then. Alternatively, December 7 could also work.

[REDACTED], nice to meet you and thank you for your interest!

Thanks,

Rob Kalbouss
Sr. Development Manager
512.902.8837

From: [REDACTED]
Sent: Monday, November 14, 2022 3:10 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>; [REDACTED]
Subject: Solar Farm site visit

****External Email. Use caution before opening attachments or clicking links.****

Hi Rob:

We got a bunch of letters off for the Thorobred project in Hart County. I'm hoping that gets you through the siting process.

I am also pursuing a meeting (along with two others) with the mayor-elect of Louisville [REDACTED] concerning the utility-scale project I have been talking with you about. We will figure out a good time to bring you into the discussion.

Meanwhile, I'd like to take a look at the site in HJart County. I know there will not be much to see yet, but I'd like to get a feel for it. My friend, [REDACTED], lives nearby and would like to come by with me. No special trip, please, but when are you likely to be there?

I'm gone Dec 13 - 23, but available before or after then.

Hope to see you again soon,
[REDACTED]

Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, November 16, 2022 4:57 PM
To: [REDACTED]
Subject: Re: Solar Farm site visit

[REDACTED], let's go with 11am. I recommend that we meet at the coffee shop in Munfordville and then drive over together. Let me know if that works for you all.

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Wednesday, November 16, 2022 8:17:41 AM
To: [REDACTED]
Cc: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Solar Farm site visit

****External Email. Use caution before opening attachments or clicking links.****

Rob

We can be there Friday at 10 or 11am EST. what's best?

Also, well need directions!

See you Friday.

[REDACTED]

On Mon, Nov 14, 2022, 6:04 PM [REDACTED] wrote:

Hi Rob,
Nice to meet you too. I'm eager to learn more about this project!

[REDACTED]

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Monday, November 14, 2022 4:12 PM
To: [REDACTED]; [REDACTED]
Subject: RE: Solar Farm site visit

[REDACTED],

Very much appreciated!

I am going to be in the area Thursday and Friday. Let me know if you have some time to get together then. Alternatively, December 7 could also work.

Nancy, nice to meet you and thank you for your interest!

Thanks,

Rob Kalbouss

Sr. Development Manager

512.902.8837

From: [REDACTED]
Sent: Monday, November 14, 2022 3:10 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>; [REDACTED]
Subject: Solar Farm site visit

****External Email. Use caution before opening attachments or clicking links.****

Hi Rob:

We got a bunch of letters off for the Thoroughbred project in Hart County. I'm hoping that gets you through the siting process.

I am also pursuing a meeting (along with two others) with the mayor-elect of Louisville (Craig Greenberg) concerning the utility-scale project I have been talking with you about. We will figure out a good time to bring you into the discussion.

Meanwhile, I'd like to take a look at the site in Hart County. I know there will not be much to see yet, but I'd like to get a feel for it. My friend, [REDACTED], lives nearby and would like to come by with me. No special trip, please, but when are you likely to be there?

I'm gone Dec 13 - 23, but available before or after then.

Hope to see you again soon,

[REDACTED]

Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, November 16, 2022 2:14 PM
To: [REDACTED]
Subject: Re: Hart County solar farm project

[REDACTED], that's perfect. I'll see you there on Friday morning.

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Wednesday, November 16, 2022 2:02:04 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County solar farm project

****External Email. Use caution before opening attachments or clicking links.****

Hi Rob,

Yes Friday at 8:30 still works for me. How about the coffee shop in downtown Munfordville, The Brew House? Or if there is somewhere else that you'd prefer. I'm flexible.

[REDACTED]

On Wed, Nov 16, 2022 at 12:58 PM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:
Good Afternoon Ed,

I want to confirm that we are meeting Friday at 8:30am and please let me know where you'd like to meet.

Rob

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Monday, November 7, 2022 8:37 AM
To: [REDACTED]
Subject: Re: Hart County solar farm project

Okay, I'll meet you at 8:30am. Where would you like to meet?

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Monday, November 7, 2022 7:06:45 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County solar farm project

****External Email. Use caution before opening attachments or clicking links.****

Rob,

I can do the morning of the 18th.

— [REDACTED]

On Fri, Nov 4, 2022 at 10:40 AM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

Hi [REDACTED], I'll be available to meet on the morning of Nov 17 or 18. Please let me know if there's a particular time that works best.

Get [Outlook for iOS](#)

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>

Sent: Saturday, October 15, 2022 1:17:01 PM

To: [REDACTED]

Subject: Re: Hart County solar farm project

Thanks for reaching out again. I appreciate the invitation to meet. I'll be in town, early November. I'll give you a heads up before and we can find a convenient time and place to meet. I'm looking forward to sitting down to discuss your thoughts on how we can make this project something you and your neighbors will be proud to have in the community.

Rob

From: [REDACTED]

Sent: Wednesday, October 12, 2022 2:33 PM

To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>

Subject: Re: Hart County solar farm project

****External Email. Use caution before opening attachments or clicking links.****

Mr. Kalbouss—

I have logged complaints with various local government authorities and with the state siting board. There are other residents of the area who feel that Thoroughbred/Leeward has acted duplicitously and kept us out of the loop regarding things that will have significant impact on us, and are also raising objections.

The more case filing documents we read, the more concerned we become—from the “standard screening” landscaping plan for residences along L and N Turnpike near Rowletts (despite the stated intent to use standard screening where there no adjacent dwellings) to the projected noise levels to the very deceptive property value impact study. And, of course, the KRS regulation.

My door is always open and I look forward to discussing these matters with you in person.

On Sat, Oct 8, 2022 at 2:37 PM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

I understand that you're upset and I would be happy to sit down and talk to you about all of your concerns or discuss them over the phone. Regardless of how you feel, the door is always open for conversation. If there's a way to address any specific concerns you have that go beyond the measures we've already incorporated into the project design, I'm willing to discuss that too.

- Rob

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Saturday, October 8, 2022 3:16:24 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County solar farm project

You don't often get email from [REDACTED]. [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Mr. Kalblouss,

It's funny. Somebody would have been at the house (455 L and N Turnpike) at any point in that time period, nor did we receive any door hanger. Discussions with some of our surrounding neighbors showed that they were also unaware that any project was going forward. Why does a project that prides itself (per the pdf project outline on your website) on community engagement not have better communication with the people living in the middle of what is to be built?

The map included in the letter sent out (again, at a remarkably late date) shows our property effectively surrounded by project land. Combined with the KRS deviation issue, we are extremely concerned—for our property values, for noise and light pollution, for the scenery, for the wildlife, for the groundwater, and for the historical value of this land. I know these metrics matter little to large corporate balance sheets, but this where some of us live and work.

On Sat, Oct 8, 2022 at 1:55 PM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

[REDACTED],

Thank you for reaching out. We tried to meet with you in early April on a few visits but were unable to connect. You might have seen the door hanger with our contact information that was left behind.

The proposed facility is not planned to surround you on 3/4 sides. The only adjacent parcel to you where development is planned is to the south of your home, across L and N Turnpike.

We'd be happy to stop in to answer any questions you have, next time either my associate, Patrick, and/or I am in town. Please feel free to give me a call in the meantime.

All the best,

Rob Kalbouss

Sr. Development Manager

512.902.8837

From: [REDACTED]
Sent: Saturday, October 8, 2022 1:19 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Hart County solar farm project

You don't often get email from [REDACTED] [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Hey, sure is nice to plan to surround 3/4 of somebody's property with a solar farm and not notify them until less than a week before the application date! Nasty, nasty behavior. Don't think that the local residents whose property is adjacent to the proposed facilities haven't noticed Thoroughbred/Leeward's efforts to be granted a deviation from KRS 278.704(2). After all, how could you build on this land if you couldn't do it within 2000 feet of our homes?

I sincerely hope you fail,



Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, November 16, 2022 1:59 PM
To: [REDACTED]
Subject: Re: Hart County solar farm project

Good Afternoon [REDACTED],

I want to confirm that we are meeting Friday at 8:30am and please let me know where you'd like to meet.

Rob

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Monday, November 7, 2022 8:37 AM
To: [REDACTED]
Subject: Re: Hart County solar farm project

Okay, I'll meet you at 8:30am. Where would you like to meet?

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Monday, November 7, 2022 7:06:45 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County solar farm project

****External Email. Use caution before opening attachments or clicking links.****

Rob,

I can do the morning of the 18th.

[REDACTED]

On Fri, Nov 4, 2022 at 10:40 AM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

Hi [REDACTED], I'll be available to meet on the morning of Nov 17 or 18. Please let me know if there's a particular time that works best.

Get [Outlook for iOS](#)

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Saturday, October 15, 2022 1:17:01 PM
To: [REDACTED]

Subject: Re: Hart County solar farm project

Thanks for reaching out again. I appreciate the invitation to meet. I'll be in town, early November. I'll give you a heads up before and we can find a convenient time and place to meet. I'm looking forward to sitting down to discuss your thoughts on how we can make this project something you and your neighbors will be proud to have in the community.

Rob

From: [REDACTED]
Sent: Wednesday, October 12, 2022 2:33 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County solar farm project

****External Email. Use caution before opening attachments or clicking links.****

Mr. Kalbouss—

I have logged complaints with various local government authorities and with the state siting board. There are other residents of the area who feel that Thoroughbred/Leeward has acted duplicitously and kept us out of the loop regarding things that will have significant impact on us, and are also raising objections.

The more case filing documents we read, the more concerned we become—from the “standard screening” landscaping plan for residencies along L and N Turnpike near Rowletts (despite the stated intent to use standard screening where there no adjacent dwellings) to the projected noise levels to the very deceptive property value impact study. And, of course, the KRS regulation.

My door is always open and I look forward to discussing these matters with you in person.

— [REDACTED]

On Sat, Oct 8, 2022 at 2:37 PM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

I understand that you're upset and I would be happy to sit down and talk to you about all of your concerns or discuss them over the phone. Regardless of how you feel, the door is always open for conversation. If there's a way to address any specific concerns you have that go beyond the measures we've already incorporated into the project design, I'm willing to discuss that too.

- Rob

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Saturday, October 8, 2022 3:16:24 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County solar farm project

You don't often get email from [REDACTED] [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Mr. Kalblouss,

It's funny. Somebody would have been at the house (455 L and N Turnpike) at any point in that time period, nor did we receive any door hanger. Discussions with some of our surrounding neighbors showed that they were also unaware that any project was going forward. Why does a project that prides itself (per the pdf project outline on your website) on community engagement not have better communication with the people living in the middle of what is to be built?

The map included in the letter sent out (again, at a remarkably late date) shows our property effectively surrounded by project land. Combined with the KRS deviation issue, we are extremely concerned—for our property values, for noise and light pollution, for the scenery, for the wildlife, for the groundwater, and for the historical value of this land. I know these metrics matter little to large corporate balance sheets, but this where some of us live and work.

On Sat, Oct 8, 2022 at 1:55 PM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

[REDACTED],

Thank you for reaching out. We tried to meet with you in early April on a few visits but were unable to connect. You might have seen the door hanger with our contact information that was left behind.

The proposed facility is not planned to surround you on 3/4 sides. The only adjacent parcel to you where development is planned is to the south of your home, across L and N Turnpike.

We'd be happy to stop in to answer any questions you have, next time either my associate, Patrick, and/or I am in town. Please feel free to give me a call in the meantime.

All the best,

Rob Kalbouss

Sr. Development Manager

512.902.8837

From: [REDACTED]
Sent: Saturday, October 8, 2022 1:19 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Hart County solar farm project

You don't often get email from [REDACTED]

[Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Hey, sure is nice to plan to surround 3/4 of somebody's property with a solar farm and not notify them until less than a week before the application date! Nasty, nasty behavior. Don't think that the local residents whose property is adjacent to the proposed facilities haven't noticed Thoroughbred/Leeward's efforts to be granted a deviation from KRS 278.704(2). After all, how could you build on this land if you couldn't do it within 2000 feet of our homes?

I sincerely hope you fail,



Orahood, Teresa

From: Rob Kalbouss
Sent: Monday, November 7, 2022 8:38 AM
To: [REDACTED]
Subject: Re: Hart County solar farm project

Okay, I'll meet you at 8:30am. Where would you like to meet?

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Monday, November 7, 2022 7:06:45 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County solar farm project

****External Email. Use caution before opening attachments or clicking links.****

Rob,

I can do the morning of the 18th.

— [REDACTED]

On Fri, Nov 4, 2022 at 10:40 AM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:
Hi [REDACTED], I'll be available to meet on the morning of Nov 17 or 18. Please let me know if there's a particular time that works best.

Get [Outlook for iOS](#)

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Saturday, October 15, 2022 1:17:01 PM
To: [REDACTED]

Subject: Re: Hart County solar farm project

Thanks for reaching out again. I appreciate the invitation to meet. I'll be in town, early November. I'll give you a heads up before and we can find a convenient time and place to meet. I'm looking forward to sitting down to discuss your thoughts on how we can make this project something you and your neighbors will be proud to have in the community.

Rob

From: [REDACTED]
Sent: Wednesday, October 12, 2022 2:33 PM

To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>

Subject: Re: Hart County solar farm project

****External Email. Use caution before opening attachments or clicking links.****

Mr. Kalbouss—

I have logged complaints with various local government authorities and with the state siting board. There are other residents of the area who feel that Thoroughbred/Leeward has acted duplicitously and kept us out of the loop regarding things that will have significant impact on us, and are also raising objections.

The more case filing documents we read, the more concerned we become—from the “standard screening” landscaping plan for residencies along L and N Turnpike near Rowletts (despite the stated intent to use standard screening where there no adjacent dwellings) to the projected noise levels to the very deceptive property value impact study. And, of course, the KRS regulation.

My door is always open and I look forward to discussing these matters with you in person.

—■

On Sat, Oct 8, 2022 at 2:37 PM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

I understand that you're upset and I would be happy to sit down and talk to you about all of your concerns or discuss them over the phone. Regardless of how you feel, the door is always open for conversation. If there's a way to address any specific concerns you have that go beyond the measures we've already incorporated into the project design, I'm willing to discuss that too.

- Rob

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Saturday, October 8, 2022 3:16:24 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County solar farm project

You don't often get email from [REDACTED] [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Mr. Kalblouss,

It's funny. Somebody would have been at the house ([REDACTED]) at any point in that time period, nor did we receive any door hanger. Discussions with some of our surrounding neighbors showed that they were also unaware that any project was going forward. Why does a project that prides itself (per the pdf project outline on your website) on community engagement not have better communication with the people living in the middle of what is to be built?

The map included in the letter sent out (again, at a remarkably late date) shows our property effectively surrounded by project land. Combined with the KRS deviation issue, we are extremely concerned—for our property values, for noise and light pollution, for the scenery, for the wildlife, for the groundwater, and for the

historical value of this land. I know these metrics matter little to large corporate balance sheets, but this where some of us live and work.

On Sat, Oct 8, 2022 at 1:55 PM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

[REDACTED],

Thank you for reaching out. We tried to meet with you in early April on a few visits but were unable to connect. You might have seen the door hanger with our contact information that was left behind.

The proposed facility is not planned to surround you on 3/4 sides. The only adjacent parcel to you where development is planned is to the south of your home, across L and N Turnpike.

We'd be happy to stop in to answer any questions you have, next time either my associate, Patrick, and/or I am in town. Please feel free to give me a call in the meantime.

All the best,

Rob Kalbouss

Sr. Development Manager

512.902.8837

From: [REDACTED]
Sent: Saturday, October 8, 2022 1:19 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Hart County solar farm project

You don't often get email from [REDACTED] [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Hey, sure is nice to plan to surround 3/4 of somebody's property with a solar farm and not notify them until less than a week before the application date! Nasty, nasty behavior. Don't think that the local residents whose property is adjacent to the proposed facilities haven't noticed Thoroughbred/Leeward's efforts to be granted a deviation from KRS 278.704(2). After all, how could you build on this land if you couldn't do it within 2000 feet of our homes?

I sincerely hope you fail,



Orahood, Teresa

From: Rob Kalbouss
Sent: Friday, November 4, 2022 11:40 AM
To: [REDACTED]
Subject: Re: Hart County solar farm project

Hi [REDACTED], I'll be available to meet on the morning of Nov 17 or 18. Please let me know if there's a particular time that works best.

Get [Outlook for iOS](#)

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Saturday, October 15, 2022 1:17:01 PM
To: [REDACTED]
Subject: Re: Hart County solar farm project

Thanks for reaching out again. I appreciate the invitation to meet. I'll be in town, early November. I'll give you a heads up before and we can find a convenient time and place to meet. I'm looking forward to sitting down to discuss your thoughts on how we can make this project something you and your neighbors will be proud to have in the community.

Rob

From: [REDACTED]
Sent: Wednesday, October 12, 2022 2:33 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County solar farm project

****External Email. Use caution before opening attachments or clicking links.****

Mr. Kalbouss—

I have logged complaints with various local government authorities and with the state siting board. There are other residents of the area who feel that Thoroughbred/Leeward has acted duplicitously and kept us out of the loop regarding things that will have significant impact on us, and are also raising objections.

The more case filing documents we read, the more concerned we become—from the “standard screening” landscaping plan for residencies along L and N Turnpike near Rowletts (despite the stated intent to use standard screening where there no adjacent dwellings) to the projected noise levels to the very deceptive property value impact study. And, of course, the KRS regulation.

My door is always open and I look forward to discussing these matters with you in person.

— [REDACTED]

On Sat, Oct 8, 2022 at 2:37 PM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

I understand that you're upset and I would be happy to sit down and talk to you about all of your concerns or discuss them over the phone. Regardless of how you feel, the door is always open for conversation. If there's a way to address any specific concerns you have that go beyond the measures we've already incorporated into the project design, I'm willing to discuss that too.

- Rob

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Saturday, October 8, 2022 3:16:24 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County solar farm project

You don't often get email from [REDACTED] [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Mr. Kalblouss,

It's funny. Somebody would have been at the house ([REDACTED]) at any point in that time period, nor did we receive any door hanger. Discussions with some of our surrounding neighbors showed that they were also unaware that any project was going forward. Why does a project that prides itself (per the pdf project outline on your website) on community engagement not have better communication with the people living in the middle of what is to be built?

The map included in the letter sent out (again, at a remarkably late date) shows our property effectively surrounded by project land. Combined with the KRS deviation issue, we are extremely concerned—for our property values, for noise and light pollution, for the scenery, for the wildlife, for the groundwater, and for the historical value of this land. I know these metrics matter little to large corporate balance sheets, but this where some of us live and work.

On Sat, Oct 8, 2022 at 1:55 PM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

[REDACTED],

Thank you for reaching out. We tried to meet with you in early April on a few visits but were unable to connect. You might have seen the door hanger with our contact information that was left behind.

The proposed facility is not planned to surround you on 3/4 sides. The only adjacent parcel to you where development is planned is to the south of your home, across L and N Turnpike.

We'd be happy to stop in to answer any questions you have, next time either my associate, Patrick, and/or I am in town. Please feel free to give me a call in the meantime.

All the best,

Rob Kalbouss

Sr. Development Manager

512.902.8837

From: [REDACTED]
Sent: Saturday, October 8, 2022 1:19 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Hart County solar farm project

You don't often get email from [REDACTED]. [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Hey, sure is nice to plan to surround 3/4 of somebody's property with a solar farm and not notify them until less than a week before the application date! Nasty, nasty behavior. Don't think that the local residents whose property is adjacent to the proposed facilities haven't noticed Thoroughbred/Leeward's efforts to be granted a deviation from KRS 278.704(2). After all, how could you build on this land if you couldn't do it within 2000 feet of our homes?

I sincerely hope you fail,

■

Orahood, Teresa

From: Rob Kalbouss
Sent: Saturday, October 15, 2022 1:17 PM
To: [REDACTED]
Subject: Re: Hart County solar farm project

Thanks for reaching out again. I appreciate the invitation to meet. I'll be in town, early November. I'll give you a heads up before and we can find a convenient time and place to meet. I'm looking forward to sitting down to discuss your thoughts on how we can make this project something you and your neighbors will be proud to have in the community.

Rob

From: [REDACTED]
Sent: Wednesday, October 12, 2022 2:33 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County solar farm project

****External Email. Use caution before opening attachments or clicking links.****

Mr. Kalbouss—

I have logged complaints with various local government authorities and with the state siting board. There are other residents of the area who feel that Thoroughbred/Leeward has acted duplicitously and kept us out of the loop regarding things that will have significant impact on us, and are also raising objections.

The more case filing documents we read, the more concerned we become—from the “standard screening” landscaping plan for residences along L and N Turnpike near Rowletts (despite the stated intent to use standard screening where there no adjacent dwellings) to the projected noise levels to the very deceptive property value impact study. And, of course, the KRS regulation.

My door is always open and I look forward to discussing these matters with you in person.

— [REDACTED]

On Sat, Oct 8, 2022 at 2:37 PM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

I understand that you're upset and I would be happy to sit down and talk to you about all of your concerns or discuss them over the phone. Regardless of how you feel, the door is always open for conversation. If there's a way to address any specific concerns you have that go beyond the measures we've already incorporated into the project design, I'm willing to discuss that too.

- Rob

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Saturday, October 8, 2022 3:16:24 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County solar farm project

You don't often get email from [REDACTED] [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Mr. Kalbouss,

It's funny. Somebody would have been at the house ([REDACTED]) at any point in that time period, nor did we receive any door hanger. Discussions with some of our surrounding neighbors showed that they were also unaware that any project was going forward. Why does a project that prides itself (per the pdf project outline on your website) on community engagement not have better communication with the people living in the middle of what is to be built?

The map included in the letter sent out (again, at a remarkably late date) shows our property effectively surrounded by project land. Combined with the KRS deviation issue, we are extremely concerned—for our property values, for noise and light pollution, for the scenery, for the wildlife, for the groundwater, and for the historical value of this land. I know these metrics matter little to large corporate balance sheets, but this where some of us live and work.

On Sat, Oct 8, 2022 at 1:55 PM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

[REDACTED],

Thank you for reaching out. We tried to meet with you in early April on a few visits but were unable to connect. You might have seen the door hanger with our contact information that was left behind.

The proposed facility is not planned to surround you on 3/4 sides. The only adjacent parcel to you where development is planned is to the south of your home, across L and N Turnpike.

We'd be happy to stop in to answer any questions you have, next time either my associate, Patrick, and/or I am in town. Please feel free to give me a call in the meantime.

All the best,

Rob Kalbouss

Sr. Development Manager

512.902.8837

From: [REDACTED]
Sent: Saturday, October 8, 2022 1:19 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Hart County solar farm project

You don't often get email from [REDACTED] [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Hey, sure is nice to plan to surround 3/4 of somebody's property with a solar farm and not notify them until less than a week before the application date! Nasty, nasty behavior. Don't think that the local residents whose property is adjacent to the proposed facilities haven't noticed Thoroughbred/Leeward's efforts to be granted a deviation from KRS 278.704(2). After all, how could you build on this land if you couldn't do it within 2000 feet of our homes?

I sincerely hope you fail,

■

Orahood, Teresa

From: Rob Kalbouss
Sent: Saturday, October 8, 2022 3:37 PM
To: [REDACTED]
Subject: Re: Hart County solar farm project

I understand that you're upset and I would be happy to sit down and talk to you about all of your concerns or discuss them over the phone. Regardless of how you feel, the door is always open for conversation. If there's a way to address any specific concerns you have that go beyond the measures we've already incorporated into the project design, I'm willing to discuss that too.

- Rob

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Saturday, October 8, 2022 3:16:24 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County solar farm project

You don't often get email from [REDACTED] [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Mr. Kalbouss,

It's funny. Somebody would have been at the house ([REDACTED]) at any point in that time period, nor did we receive any door hanger. Discussions with some of our surrounding neighbors showed that they were also unaware that any project was going forward. Why does a project that prides itself (per the pdf project outline on your website) on community engagement not have better communication with the people living in the middle of what is to be built?

The map included in the letter sent out (again, at a remarkably late date) shows our property effectively surrounded by project land. Combined with the KRS deviation issue, we are extremely concerned—for our property values, for noise and light pollution, for the scenery, for the wildlife, for the groundwater, and for the historical value of this land. I know these metrics matter little to large corporate balance sheets, but this where some of us live and work.

On Sat, Oct 8, 2022 at 1:55 PM Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

[REDACTED],

Thank you for reaching out. We tried to meet with you in early April on a few visits but were unable to connect. You might have seen the door hanger with our contact information that was left behind.

The proposed facility is not planned to surround you on 3/4 sides. The only adjacent parcel to you where development is planned is to the south of your home, across L and N Turnpike.

We'd be happy to stop in to answer any questions you have, next time either my associate, Patrick, and/or I am in town. Please feel free to give me a call in the meantime.

All the best,

Rob Kalbouss

Sr. Development Manager

512.902.8837

From: [REDACTED]
Sent: Saturday, October 8, 2022 1:19 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Hart County solar farm project

You don't often get email from [REDACTED] [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Hey, sure is nice to plan to surround 3/4 of somebody's property with a solar farm and not notify them until less than a week before the application date! Nasty, nasty behavior. Don't think that the local residents whose property is adjacent to the proposed facilities haven't noticed Thoroughbred/Leeward's efforts to be granted a deviation from KRS 278.704(2). After all, how could you build on this land if you couldn't do it within 2000 feet of our homes?

I sincerely hope you fail,

■

Orahood, Teresa

From: Rob Kalbouss
Sent: Saturday, October 8, 2022 2:55 PM
To: [REDACTED]
Cc: Patrick Walsh
Subject: RE: Hart County solar farm project

[REDACTED]

Thank you for reaching out. We tried to meet with you in early April on a few visits but were unable to connect. You might have seen the door hanger with our contact information that was left behind.

The proposed facility is not planned to surround you on 3/4 sides. The only adjacent parcel to you where development is planned is to the south of your home, across L and N Turnpike.

We'd be happy to stop in to answer any questions you have, next time either my associate, Patrick, and/or I am in town. Please feel free to give me a call in the meantime.

All the best,

Rob Kalbouss
Sr. Development Manager
512.902.8837

From: [REDACTED]
Sent: Saturday, October 8, 2022 1:19 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Hart County solar farm project

You don't often get email from [REDACTED] [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Hey, sure is nice to plan to surround 3/4 of somebody's property with a solar farm and not notify them until less than a week before the application date! Nasty, nasty behavior. Don't think that the local residents whose property is adjacent to the proposed facilities haven't noticed Thoroughbred/Leeward's efforts to be granted a deviation from KRS 278.704(2). After all, how could you build on this land if you couldn't do it within 2000 feet of our homes?

I sincerely hope you fail,

[REDACTED]

Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, April 21, 2022 12:50 PM
To: [REDACTED]
Cc: [REDACTED] Alexandria Palmer
Subject: Cattleman's Sponsorship
Attachments: Form W-9.pdf

[REDACTED],

We met several months ago when I presented information on the solar project Leeward is developing in Hart County.

I am sponsoring a dinner tonight and hope to see you there. [REDACTED] directed me to you for a W-9 to process payment.

Thank you,

Rob Kalbouss - 512.902.8837

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					
or								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Orahood, Teresa

From: [REDACTED]
Sent: Friday, July 15, 2022 9:15 AM
To: Rob Kalbouss
Cc: [REDACTED]
Subject: Hart County Historical Society Fund raising dinner

You don't often get email from [REDACTED] [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

[REDACTED],
[REDACTED] had forwarded your email to me where you have generously offered to support our Annual Membership Banquet fundraising event. My name is [REDACTED] and I am on the board of directors for the Hart Count Historical Society and heading the Membership Banquet committee.

Your offer is very timely and very welcome. The Historic Society started in 1969 to collect artifacts of historic interests and to maintain genealogical records for Hart County. We are in the process of purchasing new technologies to archive our records on the Cloud and to make them accessible over the web. Our annual fundraiser will focus on our needs as well as to reach out to our community for continued and increased support.

This year we will be inviting our county judge, Joe Choate, the five magistrates, the mayors and council members of Horse Cave and Munfordville along with our state representative and senator, and the Hart County Industrial Authority. We are also inviting current and past members along with past board members.

We will also have attendees from other county organizations whom we partner with which includes: Hart County Tourism, Munfordville Tourism, the Hart County Chamber of Commerce and the Hart County Public Library.

As you can see, this will be the event of the year for Hart County and an excellent opportunity for the good will of your company to be seen and heard through your sponsorship.

Please feel free to contact me anytime. I will be happy to show you and anyone else from your company around the county.

Thank you in advance for your continued support,

[REDACTED]

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>

Sent: Wednesday, June 22, 2022 10:28:27 AM

To: [REDACTED]

Cc: [REDACTED]

Subject: Thoroughbred Solar - Follow Up



I get to meet with a lot of folks all over the Midwest in this role, but I have to say that our meeting yesterday was one of the most memorable. Learning about the events of 1862 and the cast of characters was a pure joy for a history buff like me. You really made it come alive. I'm delighted for the opportunity to work with the Historical Society.

I've copied my colleague Erica who leads our Public Affairs team and will be directing Thoroughbred Solar's outreach in the area, as well as Ashley with whom I believe you and Chris are already acquainted. We look forward to continuing to discuss ways we can partner. The fundraising dinner sounds like a great idea for us to work together.

As I mentioned, we will plan to keep the Historical Society in the loop in the event there are unanticipated discoveries with historical significance during construction.

Please feel free to reach out if you have any questions or ideas for partnering!

All the best,

Rob Kalbouss

Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, April 1, 2021 9:30 AM
To: [REDACTED]
Subject: Checking in

Good Morning [REDACTED], just checking in to see if we are ready to get this signed.

Rob

Get [Outlook for iOS](#)

Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, July 1, 2021 9:53 PM
To: [REDACTED]
Subject: Countersigned Solar Lease
Attachments: HART 01 Gardner David Traci Solar Lease Easement Agr 2021M05.pdf

Attached

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



SOLAR LEASE AND EASEMENT AGREEMENT

This **SOLAR LEASE AND EASEMENT AGREEMENT** (this "Agreement"), dated and effective on March 27, 2021 (the "Effective Date"), is made by and between DAVID A. AND TRACI A. GARDNER, HUSBAND AND WIFE ("Owner"), and LEEWARD RENEW ABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company ("Lessee"). Owner and Lessee are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Owner is the fee simple title owner of certain real property located in Hart County, Kentucky, being known as Hart County Assessor's Parcel No. 056-00-00-040.00 (the "Land"), consisting of 208.79 acres, more or less;
- B. Lessee wishes to develop on a portion of the Land, consisting of approximately 130 acres, as more particularly described and depicted in Exhibit B (the "Leased Premises"), a solar power electrical generation and/or energy storage facility (with all related infrastructure as described herein, the "Project"), and, if it so elects, to construct, operate, and maintain the Project; and
- C. Lessee desires to lease from Owner, and to enjoy associated easements and rights of way over, all or a portion of Leased Premises, and Owner desires to grant to Lessee the lease and easements rights described in this Agreement.

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

AGREEMENT

1. Defined Terms; Construction.

- (a) Definitions. Except as otherwise explicitly provided herein, when used in this Agreement, capitalized terms shall have the meanings ascribed to them in Exhibit A, or in the applicable Section of this Agreement to which reference is made in Exhibit A.
- (b) Rules of Construction. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires (i) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting any gender shall include all genders as the context requires; (ii) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (iii) the terms "hereof," "herein," "hereunder," "hereby," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iv) when a reference is made to a Section or Exhibit, such reference is to a Section or Exhibit of this Agreement unless otherwise specified; (v) the words "include," "includes," and "including" shall be deemed to be modified by the words "without limitation" or "including, but not limited to," unless otherwise specified; (vi) the use of the word "or" is not intended to be exclusive unless expressly indicated otherwise or the context so requires; (vii) the word "shall" shall be construed to have the same meaning and effect

of the word “will”; (viii) a reference to any Party to this Agreement or a Person party to any other agreement or document shall include such Party’s or Person’s successors and permitted assigns; and (ix) a reference to any Law means such Law as amended, modified, codified, replaced, or reenacted, from time to time, and all rules and regulations promulgated thereunder.

2. **Grant of Lease.** Beginning on the Effective Date and for the Lease and Easement Term, Owner leases to Lessee, and Lessee leases from Owner, the Leased Premises in accordance with the terms and conditions of this Agreement (“Lease”). The Lease grants Lessee and its agents, contractors, and employees the right to use the Leased Premises for the following permitted uses (collectively, the “Lease Rights”):

- (a) **Development Rights.** Lessee and its employees, agents, and contractors shall have the right to enter upon the Leased Premises and the right of ingress and egress over and across the Leased Premises for the purposes of (i) surveying the Leased Premises, (ii) performing such other tests and studies as Lessee may desire in connection with development of the Project, including environmental, avian, and cultural resource assessments, and geotechnical, foundation, and soil tests; provided that such activities do not unreasonably interfere with Owner’s use of the Leased Premises, and (iii) installing, maintaining, operating, inspecting, and removing one or more Weather Instruments (including the fencing of said Weather Instruments) and performing all tests and studies associated therewith. During the Development Term, Owner shall not permit any individual or entity other than Lessee (or its employees, agents, and contractors) to install any Weather Instruments on the Land or grant to any other party the right to develop any solar generation or energy storage facility on the Land.
- (b) **Construction Right.** Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove all or any part or component of the Improvements. Lessee may exercise its right to use all or any part of the Leased Premises when, as, and if Lessee deems it necessary or advisable to do so to perform the activities for which this right is granted, including staging areas and parking for Lessee’s employees, irrespective of whether such Improvements or staging areas are located, or are planned to be located, on the Leased Premises, subject to the provisions of Section 6(d) below.
- (c) **Access Right.** Lessee and its employees, agents, and contractors shall have unobstructed vehicular and pedestrian access and ingress to and egress from the Improvements, the Leased Premises, and any public roadways, and the right to construct, maintain, relocate, and utilize Roadway Improvements on the Leased Premises. Owner shall not permit others to obstruct or damage the roads or Roadway Improvements located on the Leased Premises or in any other way interfere with any rights granted in this Agreement. Lessee shall repair any damage done to Roadway Improvements that result from use by Lessee, its employees, agents, and contractors. Lessee shall maintain such roads in the condition necessary for use by Lessee’s equipment, and in the case of existing roads, in at least the condition that existed prior to Lessee’s use suitable for farm and ranch vehicles and equipment.
- (d) **Solar Panels Right.** Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Solar Panels and the appurtenant Collection Facilities, together with associated roads and parking areas on the Leased Premises.

- (e) Collection Facilities Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Collection Facilities on and under the Leased Premises.
- (f) Substation Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove one or more Substations on the Leased Premises.
- (g) Telecommunication Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Telecommunication Facilities on and under the Leased Premises.
- (h) Weather Instrument Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove a Weather Instrument and the appurtenant Collection Facilities on the Leased Premises.

3. **Grant of Easements**. Beginning on the Effective Date and for the Lease and Easement Term, Owner grants to Lessee, and Lessee accepts from Owner, the following easements over and across the Leased Premises (and if applicable, Owner's Adjacent Property (as such term is defined below)) in accordance with the terms and conditions of this Agreement. The following easements are for the benefit of Lessee and Lessee's agents, contractors, and employees and are collectively referred to as the "Easements," and the associated rights, the "Easement Rights":

- (a) Sun Non-Obstruction Easement. Owner grants to Lessee, and Lessee accepts from Owner, an irrevocable, exclusive easement for the right and privilege to use, maintain, and capture the free and unobstructed sunlight over and across the Leased Premises ("Non-Obstruction Easement"). Owner shall not engage in any activity or construct or permit to be constructed any structure on the Leased Premises or any other neighboring property owned or controlled by Owner (including, without limitation, the Land, "Owner's Adjacent Property") that might interfere with the solar irradiance or insolation over any portion of the Leased Premises; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Lessee's operation of the Project or exercise of any rights granted in this Agreement, including, without limitation, by the emission of suspended particulate matter, smoke, fog, steam, or other airborne impediments to insolation (collectively "Interference"). Notwithstanding the foregoing, Owner shall be permitted to construct on Owner's Adjacent Property any structure that has a height (including antennas or other projections) no greater than one-half of the distance between such structure and the Leased Premises. The grant of this Non-Obstruction Easement expressly includes the right of Lessee to enforce Lessee's rights, including the physical removal of trees or structures (except trees and structures existing as of the Effective Date unless otherwise agreed in writing by Owner) located on the Leased Premises and Owner's Adjacent Property causing Interference to the Project contemplated by Lessee. Lessee shall provide reasonable notice to Owner prior to making any such removals and shall remove any trees in a manner that prevents any regrowth.
- (b) Effects Easement. Owner grants to Lessee, and Lessee accepts from Owner, an easement over the Leased Premises and Owner's Adjacent Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project.

- (c) Transmission and Access Easement. Owner grants to Lessee, and Lessee accepts from Owner, (a) a non-exclusive fifty (50) foot wide easement above, on, under, over, across and through that part of the Land depicted on Exhibit B-1 hereto (the "Transmission Easement Area") in a location reasonably approved by Owner for the purposes of construction, maintenance, operation, removal, repair, and replacement of equipment for the transmission of electricity, including communication cables; electrical lines; trenches; wires; and appurtenant equipment ("Transmission Systems"); (b) a non-exclusive easement of access on, over, across and through the Transmission Easement Area for the purpose of ingress, egress and regress from and to the Transmission Systems and the Leased Premises; and (c) non-exclusive temporary work space easements not to exceed twenty-five (25) feet on either side of the Transmission Easement Area for the purpose of the construction, maintenance, removal, repair and replacement of the Transmission Systems from time to time.
- (d) Waiver of Setbacks. Subject to the other terms and conditions of this Agreement, Owner consents to Lessee's installation and operation of Improvements at any location upon the Leased Premises and/or the Transmission Easement Area, including at or near the property lines. If any private agreement or restriction, or any law, rule, or ordinance of any governmental agency, imposes setback requirements or otherwise restricts the location of any component of the Improvements on the Leased Premises or the Transmission Easement Area or along or near property lines of the Leased Premises or the Transmission Easement Area, Owner shall (at no out-of-pocket cost or expense to Owner) cooperate with and assist Lessee in Lessee's efforts to obtain waivers or variances from such requirements and shall execute all further documents evidencing Owner's agreement to the elimination of such setback requirements.

4. Lease and Easement Term. The Lease and Easement Term shall commence on the Effective Date.

- (a) Development Term. The "Development Term" component of the Lease and Easement Term shall commence on the Effective Date and shall continue to until (i) Lessee gives notice to Owner that it is entering the Construction Term (the "Construction Notice"; the date of such notice, if any, the "Construction Notice Date"), or(ii) the fifth anniversary of the Effective Date, whichever occurs first. If Lessee fails to give the Construction Notice prior to the expiration of the Development Term, this Agreement, and all rights of Lessee hereunder, shall automatically terminate.
- (b) Construction Term. The "Construction Term" component of the Lease and Easement Term, if any, shall commence on the Construction Notice Date, and shall continue until the first to occur of (i) Commercial Production, and (ii) the Outside Construction Date.
- (c) Production Term. The "Production Term" component of the Lease and Easement Term, if any, shall commence on the first to occur of (i) the first date of Commercial Production, or (ii) the Outside Construction Date, and shall continue for 30 years thereafter. Lessee shall provide Owner with written notice of the commencement of the Production Term within thirty (30) days following the date of such commencement, but the failure to provide notice of such date shall not affect Lessee's rights hereunder. For avoidance of doubt, a failure of the Project to achieve Commercial Production prior to the Outside Construction Date shall not be a default hereunder; rather, it shall only serve to inflect the term of this Agreement to the Production Term from the Construction Term.

- (d) Extended Production Terms. Lessee shall have the right to extend the Production Term for two consecutive terms of five years each in accordance with the terms and provisions of this Agreement (each, an “Extended Production Term”) by providing written notice to Owner of Lessee’s intent to so extend the Production Term by no later than 60 days prior to the end of the Production Term, or, if applicable, the initial Extended Production Term. Each Extended Production Term shall begin on the expiration date of the Production Term or the previous Extended Production Term, as applicable.
- (e) Delays During Lease and Easement Term. At Lessee’s option, any component of the Lease and Easement Term and the Outside Construction Date may be extended on a day-for-day basis for any period during which construction or operation of the Project, or the exercise of any other Lease Rights or Easement Rights, is delayed or suspended because of the occurrence of a Regulatory Suspension or Force Majeure; provided, however, that no such extension shall excuse Lessee’s obligations to make any payment to Owner required by this Agreement. The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure event, provided that: (i) the non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, but in no event later than 30 days thereafter, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; (iii) the non-performing Party uses good faith and commercially reasonable efforts to remedy its inability to perform; and (iv) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, each Party shall give prompt written notification thereof to the other Party.
- (f) Termination by Lessee / Reduction in Size of the Leased Premises. Provided Lessee is not in default under any term of this Agreement beyond any applicable notice and cure period, Lessee, at its option, shall have the right to terminate this Agreement at any time during the Lease and Easement Term, as to all or any part of the Lessee Property, which termination shall be effective upon providing written notice of such termination to Owner. If Lessee’s notice is a full termination of this Agreement as to all of Lessee Property, the Parties shall be relieved of all further duties and obligations under this Agreement, except for (i) payment of any accrued and unpaid obligations owed by either Party as of the date of termination; (ii) removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any partial termination by Lessee, the Parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof so terminated by Lessee, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of this Agreement. The Parties agree to execute an amendment to this Agreement evidencing such partial termination upon the request of Lessee.

5. **Payments**. Lessee agrees to pay Owner the amounts set forth in Exhibit C as consideration for the Lease, Easements, Lessee’s other rights and interests in the Leased Premises and the Transmission Easement Area and Lessee’s rights set forth in Sections 3(a) and 3(b) of this Agreement with respect to the Owner’s Adjacent Property.

6. **Improvements.**

- (a) **Rights of Lessee.** Lessee shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, repair, replace, relocate, and remove all facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials, and property of every kind and character necessary or desirable in the reasonable opinion of Lessee for the construction and operation of portions of the Project on the Leased Premises and the Transmission Easement Area, including the Solar Panels, Collection Facilities, Substations, Weather Instruments, Storage Facilities, and Roadway Improvements, together with related appurtenances (collectively, the "**Improvements**").
- (b) **Ownership of Improvements.** Except as otherwise provided in **Section 9(f)**, all Improvements shall at all times remain the property of Lessee, and Owner shall have no right, title, or interest therein. All Improvements constructed or placed on the Leased Premises or the Transmission Easement Area by Lessee during the Term may be repaired, replaced, relocated, removed, added to, or expanded upon by Lessee at any time during the Term. Owner expressly waives any statutory lien or common law liens on the Improvements to which Owner might be entitled.
- (c) **Construction Liens.** Lessee shall not permit any liens arising out of Lessee's use of Lessee Property under this Agreement to be filed against Owner's interest in the Leased Premises or the Land. Lessee shall, within 60 days after it receives notice of the lien, provide a bond or other security that Owner may reasonably request, or remove such lien from the Leased Premises or the Land in the manner provided by applicable law.
- (d) **Location of Improvements.** The net acreage required from the Leased Premises for the Improvements for which the Lease and Easements are being granted (and the ultimate location of such Improvements) cannot be determined until the completion of Lessee's inspection, testing, study, and surveying of the Leased Premises during the Development Term. Along with the Construction Notice, Lessee shall deliver to Owner a plan of development showing the contemplated locations of the Improvements and a calculation of the net acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as **Exhibit D** to this Agreement, and shall confer with Owner to minimize any interference with Owner's use of any of Owner's Adjacent Property or any of the Leased Premises that is not included in the Project; provided, Lessee shall have discretion as to the ultimate location of the Improvements. During the final development and construction of the Project, such locations may need to be amended in Lessee's discretion. Further, following construction, the Improvements may need to be relocated or rerouted by Lessee, which Lessee may perform at any time during the Term of this Agreement, so long as the nature and extent of any such relocated or rerouted Improvements are not materially different and impose no materially greater burden on the Leased Premises than the original locations or routes, and so long as Lessee takes commercially reasonable efforts to minimize disruption or inconvenience to Owner. Within 10 days following the request of Lessee from time to time, Owner shall enter into an amendment of this Agreement and/or any recorded memorandum hereof in order to more particularly describe the Lessee Property.

- (e) **Removal of Improvements.** Upon full or partial termination of any of the Lease Rights or Easements, Lessee shall remove all Improvements and restore the area formerly occupied by the Improvements to substantially the same physical condition that existed immediately before the construction of the Improvements to the extent reasonably practicable (the "Removal Obligations"). At Owner's request, all or any part of the Roadway Improvements may be left for use by Owner. Owner hereby grants Lessee all rights of access, including after full or partial termination of any of the Lease Rights or Easements, to fulfill the Removal Obligations. No later than the commencement of the Construction Term, Lessee shall post a bond or letter of credit with sufficient surety to pay for the cost of removal of the Improvements from Owner's land and to restore Owner's land to its pre-construction condition, net of the salvage value of the equipment to be removed, as determined by an independent equipment appraiser selected to the mutual satisfaction of Owner and Lessee; provided, however, that to the extent that any governmental authority requires a decommissioning or restoration bond, letter of credit, cash deposit, or other security to cover Lessee's removal and restoration obligations under this Agreement, then Lessee shall comply with the requirements of such governmental authority. Lessee's compliance with such governmental decommissioning and restoration requirements is agreed, and shall be deemed, by Owner to fulfill and replace all of Lessee's obligations of this Section 6(e).

7. **Ownership and Title Matters.** Owner warrants and represents to Lessee as follows:

- (a) **Authority.** Owner represents and warrants that it is the holder of fee simple title and is the sole owner of the Land and has the unrestricted right and authority to sign this Agreement and to grant Lessee the Lease and Easements and other rights granted in this Agreement. If Owner is an individual, Owner represents and warrants that either (i) Owner is unmarried or (ii) Owner's spouse has joined in the execution of this Lease, or (iii) Owner is married but dealing in his/her sole and separate property. When signed by both parties, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.
- (b) **Other Agreements.** The Leased Premises and the Transmission Easement Area are not subject to any other agreements, options, rights of first refusal or other prior right of any party to purchase, lease or acquire easements in the Leased Premises or the Transmission Easement Area, or create any prior claim or right that would preclude or interfere with Lessee's rights and interests under this Agreement and the Lease and Easements.
- (c) **Minerals.** Except to the extent disclosed by Owner to Lessee at the time of the execution of this Agreement by Owner, Owner owns all of the oil, gas and other minerals, and all rights thereto as on or under the Leased Premises and the Transmission Easement Area. Owner shall use its best efforts to help Lessee, if requested (at no out-of-pocket cost or expense to Owner), obtain from any mineral rights holder existing as of the date hereof (or any lessee or holder of a working interest, if applicable) (collectively, with any future holders of mineral rights, the "Subsurface Rights Holder") a commercially reasonable surface use waiver, surface use accommodation agreement, non-disturbance agreement, or other similar instrument. During the Development Term and Construction Term, Owner shall not grant to any prospective Subsurface Rights Holder any right to use the surface of the Leased Premises or the Transmission Easement Area without the prior written consent of Lessee, not to be unreasonably withheld, conditioned, or delayed. During the

Production Term, Owner may grant to Subsurface Rights Holders the right to use the surface of the Leased Premises or the Transmission Easement Area (excluding any Lessee Property), provided that such use does not interfere with Lessee's rights hereunder as determined by Lessee in the exercise of its reasonable discretion. In no event shall Owner grant to any future Subsurface Rights Holder any right to use the Leased Premises or the Transmission Easement Area in a manner that could reasonably be expected to result in loss of subjacent support to the Project.

- (d) Owner Mortgage. Except as disclosed by Owner to Lessee in writing at the time of the execution of this Agreement by Owner, there are no mortgages encumbering the Leased Premises or the Transmission Easement Area ("Owner Mortgage").
- (e) Notice and Opportunity to Cure. If there is an Owner Mortgage that encumbers the Leased Premises and/or the Transmission Easement Area and Owner receives from the holder thereof ("Owner Mortgagee") any notice that payments are overdue, Owner shall notify Lessee and each Lessee Mortgagee by sending a copy of such overdue payment notice to Lessee by the earlier of (i) five days after receipt, or (ii) three business days prior to the date by which a default under or in respect of such Owner Mortgage could occur. If Lessee or any Lessee Mortgagee determines that it would be in Lessee's interest to make such payments to Owner Mortgagee on Owner's behalf, whether as a result of receiving such notice or otherwise, Lessee shall have the right to make such payments and to credit the payments so made against the Annual Installment Payments until Lessee is fully reimbursed.
- (f) Subordination, Non-disturbance, and Attornment Agreement. If there is an Owner Mortgage that encumbers the Leased Premises and/or the Transmission Easement Area, Owner shall cooperate with Lessee to obtain a Subordination, Non-disturbance and Attornment Agreement ("SNDA") in the form prepared and provided by Lessee, from each Owner Mortgagee, pursuant to which such Owner Mortgagee agrees, among other things, not to disturb Lessee's possession and use of the Leased Premises or the Transmission Easement Area. Lessee shall, at its sole cost and expense, record each such SNDA in the Official Records. If Owner fails to deliver a SNDA from each Owner Mortgagee, Lessee may, at its sole option, either (i) terminate this Agreement immediately upon written notice to Owner, or (ii) take such action as Lessee deems reasonably necessary to effect the rights granted to Lessee hereunder (including, without limitation, paying off Owner's Mortgage in whole or in part), and off-set all amounts expended in such efforts against the Annual Installment Payments and any other amounts due or that may become due hereunder or in respect hereof.

8. **Representations and Warranties of Owner**. Owner hereby makes the following further representations and warranties:

- (a) Physical Condition. Owner has no knowledge of any existing physical conditions of the Leased Premises or the Transmission Easement Area which would prevent, significantly restrict, or make more expensive Lessee's development of the Leased Premises or the Transmission Easement Area for the purposes specified in this Agreement, or that could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

- (b) Legal Restrictions. Owner has no knowledge of any law, regulation, ordinance, or order of any local, state, or federal governmental authority that would prohibit or significantly restrict Lessee's development of the Leased Premises or the Transmission Easement Area pursuant to this Agreement. This Agreement does not violate any contract, agreement, instrument, judgment, or order to which Owner is a party or that affects the Leased Premises or the Transmission Easement Area. To the best of Owner's knowledge, the Leased Premises and the Transmission Easement Area are currently in full and complete compliance with all governmental laws, ordinances, orders, rules, and regulations applicable thereto.
- (c) No Litigation. No litigation is pending, and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Leased Premises or the Transmission Easement Area. If Owner learns of any litigation or administrative action proposed, threatened or instituted with respect to the Leased Premises and/or the Transmission Easement Area, Owner shall give Lessee notice within 30 days thereof.

9. **Use, Operation, and Maintenance**.

- (a) Exclusive Use by Lessee. Lessee shall have the exclusive right (i) to use and possess the Leased Premises in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to investigate, inspect, survey, and conduct tests of the Leased Premises and the Transmission Easement Area, including meteorological, environmental, archeological, and geotechnical tests and studies; (iii) to use and convert all of the sunlight resources on the Leased Premises and the Transmission Easement Area; and (iv) to undertake such other activities on the Leased Premises that may be related to the Project, including the storage of Solar Panels, materials, and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.
- (b) No Required Installation or Operation. Nothing in this Agreement shall be interpreted as imposing on Lessee any obligation to install Solar Panels or other Improvements on the Leased Premises, or to construct, install, or operate the Project on the Leased Premises. Lessee shall have the sole discretion to determine if and when any Solar Panels and other Improvements may be constructed on the Leased Premises, and if and when to commence the construction or operation of the Project on the Leased Premises.
- (c) Permits and Approvals. Lessee shall be responsible, at its sole cost and expense, for obtaining any governmental permits and approvals necessary for the construction and operation of the Project and the construction and operation of the Improvements. Owner shall cooperate, at no out-of-pocket cost or expense to Owner, with Lessee as necessary to obtain any governmental or utility approvals or permits, including signing any applications for such approvals.
- (d) Compliance with Laws. Lessee shall comply in all material respects with laws applicable to its use of the Leased Premises, the Transmission Easement Area and Lessee Property. Lessee shall have the right, in its sole discretion and at its sole expense, in Lessee's name, to contest the validity or applicability to the Leased Premises, the Transmission Easement Area and Lessee Property of any law, ordinance, statute, order, regulation, property assessment, or the like made by any governmental

agency or entity. Lessee shall control any such contest and Owner shall cooperate with Lessee in every reasonable way in such contest at no out-of-pocket cost or expense to Owner.

- (e) Care and Appearance. Lessee, in its exercise of the lease, easement, and other rights granted hereunder, shall, at all times, maintain the Leased Premises and the Improvements in a reasonably neat, clean, and presentable condition. Lessee shall not willfully damage or destroy the Leased Premises and shall keep the Leased Premises clean and free of debris created by Lessee, its contractors, or others brought on to the Leased Premises by Lessee. Lessee shall not use the Leased Premises for storage, except for materials, construction equipment, and vehicles directly associated with construction or maintenance of the Improvements on the Leased Premises or on adjacent or neighboring properties that are part of the Project.
- (f) Fences and Gates. Lessee shall consult with Owner as to the location of all fences, gates, and cattle guards that it intends to construct on the Leased Premises outside of the Lessee Property; provided, that Lessee shall have sole discretion as to the ultimate location of any fences, gates, and cattle guards necessary to safeguard the Project. At Owner's request, Lessee shall repair or replace any of Owner's fences, gates, or cattle guards on Owner's Adjacent Property damaged or removed in connection with Lessee's activities on the Leased Premises or the Transmission Easement Area. Fences removed from the Leased Premises, if replaced, shall be re-built by Lessee at its expense in mutually agreeable locations. All fence repair and construction of Owner's fences, gates, or cattle guards shall be substantially similar to the construction of fences and cattle guards that exist on the Leased Premises as of the Effective Date. Once completed, all replacement fences, gates, and cattle guards shall be owned and maintained by Owner. Upon abandonment or termination of the rights granted to Lessee in this Agreement, any fences, gates, and cattle guards installed by Lessee shall remain and become the property of Owner. To minimize the need for temporary fencing, Owner will cooperate with Lessee to avoid pasturing animals on or near the Improvements during periods of construction, maintenance, or removal activity by Lessee. Owner will discuss with Lessee what temporary fencing is necessary during the periods of construction, maintenance, or removal activity by Lessee.
- (g) Roadway Maintenance and Repairs. Lessee agrees to maintain and repair all Roadway Improvements located on Lessee Property; provided, however, Owner shall repair any damage or perform any special maintenance of the Roadway Improvements caused by Owner or any Person using the Roadway Improvements with Owner's permission, other than Lessee, or if Owner fails to repair such damage or perform such special maintenance within 30 days following written notice from Lessee specifying the damage to be repaired or the special maintenance required then Owner shall reimburse Lessee for any costs and expenses incurred by Lessee to repair any such damage or perform any such special maintenance and if Owner so fails to reimburse Lessee, Lessee shall have the right to setoff such costs and expenses against such amounts as may become due and payable by Lessee hereunder.
- (h) Conservation Reserve Program. If Owner is a party to a Conservation Reserve Program contract ("CRP Contract") with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410, Owner shall provide Lessee with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Lessee shall reimburse Owner for the penalties and interest, if any (including for any

past payments received by Owner that must be repaid by Owner), assessed by the U.S. Department of Agriculture as a result of the construction of the Improvements on the Leased Premises and the Transmission Easement Area. Owner shall cooperate with Lessee in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Improvements on the Leased Premises and the Transmission Easement Area covered by a CRP Contract.

(i) Damage to Landowner's Property.

- (i) Crop Damage; Cattle. The parties anticipate and acknowledge that, in the exercise of Lessee's construction rights granted under Section 2(b), Lessee may damage or destroy crops on the Leased Premises. If any of Owner's growing crops are materially damaged or destroyed as a result of such activities of Lessee during the Construction Term, then Lessee shall promptly pay to Owner an amount equal to the greater of (x) the actual out-of-pocket costs theretofore incurred by Owner in planting, irrigating, and fertilizing such growing crops in the applicable calendar year (excluding any and all capital expenditures, including, without limitation, the cost of cattle, farm equipment, or machinery), or (y) the fair market value of such growing crops in their condition prior to such damage, destruction, or removal as established by multiple peril crop insurance historic yields for the immediately preceding 10 years. In the event that any cattle owned by Owner are injured or die as a result of negligent acts or omissions of Lessee, its contractors or employees on the Owner's Adjacent Property, then Lessee shall pay to Owner an amount equal to the fair market value of such cattle within thirty (30) days following Lessee's receipt of reasonable evidence (i) that the death or injury was caused by the negligent acts or omissions of Lessee, its contractors or employees on the Owner's Adjacent Property, and (ii) of the fair market value of such cattle.

- (ii) Drain Tile or Irrigation System Damage. Prior to the commencement of the Construction Term, Owner shall provide Lessee with information regarding the location of any tile lines or irrigation systems that may be located on the Leased Premises or the Transmission Easement Area, including GPS coordinates if available. Lessee, in the exercise of its construction rights granted under Section 2(b), will take commercially reasonable steps to avoid damaging any such tile lines or irrigation systems on the Leased Premises. Lessee agrees to repair, replace, and/or reroute underground tile lines damaged during construction of the Project. Upon reasonable notice, Owner shall be given the opportunity to inspect the repair, replacement, or rerouting of tile or irrigation systems prior to being covered with topsoil.

10. Taxes.

- (a) Owner's Taxes. Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("Taxes") levied or assessed against the Land and all improvements thereon by governmental authorities, other than Lessee's Taxes referenced in Section 10(b) (Taxes, excepting Lessee's Taxes, "Owner's Taxes").

- (b) Lessee's Taxes. Subject to timely receipt from Owner and/or appropriate governmental agency of the relevant statement for Taxes pursuant to this Section 10(b), Lessee shall pay prior to delinquency any personal property Taxes on Improvements and/or any Taxes that were directly attributable to solar energy conversion equipment installed by Lessee and all increases (including any increases attributable to a change in the valuation from agricultural use) in the ad valorem property Taxes levied against the Leased Premises and/or the Transmission Easement Area that are assessed for the period from and after the date of this Agreement until the end of the Term hereof as a result of the installation of Lessee's Improvements and/or solar energy conversion equipment on the Leased Premises and/or the Transmission Easement Area ("Lessee's Taxes"). Lessee shall not be responsible for Taxes attributable to improvements installed by Owner or others on the Land or other Owner's Adjacent Property. Owner shall submit the annual statement for Taxes to Lessee within a reasonable time after the date Owner receives the statement from the taxing authority and in any event not less than 30 days prior to the date such Taxes are due and payable. In the event that Owner has been delinquent in payment of Owner's Taxes for a period of at least two years, Lessee may elect to have the statement for Taxes sent directly to Lessee. In such event, Lessee shall pay all Lessee's Taxes to the appropriate taxing authority prior to delinquency, and Owner shall pay to Lessee Owner's Taxes prior to delinquency (or Lessee may pay Owner's Taxes and offset such amount against the Annual Installment Payments). If Lessee receives such statement directly, Lessee shall submit a copy of the statement for Taxes to Owner within 30 days after the date Lessee receives the statement from the taxing authority. Any recapture liability associated with the change in use of the Leased Premises from agricultural use shall be paid by Lessee.
- (c) Failure to Pay. In the event either Party fails to pay their share of Taxes prior to delinquency, the other Party shall have the right to pay such Taxes and any accrued penalties or interest, which payments shall increase or be offset against other payments due under this Agreement.
- (d) Lessee's Right to Contest. Lessee may contest the legal validity or amount of any Lessee's Taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. With respect to any Lessee's Taxes which may constitute a lien on the Land, Lessee shall promptly pay such Taxes unless the proceeding in which it contests such Taxes shall operate to prevent or stay the collection of the Taxes so contested or unless Lessee removes any such lien by bonding or otherwise. Owner agrees to render to Lessee all reasonable assistance in contesting the validity or amount of any such Taxes, with the exception of Taxes levied by Owner, including joining in the signing of any reasonable protests or pleading which Lessee may deem advisable to file; provided, however, that Lessee shall reimburse Owner for its reasonable out-of-pocket expenses, including Attorneys' Fees, incurred in connection with providing such assistance.

11. **Mortgage of Lessee Property.**

- (a) Right to Mortgage. Lessee may, without requiring Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement and Lessee Property. These various security interests in all or a part of this Agreement and Lessee Property are collectively referred to as a "Lessee Mortgage" and holder of such security interest, a "Lessee

Mortgagee". Any Lessee Mortgagee shall use Lessee Property only for the uses permitted under this Agreement. Whenever Lessee has granted a security interest under this Section 11, it will give Owner notice of the Lessee Mortgage (including the name and address of the Lessee Mortgagee for notice purposes) to Owner within 30 days; provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner to provide such Lessee Mortgage notice until the Lessee and its address is given to Owner.

- (b) Notice of Default and Opportunity to Cure. As a precondition to exercising any rights or remedies related to any alleged default by Lessee under this Agreement, Owner shall give written notice of the default to each Lessee Mortgagee at the same time it delivers notice of default to Lessee, specifying in detail the alleged event of default and the required remedy. Each Lessee Mortgagee or its designee shall have the right, but not the obligation, to cure any default as Lessee, and/or the right, but not the obligation, to remove any Improvements or other property owned by Lessee or such Lessee Mortgagee located on the Leased Premises and/or the Transmission Easement Area to the same extent as Lessee. The cure period for any Lessee Mortgagee shall be the later of (i) the end of the Lessee cure period under Section 16; (ii) 30 days after such Lessee Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 11(c). Failure by Owner to give a Lessee Mortgagee notice of default shall not diminish Owner's rights against Lessee, but shall preserve all rights of the Lessee Mortgagee or its designee to cure any default and to remove any Improvements or other property of Lessee or the Lessee Mortgagee located on the Leased Premises and/or the Transmission Easement Area.
- (c) Extended Cure Period. If any default by Lessee under this Agreement cannot be cured without the Lessee Mortgagee obtaining possession of all or part of Lessee Property, then any such default shall be deemed remedied if a Lessee Mortgagee: (i) within 60 days after receiving notice from Owner as set forth in Section 11(b), acquires possession of all or part of Lessee Property, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of Lessee Property performs all other obligations as and when the same are due in accordance with the terms of this Agreement (provided, however, that the Lessee Mortgagee will not be responsible to cure any outstanding defaults by Lessee that are not reasonably susceptible of cure). If a Lessee Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the 60-day period specified above for commencing proceedings shall be extended for the period of such prohibition.
- (d) Lessee Mortgagee Liability. Any Lessee Mortgagee whose interest in Lessee Property is held solely for security purposes, shall have no obligation or liability under this Agreement unless and until the Lessee Mortgagee succeeds to absolute title to Lessee Property and the rights of Lessee under this Agreement. Any Lessee Mortgagee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such absolute title.
- (e) Certificates. Within 20 days of Lessee's request as required in connection with any financing or refinancing of the Project or any proposed sale of the Project from time to time, Owner shall execute any estoppel certificates (certifying as to truthful matters, including that no default then exists under this Agreement, if such be the case),

consents to assignment and non-disturbance agreements as Lessee or any Mortgagee may reasonably request from time to time. Owner's failure to execute and return any requested estoppel certificate within such 20-day period shall be deemed confirmation by Owner of the truthfulness of the statements contain in such estoppel certificate. The Parties shall negotiate in good faith any amendment to this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Lessee Mortgagee to implement the provisions contained in this Agreement or to preserve a Lessee Mortgagee's security interest.

- (f) Lessee Mortgagee's Right to Enforce Mortgage and Assign. Each Lessee Mortgagee shall have the right, in its sole discretion: (i) to assign its Lessee Mortgage; (ii) to enforce its lien and acquire title to all or any portion of Lessee Property by any lawful means; (iii) to take possession of and operate all or any portion of Lessee Property and to perform all obligations to be performed by Lessee under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of Lessee Property by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer all or any portion of the Lessee rights under this Agreement to a third party in accordance with Section 12. Any Lessee Mortgagee or other party who acquires Lessee's interest in all or a portion of Lessee Property pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Agreement.

(g) New Lease and Easement Agreement.

- (i) If Lessee Property is foreclosed upon or there is an assignment in lieu of foreclosure, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, or if this Agreement terminates for any other reason, and, within 90 days after such event, Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Owner to cure any material defaults under this Agreement that are reasonably susceptible of cure, and for the payment of all Annual Installment Payments or other charges due and payable by Lessee as of the date of such event, then Owner shall execute and deliver to Lessee or such Lessee Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new lease and easement agreement ("New Agreement") which (A) shall be for a term equal to the remainder of the Term of this Agreement before giving effect to such rejection or termination; (B) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of this Agreement); and (C) shall include that portion of Lessee Property in which Lessee or such other Lessee Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination.
- (ii) If more than one Lessee Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the Lessee Mortgagee requesting such New Agreement whose Lessee Mortgage is prior in time (unless the priority of such Lessee Mortgages is otherwise altered by any recorded instrument), and the written request of any other Lessee Mortgagee whose lien is subordinate shall be void and of no

further force or effect. The provisions of this Section 11 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 11 were a separate and independent contract made by Owner, Lessee and each Lessee Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such New Agreement, such Lessee Mortgagee or other purchaser at a foreclosure sale may use and enjoy Lessee Property without hindrance by Owner or any Person claiming by, through or under Owner; provided that all of the conditions for the New Agreement as set forth above are complied with.

- (h) Lessee Mortgagee's Consent to Amendment, Termination, or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as any Lessee Mortgage remains outstanding, this Agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation, or release of all or any part of Lessee Property from Lessee, prior to expiration of the Term of this Agreement, without the prior written consent of the Lessee Mortgagee holding such Lessee Mortgage. This provision is for the express benefit of and shall be enforceable by each Lessee Mortgagee as if it were a party named in this Agreement.

12. **Assignment and Sublease.** Lessee shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of this Agreement or the Lessee Property, on either an exclusive or a non-exclusive basis, or to grant sub-easements, co-easements, easements, licenses, or similar rights with respect to the Lessee Property (collectively, "Assignment"), to one or more Persons, which may include a Transmission Service Provider (each such Person, an "Assignee"). Each Assignee shall use the Lessee Property only for the uses permitted under this Agreement. When Lessee makes any Assignment under this Section 12, Lessee shall give written notice to Owner of such Assignment (including the interest conveyed by the Assignment and address of the Assignee for notice purposes) to Owner; provided, Lessee's failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such Assignment or conveyance until such notice is given. Owner shall notify Lessee promptly upon Owner's transfer of its fee title interest in and to the Owner's Adjacent Property, and Lessee shall be entitled to pay any amounts payable to hereunder to the prior title holder until such time as such notice is received. Owner shall not have the right to transfer its interest in and to this Agreement (including, without limitation, its right to receive payment hereunder) separate and apart from its fee interest in and to the Leased Premises and any such transfer or attempted transfer shall be void *ab initio*.

13. **Hazardous Materials; Environmental Laws.**

- (a) Owner's Representations and Warranties. Owner represents and warrants that, to the best of Owner's knowledge, the Leased Premises and the Transmission Easement Area are not and has not been in violation of any Environmental Laws, and Owner has not received any notice or other communication from any governmental authorities alleging that the Leased Premises or the Transmission Easement Area are in violation of any Environmental Laws. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Leased Premises or the Transmission Easement Area, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Leased Premises or the Transmission Easement Area. Owner warrants

that Owner has done nothing to contaminate Leased Premises or the Transmission Easement Area with Hazardous Materials or wastes.

- (b) Owner's Covenants. Owner shall not violate any Environmental Law in, on, or under the Leased Premises or the Transmission Easement Area.
- (c) Owner's Indemnity Regarding Hazardous Materials. Owner shall indemnify, defend, protect, and hold Lessee harmless from any Claims based on (i) any violation of Environmental Laws related to the Leased Premises or the Transmission Easement Area that exists as of the Effective Date, (ii) any violation by Owner or its employees, agents, or contractors of Environmental Laws, including the release of Hazardous Materials in, on, under, or about the Leased Premises and/or the Transmission Easement Area, that occurs after the Effective Date. The indemnity obligations set forth herein shall survive termination of this Agreement.
- (d) Lessee's Covenants. Lessee shall, at Lessee's sole cost and expense, promptly take removal or remedial action required by Environmental Law regarding any Hazardous Materials brought onto the Leased Premises or the Transmission Easement Area by Lessee or its employees, agents, or contractors. Owner shall cooperate with Lessee regarding any scheduling or access to the Leased Premises or the Transmission Easement Area in connection with any action required hereunder.
- (e) Lessee's Indemnity Regarding Hazardous Materials. Lessee shall indemnify, defend, protect, and hold Owner harmless from any Claims based on (i) the violation by Lessee or its employees, agents, or contractors of any Environmental Law, or (ii) the release of Hazardous Materials in, on, under, or about the Leased Premises or the Transmission Easement Area caused by Lessee or its employees, agents, or contractors. The indemnity obligations set forth herein shall survive termination of this Agreement.

14. **Insurance and Indemnity.**

- (a) Lessee Insurance. At all times during the Term, Lessee shall maintain in effect (i) Commercial General Liability Insurance, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and (ii) Umbrella Liability Insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate. Lessee may meet these minimum insurance requirements with any combination of primary, excess, or self-insurance. Upon a written request by Owner, Lessee shall name Owner as additional insured on such insurance policy and provide Owner with a certificate of such insurance or, if applicable, a letter of self-insurance.
- (b) Indemnity by Lessee. Lessee shall defend, indemnify, protect, and hold harmless Owner from and against all third party Claims that may be incurred, or that may be asserted against, Owner or the Leased Premises resulting from the negligence, willful misconduct, or breach of this Agreement by Lessee, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Owner, its agents, contractors or employees, invitees, licensees, or permittees.
- (c) Indemnity by Owner. Owner shall defend, indemnify, protect, and hold harmless Lessee from and against all third party Claims that may be incurred, or that may be

asserted against, Lessee or Lessee Property resulting from the negligence, willful misconduct, or breach of this Agreement by Owner, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Lessee, its agents, contractors or employees, invitees, licensees, or permittees.

(d) Survival. The obligations of the Parties under this Section 14 shall survive expiration or other termination of this Agreement.

15. Confidentiality. This Agreement includes confidential and proprietary information relating to Lessee and the Project. Owner agrees not to provide copies of this Agreement or disclose the terms of this Agreement to any unauthorized Person. Lessee authorizes Owner to provide copies of this Agreement and disclose its terms to Owner's family (with "family" being deemed to include all devisees or descendants of owner by will or intestacy), attorney, accountant, financial advisor, and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Owner and for no other purpose, so long as such authorized Persons either (a) agree in writing to become subject to the confidentiality provisions hereto and not to provide copies of this Agreement or disclose the terms thereof to any unauthorized Person, or (b) are otherwise required to keep such matters confidential. Owner shall, and shall cause such authorized Persons to, return all material containing any confidential information to Lessee immediately upon its request. Owner shall, and shall cause such authorized Persons to, destroy immediately upon request by Lessee such analyses, compilation, studies, or other documents, and any oral information will continue to be subject to the terms of this Agreement. Owner agrees that Lessee will have no adequate remedy at law if any Person violates any of the terms of this Agreement. In such event Lessee will have the right, in addition to any other rights Lessee may have, to obtain injunctive relief to restrain any breach or threatened breach by third party or specific enforcement of such terms plus reimbursement of Attorneys' Fees. Except as contemplated by the memorandum of lease described in Section 19(b), neither Party shall publish, file for public record, reproduce, or otherwise disseminate this Agreement or any of the terms and provisions hereof to any party, other than such authorized Persons set forth above, without the prior written consent of Lessee, which consent may be withheld for any reason and in Lessee's sole discretion.

16. Default and Remedies.

(a) Lessee Payment Default. If Lessee shall fail to pay any amounts due as set forth in Exhibit C, which failure continues for more than 30 days from receipt of written notice from Owner that such amount is due, then Lessee shall be in default ("Lessee Payment Default") and Owner shall have the following remedies:

(i) Collection of Payments. With or without terminating this Agreement, Owner may file a lawsuit against Lessee to collect any unpaid amounts set forth in Exhibit C together with interest thereon that accrues during the continuance of the Lessee Payment Default, calculated at a rate ("Default Rate") equal to the lesser of (i) 10% per annum, or (ii) the maximum lawful rate.

(ii) Terminate Agreement. Owner may not terminate this Agreement because of any Lessee Payment Default without first giving Lessee written notice of its intention to terminate this Agreement ("Termination Notice"), to be effective on a date to be specified by Owner that is at least 30 days after the date of the Termination Notice. If, by the date specified in the Termination Notice, Lessee fails to pay the amount required to cure the Lessee Payment

Default (including interest at the Default Rate that accrues during the continuance of the Lessee Payment Default), Owner's termination of this Agreement shall become effective on the date specified in the Termination Notice. Upon such termination, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination (including the amount owed by Lessee with respect to the Lessee Payment Default and interest payable with respect thereto); (ii) the removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Owner's right to terminate this Agreement pursuant to this Section 16(a)(ii) is subject to and conditioned upon Owner giving any Lessee Mortgagee written notice and opportunity to cure the Lessee Payment Default as provided in Section 11(b).

- (iii) Other Lessee Default. Subject to the cure rights of any Lessee Mortgagee under Section 11, Lessee shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement other than a Lessee Payment Default as set forth in Section 16(a) and shall not cure such default within 30 days after receiving notice thereof from Owner (or if such default cannot be cured through the exercise of reasonable diligence within such 30-day period, if Lessee fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) ("Other Lessee Default"). The occurrence of any Other Lessee Default may only result in a cause of action by Owner under applicable law and, other than as set forth in this Section 16(a), Owner hereby waives all other rights it may have, in law or in equity, to terminate this Agreement prior to the expiration of the Term. In the event of any such Other Lessee Default, Owner shall, at least 30 days prior to commencing any cause of action, give written notice of the cause of such Other Lessee Default to Lessee, and any Lessee Mortgagee (of which it has been notified in writing) concurrently, specifying in detail the alleged event of such Other Lessee Default and the required remedy. If Lessee does not cure or commence curing such Other Lessee Default within 30 days of receipt of notice, the Lessee Mortgagee or its designee shall have the absolute right, but not the obligation, to substitute itself for Lessee and perform the duties of Lessee hereunder for the purposes of curing such Other Lessee Default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Lessee Mortgagee or its designee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises and/or the Transmission Easement Area to complete such performance with all the rights, privileges and obligations of Lessee hereunder. Owner may cure any Other Lessee Default after Lessee's cure period has expired. If Owner at any time by reason of any Other Lessee Default, pays any sum or performs any act that requires the payment of any sum, the sum paid by Owner shall be due immediately from Lessee to Owner, together with interest on such sum calculated at the Default Rate.
- (b) Owner Default. Owner shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within 30 days after receiving notice thereof from Lessee (or if such default cannot be

cured through the exercise of reasonable diligence within such 30-day period, if Owner fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) (“Owner Default”). Upon the occurrence of an Owner Default, Lessee shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) the right, but not the obligation, to cure such Owner Default, and the cost expended or incurred by Lessee to cure same shall be offset against the next payment or payments due under this Agreement by Lessee to Owner; (ii) terminate this Agreement without being liable for prosecution or any claim of damages therefor; and (iii) pursue any and all other action or remedies that may be available to Lessee at law or in equity, including all loss or damage which Lessee may suffer by reason of a termination of this Agreement.

17. **Condemnation.**

- (a) **Complete Taking.** If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of Lessee Property, or all of the Improvements thereon, for any public use or otherwise, then the interests and obligations of Lessee under this Agreement in or affecting Lessee Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of Lessee Property or the Improvements thereon, (ii) the date that Lessee is, in its sole judgment, no longer able or permitted to operate the Project on Lessee Property in a commercially viable manner, or (iii) the date of the condemnation judgment. Lessee shall continue to pay all amounts payable hereunder to Owner until the earlier of such dates, at which time the Parties shall be relieved of any and all further obligations and conditions to each other under this Agreement. No termination of this Agreement shall occur by reason of the foregoing terms and all right, title, interest, and estate of Lessee in and to Lessee Property shall continue hereunder unless and until terminated by any such exercise of power of eminent domain.
- (b) **Partial Taking.** If, at any time during the term of this Agreement, any authority having the power of eminent domain shall condemn one or more, but not all, of the Solar Panels, or any portion of the Improvements or Lessee Property, then the interest and obligations of Lessee under this Agreement as to those Solar Panels or any portion of the Improvements or Lessee Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes possession of such Solar Panels or any portion of the Improvements or Lessee Property, (ii) the date that Lessee is, in its reasonable judgment, no longer able or permitted to operate the Project on Lessee Property, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment; and, unless this Agreement is terminated as hereinafter provided, this Agreement shall continue in full force and effect as to the remainder of the Solar Panels, Improvements and Lessee Property. If the remainder of the Solar Panels or any other portion of the Improvements or Lessee Property is or becomes insufficient or unsuitable for Lessee’s purposes hereunder, as determined by Lessee in its sole discretion, then, subject to the rights of any Lessee Mortgagee under Section 11, Lessee shall have the right to terminate this Agreement as to the portion of Lessee Property to which Lessee continues to hold the rights, at which time the Parties shall be relieved of any further obligations and duties to each other under this Agreement.
- (c) **Apportionment, Distribution of Award.** On any taking, all sums awarded, including damages and interest, shall be paid as follows:

- (i) Any portion of the award by the court on account of (A) the value of the leasehold estate under this Agreement for the remaining Term, assuming the exercise of each Extended Production Term, (B) the value of the Improvements, and (C) any cost or loss that Lessee may sustain in the removal and relocation of Lessee's Improvements, to Lessee;
- (ii) Any portion of the award by the court for Lessee's anticipated or lost revenues or profits, to Lessee;
- (iii) Any portion of the award by the court for Owner's lost revenues, to Owner; and
- (iv) All remaining amounts of the award, to Owner or Lessee consistent with applicable law;

provided that, in the event the award is not sufficient to cover items (i), (ii) and (iii) above in full, then the award or proceeds shall be apportioned between Owner and Lessee pro rata in accordance with the respective fair values thereof.

18. **Notice.** All notices, demands, or consents required under in this Agreement shall be given in writing, and may be given (a) by hand, in which case the notice shall be deemed effective when so delivered, (b) by certified United States Mail, postage pre-paid, in which case the notice shall be deemed to be effective on the third business day following deposit, (c) by delivery via a nationally recognized, overnight receipted courier service, in which case the notice shall be deemed to be effective on the next business day following delivery to such courier service, or (d) by e-mail transmission, in which case the notice shall be deemed effective on the date of such transmission, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in notice under this section):

Notice to Owner: _____

 Attn: _____
 e-mail: _____

Notice to Lessee: Leeward Renewable Energy Development, LLC
 6688 N. Central Expressway, Suite 500
 Dallas, Texas 75206
 Attn: Legal Department
 e-mail: legal@LeewardEnergy.com

19. **Miscellaneous Provisions.**

- (a) **Successors and Assigns.** The terms and provisions of this Agreement shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. In accordance with this Agreement, Lessee in its discretion may authorize other Persons to use Lessee Property for the purposes stated in this Agreement.

- (b) Memorandum. Simultaneously with the execution of this Agreement, the Parties shall execute and acknowledge a memorandum of solar lease and easement agreement to provide record notice of this Agreement, which shall be recorded by Lessee at Lessee's expense in the Official Records. At the termination of this Agreement by operation of time or for any other reason, Lessee shall execute, acknowledge, and record in the Official Records a full release of the memorandum so recorded, which shall terminate the memorandum of record.
- (c) Entire Agreement. This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.
- (d) Amendments. This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties and consented to by any Lessee Mortgagee. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.
- (e) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the then existing laws of the Commonwealth of Kentucky, and the state and federal courts situate in Kentucky shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement. The parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good-faith negotiation for a period of fifteen (15) days following delivery of written notice by one party to the other describing with reasonable particularity the nature of the dispute, including citations to the provisions of this Agreement that the party delivering such notice believes have been breached by the other party. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, within such time period, then the parties shall engage in a mediation process in which the parties shall engage a third-party neutral mediator unaffiliated with either party who shall, within thirty (30) days following his or her engagement, convene a meeting of the parties to hear presentations by each party regarding the dispute and work with the parties to attempt to resolve the dispute. Each party agrees to cooperate in good faith with such mediation and the parties shall share equally all costs of the mediation. If, despite such good faith efforts, the parties are unable to resolve such dispute within ninety (90) days following the engagement of the mediator, then each shall have all remedies available at law or in equity and as provided by this Agreement.
- (f) Waiver of Consequential Damages. NEITHER PARTY, NOR ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, OR EMPLOYEES, SHALL HAVE ANY LIABILITY FOR CLAIMS, SUITS, ACTIONS, OR CAUSES OF ACTION FOR INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT, MULTIPLE, OR CONSEQUENTIAL DAMAGES (INCLUDING CLAIMS FOR LOST PROFITS) CONNECTED WITH OR ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTION TAKEN OR NOT TAKEN IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, INCLUDING ANY SUCH DAMAGES THAT ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT

LIABILITY, STATUTE, OPERATION OF LAW, OR ANY OTHER THEORY OF LIABILITY, EXCEPT TO THE EXTENT INCLUDED IN THIRD PARTY CLAIMS COVERED BY THE INDEMNIFICATION PROVISIONS OF SECTION 13 AND SECTION 14 AND EXCEPT TO THE EXTENT ARISING OUT OF ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 15.

- (g) Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.
- (h) Tax Credits. If under applicable law Lessee becomes ineligible for any currently existing tax credit, benefit, or incentive for alternative energy expenditure established by any local, state, or federal government, then, at Lessee's option, the Parties shall negotiate in good faith to amend this Agreement or replace it with a different instrument so as to convert Lessee's interest in Lessee Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit, or incentive. Such amendment or instrument shall not impair any of Owner's rights or increase the burdens or obligations of Owner under this Agreement.
- (i) Approvals. Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld, conditioned, or delayed.
- (j) Authority. Each Party warrants that its respective signatory has the authority to execute this Agreement on behalf of such Party and that each such entity has executed this Agreement pursuant to its organizational documents or a resolution or consent of its Board of Directors or other governing body.
- (k) Time of Essence. Time is of the essence of each provision of this Agreement.
- (l) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.
- (m) Attorneys' Fees and Costs. In the event of any litigation arising between the Parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, paralegals' fees, expert fees, and court costs, plus the cost of collection, at all trial and appellate levels (collectively, "Attorneys' Fees"); provided, however, that any attorney's fees to the extent (and only to the extent) they exceed \$ [REDACTED] per hour (as such amount may be adjusted in accordance with the Consumer Price Index from and after the year 2020) shall not be reimbursed hereunder. This paragraph shall survive expiration or termination of this Agreement.
- (n) Brokerage. The Parties hereby each represent and warrant to the other that no broker or finder has been engaged in connection with this Agreement. In the event any claim for any brokerage commission or fee is asserted against Owner or Lessee in connection with this Agreement, the Party at fault shall indemnify, save harmless, and defend the other Party from and against such claim (including Attorneys' Fees). This section shall survive expiration or earlier termination of this Agreement.

- (o) Quiet Enjoyment. Subject to the terms of this Agreement, Lessee shall have the quiet use and enjoyment of the Lessee Property in accordance with the terms of this Agreement without any suit, claim, or interference of any kind by Owner or any other person or entity.
- (p) Further Assurances. Each Party agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as may be reasonably necessary to fully effectuate each and all of the purposes and intent of this Agreement. Without limiting the generality of the foregoing, within 10 days after receipt of a written request made from time to time by Lessee, Owner shall: (i) enter into any reasonable amendment hereto (A) to correct an error in this Agreement, (B) in the event that the title insurance commitment and/or survey of the Owner's Adjacent Property obtained by Lessee discloses any error in the legal description attached hereto, including without limitation a typographical error, a missing call or a failure to close, to amend such legal description (including by replacing said legal description with a revised description prepared or provided by Lessee's surveyor or title company), or (C) to cause this Agreement to comply with all applicable laws; provided that such amendment shall not materially limit Owner's rights hereunder or materially increase Owner's obligations hereunder; (ii) execute and deliver to Lessee an owner's affidavit, in form and substance reasonably acceptable to Owner, requested by any title company or attorney reviewing title to the Lessee Property; (iii) join with Lessee in the signing of any protest, petition, appeal, or pleading that Lessee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits, and/or approvals, in each case as Lessee may deem necessary or desirable for Lessee's development and use of the Lessee Property as contemplated by this Agreement; and (iv) if because of the nature of this Agreement, Lessee is unable to qualify for any tax credit or similar benefit associated with the Project installed by Lessee on the Lessee Property, amend this Agreement to assure that Lessee will receive such credits and benefits (but only if such amendment does not materially adversely affect Owner's rights or obligations hereunder); and Lessee agrees to pay Owner's reasonable out-of-pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this paragraph (p).

[Signature page follows]

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

Owner:

[Redacted]

By: [Redacted]

witnessed by Andrew Shaler

By: [Redacted]

witnessed by Andrew Shaler

Lessee:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

By: [Signature]

Name: Andrew F. Farber

Title: CEO

Signature Page
to Lease Agreement

EXHIBIT A

Definitions

“Agreement” has the meaning set forth in the preamble.

“Annual Installment Payment” has the meaning set forth in Exhibit C.

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

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

“Attorneys’ Fees” has the meaning set forth in Section 19(m).

“Claims” means all liabilities, costs, expenses, obligations, losses, damages, and claims, including Attorneys’ Fees.

“Collection Facilities” means all Improvements whose purpose is to deliver electrical power generated by the Solar Panels to an electrical power grid or other system, transformers, overhead and underground electrical collection lines, telecommunication lines, splice boxes, and interconnection facilities, including the Project’s Substation, and such additional similar Improvements necessary to transmit electrical power to the point of interconnection with the Transmission Service Provider.

“Commercial Production” means deliveries to the electrical grid, and the sale in commercial quantities, of electrical energy generated by the Project.

“Construction Notice” has the meaning set forth in Section 4(a).

“Construction Notice Date” has the meaning set forth in Section 4(a).

“Construction Term” has the meaning set forth in Section 4(b).

“Default Rate” has the meaning set forth in Section 16(a)(i).

“Development Term” has the meaning set forth in Section 4(a).

“Easement Rights” has the meaning set forth in Section 3.

“Easements” has the meaning set forth in Section 3.

“Environmental Laws” means any federal, state, or local environmental health or safety law, statute, ordinance, rule, regulation, or requirement

“Effective Date” has the meaning set forth in the preamble.

“Extended Production Term” has the meaning set forth in Section 4(d).

“Force Majeure” means causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including acts of God, sink holes or subsidence, labor unrest (including slowdowns, picketing, boycotts, or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission or other lines, wires, or cables to the Project by Persons other than Lessee’s employees or contractors, epidemic, war, revolution, riot, civil

disturbance, sabotage, change in law or applicable regulation subsequent to the Effective Date, and action or inaction by any federal, state, or local legislative, executive, administrative judicial agency or body, which, in any of the foregoing cases, by the exercise of due diligence, it is unable to overcome.

“Hazardous Materials” means any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation.

“Improvements” has the meaning set forth in Section 6(a).

“Lease” has the meaning set forth in Section 2.

“Lease and Easement Term” means a subset of the Term comprised of the Development Term, the Construction Term, the Production Term, and any Extended Production Term, in each case if applicable.

“Lease Rights” has the meaning set forth in Section 2.

“Lessee” has the meaning set forth in the preamble.

“Lessee Mortgage” has the meaning set forth in Section 11(a).

“Lessee Mortgagee” has the meaning set forth in Section 11(a).

“Lessee Payment Default” has the meaning set forth in Section 16(a).

“Lessee Property” means, collectively, the Lease, Easements, and Improvements.

“Lessee’s Taxes” has the meaning set forth in Section 10(b).

“New Agreement” has the meaning set forth in Section 11(g).

“Non-Obstruction Easement” has the meaning set forth in Section 3.

“Official Records” means the official records of Hart County, Kentucky.

“Other Lessee Default” has the meaning set forth in Section 16(a)(iii).

“Outside Construction Date” means the date that is 18 months from the Construction Notice Date, subject to extension as set forth in Section 4(e).

“Owner” has the meaning set forth in the preamble.

“Owner Default” has the meaning set forth in Section 16(b).

“Owner Mortgage” has the meaning set forth in Section 7(d).

“Owner Mortgagee” has the meaning set forth in Section 7(e).

“Owner’s Adjacent Property” has the meaning set forth in Section 3(a)(i).

“Owner’s Taxes” has the meaning set forth in Section 10(a).

“Party” has the meaning set forth in the preamble.

“Person” means any individual, partnership, limited liability company, association, corporation, trust, or any other form of business or government entity.

“Production Term” has the meaning set forth in Section 4(c).

“Project” has the meaning set forth in the Recitals, which shall include Lessee Property.

“Regulatory Suspension” shall mean the enactment or application of any law, order, rule, or regulation of the Kentucky Public Service Commission, Federal Energy Regulatory Commission, or other local, state, or federal government authority having jurisdiction over the Project or Lessee, or the failure of any such governmental authority to issue an approval or permit pursuant to any such law, order, rule, or regulation, which results in the delay, interruption, or suspension of the production, sale or transmission of electricity from the Solar Panels.

“Removal Obligations” has the meaning set forth in Section 6(e).

“Roadway Improvements” means all improvements that may be necessary or desirable to construct, maintain, and repair any new and existing roadways and other means of ingress and egress over, across, and along the Leased Premises, including paving or surfacing of the roadways with asphalt, gravel, or other roadway materials, installation of road signs, and the construction and installation of culverts, bridges, drainage ditches, gates, cattle guards, and similar structures and facilities.

“Solar Panels” means any photovoltaic energy system designed for the generation of electrical power from the collection of sunlight, including the photovoltaic panels, foundations, support structures, braces, and related equipment.

“SNDA” has the meaning set forth in Section 7(f).

“Storage Facilities” means all improvements, equipment, batteries, switches, transformers, and other devices for storage of electrical energy, together with all structures, equipment, enclosures, fencing, security devices, and other ancillary facilities related thereto.

“Substation” means electrical lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, all structures, equipment, enclosures, fencing, security devices, and other electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the Project to make it suitable for transmission on, and to deliver it to, an electric power grid or other system.

“Taxes” has the meaning set forth in Section 10(a).

“Telecommunication Facilities” means all Improvements whose purpose is to provide telecommunication services relating to the Project or any of Lessee’s solar powered projects, including telephone, closed-circuit television, microwave, internet, computer data, and other telecommunication services.

“Term” means the Lease and Easement Term.

“Termination Notice” has the meaning set forth in Section 16(a)(ii).

“Transmission Service Provider” means the utility that owns or operates the equipment and facilities to transmit electric energy on the electric power grid or other system.

“Weather Instrument” means instruments used primarily to gather sunlight and meteorological data relating to the Project, and to transmit such data, including such instruments’ foundations, guy wires, sunlight and meteorological data acquisition equipment, power source, and any required data and electrical transmission lines.

EXHIBIT B

Legal Description of Leased Premises

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 shaded in yellow below

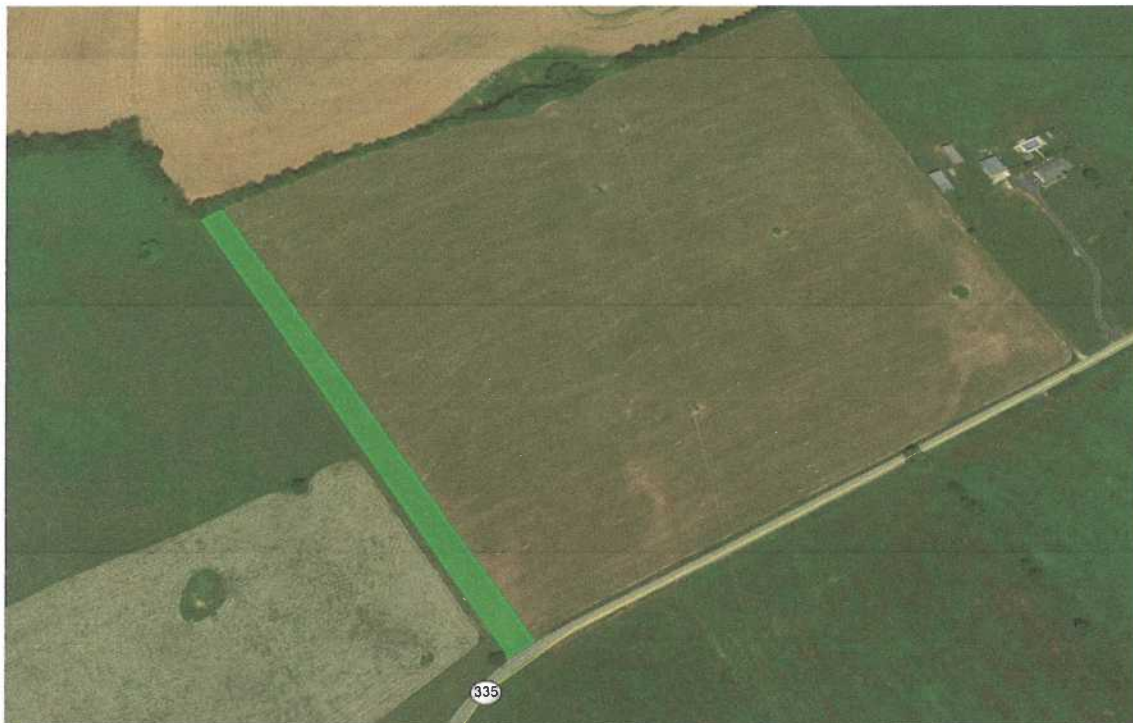


The final metes and bounds legal description of the Leased Premises will be determined by Lessee's ALTA survey.

EXHIBIT B-1

Legal Description of Transmission Easement Area

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 shaded in yellow below.



The final metes and bounds legal description of the Transmission Easement Area will be determined by Lessee's ALTA survey.

EXHIBIT C

Lease and Easement Compensation

1. **Payment for Lease and Easements.**

(a) During the Development Term, Lessee agrees to pay Owner the amounts set forth below, on or before the respective due dates, in each case based on the acreage determined by the calculation stated in Exhibit D (as it may be adjusted in accordance with Section 4(f) of this Agreement):

Amount	Due Date
	Within 60 days following Effective Date
	6-month Anniversary of Effective Date
	12-month Anniversary of Effective Date
	18-month Anniversary of Effective Date
	24-month Anniversary of Effective Date
	30-month Anniversary of Effective Date
	36-month Anniversary of Effective Date
	42-month Anniversary of Effective Date
	48-month Anniversary of Effective Date
	54-month Anniversary of Effective Date

In the event that Owner reasonably disputes the acreage calculation as determined in Exhibit D or as re-determined following Lessee's exercise of its right to partially terminate this Agreement as to any part of the Leased Premises pursuant to Section 4.7 of this Agreement and Owner reasonably believes that the acreage amount determined by Lessee is in error by two or more acres, then Owner shall have the right to engage a surveyor to calculate the acreage then contained in the Leased Premises at Owner's cost and expense and the parties shall cooperate in good faith to resolve any discrepancies that may be disclosed by Owner's survey.

(b) During the Construction Term, Lessee agrees to pay Owner [REDACTED] for the first year of the Construction Term (payable within 30 days following the Construction Notice Date), and thereafter [REDACTED] (payable within 30 days following the end of such month), in each case based on the acreage determined by the calculation stated in Exhibit D.

(c) During each year of the Production Term and the Extended Production Term, if applicable, Lessee shall pay to Owner [REDACTED], as consideration for the Lease and Easements (such annual amount, the "Annual Installment Payment"). "Applicable Acreage" shall mean the amount determined by the calculation stated in Exhibit D.

(d) The Annual Installment Payment for any partial year shall be prorated based on the number of days in the partial year included in the Term. If any part of the Improvements is removed before the end of the Term, future Annual Installment Payments due from Lessee to Owner for the Lease and Easements shall be reduced by the acreage attributable to the Improvements removed. If any part of the Improvements remains after the end of the Term, Lessee shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Lessee's Removal Obligations are fulfilled. However, such payments shall not excuse Lessee from its Removal Obligations, nor extend the time for Lessee to comply with such Removal Obligations.

(e) For the avoidance of doubt, from and after Lessee's delivery of Exhibit D to this Agreement, the Applicable Acreage (as defined in this Exhibit C) shall be calculated by reference to the acreage set forth on Exhibit D.

(f) Lessee shall pay to Owner together with each Annual Installment Payment during the Production Term an annual payment in the amount of [REDACTED]. The prorated portion of such payment for the first partial year of the Production Term shall be made within 30 days following commencement of Commercial Production.

2. Timing of Payments. [REDACTED]

3. Payment Allocation. All payments to Owner shall be made based on the following allocation:

Percentage	Payee
100%	[to Owner]
[]%	Name Address
[]%	Name Address
**%	<i>[replicate as necessary]</i>

Lessee shall not be required to pay any amounts to Owner or any designated payee until it receives a completed and signed Form W-9 from Owner or such payee.

HOLDING PAGE FOR EXHIBIT D

Preliminary Lease and Easement Improvement Plan and Acreage Calculation

[to be delivered by Lessee with Construction Notice]

Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, April 5, 2022 6:52 PM
To: [REDACTED]
Cc: Erica Zolezzi
Subject: Documenting your story

[REDACTED],

As discussed, we are going to be hosting a meeting next week at Hart on Main. While the team is in the area, I'd like to take an hour at your home to talk to you and the boys in front of a camera about why you're participating.

As we move forward in the permitting process, we want to make sure we are documenting community benefits. You know I love to run my mouth...but there's really no better spokesperson than someone who lives in the community which is why a landowner video can be so helpful in getting a positive message out. There will be folks who see this as a threat to agriculture. I want to nip that in the bud with good news instead of just reacting to it.

The new tax revenue the solar facility will generate will be significant but there's also the direct impact to our project landowners. The plans both your family and the Sammons have to continue raising cattle on the adjacent property is important for folks in the community and on the power siting board to hear about. We also plan to interview someone from the Cattleman's Association about this.

I'll be in the area later in the week if you'd like to chat. I'm going to visit with [REDACTED] to discuss this.

All the best,

Rob Kalbouss - 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Friday, November 5, 2021 1:04 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Field Activities Next Week

[REDACTED],

We will have a team ([REDACTED] cc'd) on your property next week. Please give me a call at your convenience if you have any questions.

All the best,

Rob Kalbouss - 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Monday, August 16, 2021 9:41 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: Field Work

Hi [REDACTED],

I just wanted to give you and [REDACTED] a heads up that we will have an engineer (cc'd) visiting your land this week to do some field investigation. Please give me a call if you have any questions.

All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, April 1, 2021 9:49 PM
To: [REDACTED]
Subject: Fwd:
Attachments: kalbouss 3.31.21.docx

Hi [REDACTED],

The attached letter with five questions came from [REDACTED]. I am available to discuss further when you are. In the meantime, here are my responses.

1. The bond/LC value would be calculated as the net cost of decommissioning by a third party engineer.
2. I'm confident we can provide a copy of the financial security instrument (i.e. bond, LC) per the requirements of the lease or permitting authority having jurisdiction.
3. We can provide a copy of our insurance certificates upon request.
4. During construction, Leeward will be working under a SWPPP required for our KPDES construction permit. During operation, the site will be planted with local grasses and other vegetation. Conditions will be regularly monitored and maintained by full-time Leeward asset management staff who will implement a weed management program and other industry best practices.
5. We can accommodate occasional site visits so long as guests are accompanied by Leeward staff and adhere to our corporate requirements (e.g. safety standards).

Let me know if you would like to discuss further or are ready to move forward.

Thanks,
Rob

From: [REDACTED]
Sent: Thursday, April 1, 2021 6:20:53 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject:

****External Email. Use caution before opening attachments or clicking links.****

March 31, 2020

Rob Kalbouss
Leeward Renewable Energy
6688 North Central Expressway, Suite 500
Dallas, Texas 75206

Re: [REDACTED]
[REDACTED]

Mr.

I have met with the [REDACTED] and [REDACTED].

Here are the remaining outstanding issues:

- 1) How is the amount of the bond calculated?
- 2) Will the parties receive proof that your bonds are current/kept current? How will that happen?
- 3) Will the parties receive proof of current insurance? How will that happen?
- 4) What will be done to prevent soil erosion and control noxious weeds?
- 5) The parties would like to request an annual walk-through of the leased premises.

Please advise your position on the same. We are available to discuss via phone or Zoom as well.

Very Truly Yours,

BRODERICK AND DAVENPORT, PLLC

R. Taylor Broderick

Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, February 18, 2021 11:04 AM
To: [REDACTED]
Subject: Fwd: Solar Lease
Attachments: Solar Lease and Easement Agreement (KY)(Gardner)-308483847-v4.docx; Change-Pro Redline - Solar Lease and Easement Agreement (KY)(Gardner)-308483847-v2 and Solar Lease and Easement Agreement (KY)(Gardner)-308483847-v4.docx

Get [Outlook for iOS](#)

From: Rob Kalbouss
Sent: Monday, February 15, 2021 8:08:13 AM
To: [REDACTED]
Subject: Solar Lease

[REDACTED],
This should be good to go. I am ready to discuss when you are. I will wait to hear from you before moving forward with [REDACTED].

Thank you,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com 512.902.8837

leewardenergy.com



SOLAR LEASE AND EASEMENT AGREEMENT

This **SOLAR LEASE AND EASEMENT AGREEMENT** (this “Agreement”), dated and effective on February __, 2021 (the “Effective Date”), is made by and between [REDACTED] (“Owner”), and LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company (“Lessee”). Owner and Lessee are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Owner is the fee simple title owner of certain real property located in Hart County, Kentucky, being known as Hart County Assessor’s Parcel No. 056-00-00-040.00 (the “Land”), consisting of 208.79 acres, more or less;
- B. Lessee wishes to develop on a portion of the Land, consisting of approximately 130 acres, as more particularly described and depicted in Exhibit B (the “Leased Premises”), a solar power electrical generation and/or energy storage facility (with all related infrastructure as described herein, the “Project”), and, if it so elects, to construct, operate, and maintain the Project; and
- C. Lessee desires to lease from Owner, and to enjoy associated easements and rights of way over, all or a portion of Leased Premises, and Owner desires to grant to Lessee the lease and easements rights described in this Agreement.

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

AGREEMENT

1. Defined Terms; Construction.

- (a) Definitions. Except as otherwise explicitly provided herein, when used in this Agreement, capitalized terms shall have the meanings ascribed to them in Exhibit A, or in the applicable Section of this Agreement to which reference is made in Exhibit A.
- (b) Rules of Construction. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires (i) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting any gender shall include all genders as the context requires; (ii) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (iii) the terms “hereof,” “herein,” “hereunder,” “hereby,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iv) when a reference is made to a Section or Exhibit, such reference is to a Section or Exhibit of this Agreement unless otherwise specified; (v) the words “include,” “includes,” and “including” shall be deemed to be modified by the words “without limitation” or “including, but not limited to,” unless otherwise specified; (vi) the use of the word “or” is not intended to be exclusive unless expressly indicated otherwise or the context so requires; (vii) the word “shall” shall be construed to have the same meaning and effect

of the word “will”; (viii) a reference to any Party to this Agreement or a Person party to any other agreement or document shall include such Party’s or Person’s successors and permitted assigns; and (ix) a reference to any Law means such Law as amended, modified, codified, replaced, or reenacted, from time to time, and all rules and regulations promulgated thereunder.

2. **Grant of Lease**. Beginning on the Effective Date and for the Lease and Easement Term, Owner leases to Lessee, and Lessee leases from Owner, the Leased Premises in accordance with the terms and conditions of this Agreement (“Lease”). The Lease grants Lessee and its agents, contractors, and employees the right to use the Leased Premises for the following permitted uses (collectively, the “Lease Rights”):

- (a) **Development Rights**. Lessee and its employees, agents, and contractors shall have the right to enter upon the Leased Premises and the right of ingress and egress over and across the Leased Premises for the purposes of (i) surveying the Leased Premises, (ii) performing such other tests and studies as Lessee may desire in connection with development of the Project, including environmental, avian, and cultural resource assessments, and geotechnical, foundation, and soil tests; provided that such activities do not unreasonably interfere with Owner’s use of the Leased Premises, and (iii) installing, maintaining, operating, inspecting, and removing one or more Weather Instruments (including the fencing of said Weather Instruments) and performing all tests and studies associated therewith. During the Development Term, Owner shall not permit any individual or entity other than Lessee (or its employees, agents, and contractors) to install any Weather Instruments on the Land or grant to any other party the right to develop any solar generation or energy storage facility on the Land.
- (b) **Construction Right**. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove all or any part or component of the Improvements. Lessee may exercise its right to use all or any part of the Leased Premises when, as, and if Lessee deems it necessary or advisable to do so to perform the activities for which this right is granted, including staging areas and parking for Lessee’s employees, irrespective of whether such Improvements or staging areas are located, or are planned to be located, on the Leased Premises, subject to the provisions of Section 6(d) below.
- (c) **Access Right**. Lessee and its employees, agents, and contractors shall have unobstructed vehicular and pedestrian access and ingress to and egress from the Improvements, the Leased Premises, and any public roadways, and the right to construct, maintain, relocate, and utilize Roadway Improvements on the Leased Premises. Owner shall not permit others to obstruct or damage the roads or Roadway Improvements located on the Leased Premises or in any other way interfere with any rights granted in this Agreement. Lessee shall repair any damage done to Roadway Improvements that result from use by Lessee, its employees, agents, and contractors. Lessee shall maintain such roads in the condition necessary for use by Lessee’s equipment, and in the case of existing roads, in at least the condition that existed prior to Lessee’s use suitable for farm and ranch vehicles and equipment.
- (d) **Solar Panels Right**. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Solar Panels and the appurtenant Collection Facilities, together with associated roads and parking areas on the Leased Premises.

- (e) Collection Facilities Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Collection Facilities on and under the Leased Premises.
- (f) Substation Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove one or more Substations on the Leased Premises.
- (g) Telecommunication Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Telecommunication Facilities on and under the Leased Premises.
- (h) Weather Instrument Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove a Weather Instrument and the appurtenant Collection Facilities on the Leased Premises.

3. **Grant of Easements**. Beginning on the Effective Date and for the Lease and Easement Term, Owner grants to Lessee, and Lessee accepts from Owner, the following easements over and across the Leased Premises (and if applicable, Owner's Adjacent Property (as such term is defined below)) in accordance with the terms and conditions of this Agreement. The following easements are for the benefit of Lessee and Lessee's agents, contractors, and employees and are collectively referred to as the "Easements," and the associated rights, the "Easement Rights":

- (a) Sun Non-Obstruction Easement. Owner grants to Lessee, and Lessee accepts from Owner, an irrevocable, exclusive easement for the right and privilege to use, maintain, and capture the free and unobstructed sunlight over and across the Leased Premises ("Non-Obstruction Easement"). Owner shall not engage in any activity or construct or permit to be constructed any structure on the Leased Premises or any other neighboring property owned or controlled by Owner (including, without limitation, the Land, "Owner's Adjacent Property") that might interfere with the solar irradiance or insolation over any portion of the Leased Premises; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Lessee's operation of the Project or exercise of any rights granted in this Agreement, including, without limitation, by the emission of suspended particulate matter, smoke, fog, steam, or other airborne impediments to insolation (collectively "Interference"). Notwithstanding the foregoing, Owner shall be permitted to construct on Owner's Adjacent Property any structure that has a height (including antennas or other projections) no greater than one-half of the distance between such structure and the Leased Premises. The grant of this Non-Obstruction Easement expressly includes the right of Lessee to enforce Lessee's rights, including the physical removal of trees or structures (except trees and structures existing as of the Effective Date unless otherwise agreed in writing by Owner) located on the Leased Premises and Owner's Adjacent Property causing Interference to the Project contemplated by Lessee. Lessee shall provide reasonable notice to Owner prior to making any such removals and shall remove any trees in a manner that prevents any regrowth.
- (b) Effects Easement. Owner grants to Lessee, and Lessee accepts from Owner, an easement over the Leased Premises and Owner's Adjacent Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project.

- (c) Transmission and Access Easement. Owner grants to Lessee, and Lessee accepts from Owner, (a) a non-exclusive fifty (50) foot wide easement above, on, under, over, across and through that part of the Land depicted on Exhibit B-1 hereto (the “Transmission Easement Area”) in a location reasonably approved by Owner for the purposes of construction, maintenance, operation, removal, repair, and replacement of equipment for the transmission of electricity, including communication cables; electrical lines; trenches; wires; and appurtenant equipment (“Transmission Systems”); (b) a non-exclusive easement of access on, over, across and through the Transmission Easement Area for the purpose of ingress, egress and regress from and to the Transmission Systems and the Leased Premises; and (c) non-exclusive temporary work space easements not to exceed twenty-five (25) feet on either side of the Transmission Easement Area for the purpose of the construction, maintenance, removal, repair and replacement of the Transmission Systems from time to time.
- (d) Waiver of Setbacks. Subject to the other terms and conditions of this Agreement, Owner consents to Lessee’s installation and operation of Improvements at any location upon the Leased Premises and/or the Transmission Easement Area, including at or near the property lines. If any private agreement or restriction, or any law, rule, or ordinance of any governmental agency, imposes setback requirements or otherwise restricts the location of any component of the Improvements on the Leased Premises or the Transmission Easement Area or along or near property lines of the Leased Premises or the Transmission Easement Area, Owner shall (at no out-of-pocket cost or expense to Owner) cooperate with and assist Lessee in Lessee’s efforts to obtain waivers or variances from such requirements and shall execute all further documents evidencing Owner’s agreement to the elimination of such setback requirements.

4. Lease and Easement Term. The Lease and Easement Term shall commence on the Effective Date.

- (a) Development Term. The “Development Term” component of the Lease and Easement Term shall commence on the Effective Date and shall continue to until (i) Lessee gives notice to Owner that it is entering the Construction Term (the “Construction Notice”; the date of such notice, if any, the “Construction Notice Date”), or(ii) the fifth anniversary of the Effective Date, whichever occurs first. If Lessee fails to give the Construction Notice prior to the expiration of the Development Term, this Agreement, and all rights of Lessee hereunder, shall automatically terminate.
- (b) Construction Term. The “Construction Term” component of the Lease and Easement Term, if any, shall commence on the Construction Notice Date, and shall continue until the first to occur of (i) Commercial Production, and (ii) the Outside Construction Date.
- (c) Production Term. The “Production Term” component of the Lease and Easement Term, if any, shall commence on the first to occur of (i) the first date of Commercial Production, or (ii) the Outside Construction Date, and shall continue for 30 years thereafter. Lessee shall provide Owner with written notice of the commencement of the Production Term within thirty (30) days following the date of such commencement, but the failure to provide notice of such date shall not affect Lessee’s rights hereunder. For avoidance of doubt, a failure of the Project to achieve Commercial Production prior to the Outside Construction Date shall not be a default hereunder; rather, it shall only serve to inflect the term of this Agreement to the Production Term from the Construction Term.

- (d) Extended Production Terms. Lessee shall have the right to extend the Production Term for two consecutive terms of five years each in accordance with the terms and provisions of this Agreement (each, an “Extended Production Term”) by providing written notice to Owner of Lessee’s intent to so extend the Production Term by no later than 60 days prior to the end of the Production Term, or, if applicable, the initial Extended Production Term. Each Extended Production Term shall begin on the expiration date of the Production Term or the previous Extended Production Term, as applicable.
- (e) Delays During Lease and Easement Term. At Lessee’s option, any component of the Lease and Easement Term and the Outside Construction Date may be extended on a day-for-day basis for any period during which construction or operation of the Project, or the exercise of any other Lease Rights or Easement Rights, is delayed or suspended because of the occurrence of a Regulatory Suspension or Force Majeure; provided, however, that no such extension shall excuse Lessee’s obligations to make any payment to Owner required by this Agreement. The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure event, provided that: (i) the non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, but in no event later than 30 days thereafter, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; (iii) the non-performing Party uses good faith and commercially reasonable efforts to remedy its inability to perform; and (iv) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, each Party shall give prompt written notification thereof to the other Party.
- (f) Termination by Lessee / Reduction in Size of the Leased Premises. Provided Lessee is not in default under any term of this Agreement beyond any applicable notice and cure period, Lessee, at its option, shall have the right to terminate this Agreement at any time during the Lease and Easement Term, as to all or any part of the Lessee Property, which termination shall be effective upon providing written notice of such termination to Owner. If Lessee’s notice is a full termination of this Agreement as to all of Lessee Property, the Parties shall be relieved of all further duties and obligations under this Agreement, except for (i) payment of any accrued and unpaid obligations owed by either Party as of the date of termination; (ii) removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any partial termination by Lessee, the Parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof so terminated by Lessee, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of this Agreement. The Parties agree to execute an amendment to this Agreement evidencing such partial termination upon the request of Lessee.

5. Payments. Lessee agrees to pay Owner the amounts set forth in Exhibit C as consideration for the Lease, Easements, Lessee’s other rights and interests in the Leased Premises and the Transmission Easement Area and Lessee’s rights set forth in Sections 3(a) and 3(b) of this Agreement with respect to the Owner’s Adjacent Property.

6. **Improvements.**

- (a) **Rights of Lessee.** Lessee shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, repair, replace, relocate, and remove all facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials, and property of every kind and character necessary or desirable in the reasonable opinion of Lessee for the construction and operation of portions of the Project on the Leased Premises and the Transmission Easement Area, including the Solar Panels, Collection Facilities, Substations, Weather Instruments, Storage Facilities, and Roadway Improvements, together with related appurtenances (collectively, the “Improvements”).
- (b) **Ownership of Improvements.** Except as otherwise provided in Section 9(f), all Improvements shall at all times remain the property of Lessee, and Owner shall have no right, title, or interest therein. All Improvements constructed or placed on the Leased Premises or the Transmission Easement Area by Lessee during the Term may be repaired, replaced, relocated, removed, added to, or expanded upon by Lessee at any time during the Term. Owner expressly waives any statutory lien or common law liens on the Improvements to which Owner might be entitled.
- (c) **Construction Liens.** Lessee shall not permit any liens arising out of Lessee’s use of Lessee Property under this Agreement to be filed against Owner’s interest in the Leased Premises or the Land. Lessee shall, within 60 days after it receives notice of the lien, provide a bond or other security that Owner may reasonably request, or remove such lien from the Leased Premises or the Land in the manner provided by applicable law.
- (d) **Location of Improvements.** The net acreage required from the Leased Premises for the Improvements for which the Lease and Easements are being granted (and the ultimate location of such Improvements) cannot be determined until the completion of Lessee’s inspection, testing, study, and surveying of the Leased Premises during the Development Term. Along with the Construction Notice, Lessee shall deliver to Owner a plan of development showing the contemplated locations of the Improvements and a calculation of the net acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as Exhibit D to this Agreement, and shall confer with Owner to minimize any interference with Owner’s use of any of Owner’s Adjacent Property or any of the Leased Premises that is not included in the Project; provided, Lessee shall have discretion as to the ultimate location of the Improvements. During the final development and construction of the Project, such locations may need to be amended in Lessee’s discretion. Further, following construction, the Improvements may need to be relocated or rerouted by Lessee, which Lessee may perform at any time during the Term of this Agreement, so long as the nature and extent of any such relocated or rerouted Improvements are not materially different and impose no materially greater burden on the Leased Premises than the original locations or routes, and so long as Lessee takes commercially reasonable efforts to minimize disruption or inconvenience to Owner. Within 10 days following the request of Lessee from time to time, Owner shall enter into an amendment of this Agreement and/or any recorded memorandum hereof in order to more particularly describe the Lessee Property.

- (e) **Removal of Improvements.** Upon full or partial termination of any of the Lease Rights or Easements, Lessee shall remove all Improvements and restore the area formerly occupied by the Improvements to substantially the same physical condition that existed immediately before the construction of the Improvements to the extent reasonably practicable (the “**Removal Obligations**”). At Owner’s request, all or any part of the Roadway Improvements may be left for use by Owner. Owner hereby grants Lessee all rights of access, including after full or partial termination of any of the Lease Rights or Easements, to fulfill the Removal Obligations. No later than the commencement of the Construction Term, Lessee shall post a bond or letter of credit with sufficient surety to pay for the cost of removal of the Improvements from Owner’s land and to restore Owner’s land to its pre-construction condition, net of the salvage value of the equipment to be removed, as determined by an independent equipment appraiser selected to the mutual satisfaction of Owner and Lessee; provided, however, that to the extent that any governmental authority requires a decommissioning or restoration bond, letter of credit, cash deposit, or other security to cover Lessee’s removal and restoration obligations under this Agreement, then Lessee shall comply with the requirements of such governmental authority. Lessee’s compliance with such governmental decommissioning and restoration requirements is agreed, and shall be deemed, by Owner to fulfill and replace all of Lessee’s obligations of this **Section 6(e)**.

7. **Ownership and Title Matters.** Owner warrants and represents to Lessee as follows:

- (a) **Authority.** Owner represents and warrants that it is the holder of fee simple title and is the sole owner of the Land and has the unrestricted right and authority to sign this Agreement and to grant Lessee the Lease and Easements and other rights granted in this Agreement. If Owner is an individual, Owner represents and warrants that either (i) Owner is unmarried or (ii) Owner’s spouse has joined in the execution of this Lease, or (iii) Owner is married but dealing in his/her sole and separate property. When signed by both parties, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.
- (b) **Other Agreements.** The Leased Premises and the Transmission Easement Area are not subject to any other agreements, options, rights of first refusal or other prior right of any party to purchase, lease or acquire easements in the Leased Premises or the Transmission Easement Area, or create any prior claim or right that would preclude or interfere with Lessee’s rights and interests under this Agreement and the Lease and Easements.
- (c) **Minerals.** Except to the extent disclosed by Owner to Lessee at the time of the execution of this Agreement by Owner, Owner owns all of the oil, gas and other minerals, and all rights thereto as on or under the Leased Premises and the Transmission Easement Area. Owner shall use its best efforts to help Lessee, if requested (at no out-of-pocket cost or expense to Owner), obtain from any mineral rights holder existing as of the date hereof (or any lessee or holder of a working interest, if applicable) (collectively, with any future holders of mineral rights, the “**Subsurface Rights Holder**”) a commercially reasonable surface use waiver, surface use accommodation agreement, non-disturbance agreement, or other similar instrument. During the Development Term and Construction Term, Owner shall not grant to any prospective Subsurface Rights Holder any right to use the surface of the Leased Premises or the Transmission Easement Area without the prior written consent of Lessee, not to be unreasonably withheld, conditioned, or delayed. During the

Production Term, Owner may grant to Subsurface Rights Holders the right to use the surface of the Leased Premises or the Transmission Easement Area (excluding any Lessee Property), provided that such use does not interfere with Lessee's rights hereunder as determined by Lessee in the exercise of its reasonable discretion. In no event shall Owner grant to any future Subsurface Rights Holder any right to use the Leased Premises or the Transmission Easement Area in a manner that could reasonably be expected to result in loss of subjacent support to the Project.

- (d) Owner Mortgage. Except as disclosed by Owner to Lessee in writing at the time of the execution of this Agreement by Owner, there are no mortgages encumbering the Leased Premises or the Transmission Easement Area ("Owner Mortgage").
- (e) Notice and Opportunity to Cure. If there is an Owner Mortgage that encumbers the Leased Premises and/or the Transmission Easement Area and Owner receives from the holder thereof ("Owner Mortgage") any notice that payments are overdue, Owner shall notify Lessee and each Lessee Mortgagee by sending a copy of such overdue payment notice to Lessee by the earlier of (i) five days after receipt, or (ii) three business days prior to the date by which a default under or in respect of such Owner Mortgage could occur. If Lessee or any Lessee Mortgagee determines that it would be in Lessee's interest to make such payments to Owner Mortgagee on Owner's behalf, whether as a result of receiving such notice or otherwise, Lessee shall have the right to make such payments and to credit the payments so made against the Annual Installment Payments until Lessee is fully reimbursed.
- (f) Subordination, Non-disturbance, and Attornment Agreement. If there is an Owner Mortgage that encumbers the Leased Premises and/or the Transmission Easement Area, Owner shall cooperate with Lessee to obtain a Subordination, Non-disturbance and Attornment Agreement ("SNDA") in the form prepared and provided by Lessee, from each Owner Mortgagee, pursuant to which such Owner Mortgagee agrees, among other things, not to disturb Lessee's possession and use of the Leased Premises or the Transmission Easement Area. Lessee shall, at its sole cost and expense, record each such SNDA in the Official Records. If Owner fails to deliver a SNDA from each Owner Mortgagee, Lessee may, at its sole option, either (i) terminate this Agreement immediately upon written notice to Owner, or (ii) take such action as Lessee deems reasonably necessary to effect the rights granted to Lessee hereunder (including, without limitation, paying off Owner's Mortgage in whole or in part), and off-set all amounts expended in such efforts against the Annual Installment Payments and any other amounts due or that may become due hereunder or in respect hereof.

8. **Representations and Warranties of Owner**. Owner hereby makes the following further representations and warranties:

- (a) Physical Condition. Owner has no knowledge of any existing physical conditions of the Leased Premises or the Transmission Easement Area which would prevent, significantly restrict, or make more expensive Lessee's development of the Leased Premises or the Transmission Easement Area for the purposes specified in this Agreement, or that could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

- (b) Legal Restrictions. Owner has no knowledge of any law, regulation, ordinance, or order of any local, state, or federal governmental authority that would prohibit or significantly restrict Lessee's development of the Leased Premises or the Transmission Easement Area pursuant to this Agreement. This Agreement does not violate any contract, agreement, instrument, judgment, or order to which Owner is a party or that affects the Leased Premises or the Transmission Easement Area. To the best of Owner's knowledge, the Leased Premises and the Transmission Easement Area are currently in full and complete compliance with all governmental laws, ordinances, orders, rules, and regulations applicable thereto.
- (c) No Litigation. No litigation is pending, and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Leased Premises or the Transmission Easement Area. If Owner learns of any litigation or administrative action proposed, threatened or instituted with respect to the Leased Premises and/or the Transmission Easement Area, Owner shall give Lessee notice within 30 days thereof.

9. **Use, Operation, and Maintenance**.

- (a) Exclusive Use by Lessee. Lessee shall have the exclusive right (i) to use and possess the Leased Premises in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to investigate, inspect, survey, and conduct tests of the Leased Premises and the Transmission Easement Area, including meteorological, environmental, archeological, and geotechnical tests and studies; (iii) to use and convert all of the sunlight resources on the Leased Premises and the Transmission Easement Area; and (iv) to undertake such other activities on the Leased Premises that may be related to the Project, including the storage of Solar Panels, materials, and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.
- (b) No Required Installation or Operation. Nothing in this Agreement shall be interpreted as imposing on Lessee any obligation to install Solar Panels or other Improvements on the Leased Premises, or to construct, install, or operate the Project on the Leased Premises. Lessee shall have the sole discretion to determine if and when any Solar Panels and other Improvements may be constructed on the Leased Premises, and if and when to commence the construction or operation of the Project on the Leased Premises.
- (c) Permits and Approvals. Lessee shall be responsible, at its sole cost and expense, for obtaining any governmental permits and approvals necessary for the construction and operation of the Project and the construction and operation of the Improvements. Owner shall cooperate, at no out-of-pocket cost or expense to Owner, with Lessee as necessary to obtain any governmental or utility approvals or permits, including signing any applications for such approvals.
- (d) Compliance with Laws. Lessee shall comply in all material respects with laws applicable to its use of the Leased Premises, the Transmission Easement Area and Lessee Property. Lessee shall have the right, in its sole discretion and at its sole expense, in Lessee's name, to contest the validity or applicability to the Leased Premises, the Transmission Easement Area and Lessee Property of any law, ordinance, statute, order, regulation, property assessment, or the like made by any governmental

agency or entity. Lessee shall control any such contest and Owner shall cooperate with Lessee in every reasonable way in such contest at no out-of-pocket cost or expense to Owner.

- (e) Care and Appearance. Lessee, in its exercise of the lease, easement, and other rights granted hereunder, shall, at all times, maintain the Leased Premises and the Improvements in a reasonably neat, clean, and presentable condition. Lessee shall not willfully damage or destroy the Leased Premises and shall keep the Leased Premises clean and free of debris created by Lessee, its contractors, or others brought on to the Leased Premises by Lessee. Lessee shall not use the Leased Premises for storage, except for materials, construction equipment, and vehicles directly associated with construction or maintenance of the Improvements on the Leased Premises or on adjacent or neighboring properties that are part of the Project.
- (f) Fences and Gates. Lessee shall consult with Owner as to the location of all fences, gates, and cattle guards that it intends to construct on the Leased Premises outside of the Lessee Property; provided, that Lessee shall have sole discretion as to the ultimate location of any fences, gates, and cattle guards necessary to safeguard the Project. At Owner's request, Lessee shall repair or replace any of Owner's fences, gates, or cattle guards on Owner's Adjacent Property damaged or removed in connection with Lessee's activities on the Leased Premises or the Transmission Easement Area. Fences removed from the Leased Premises, if replaced, shall be re-built by Lessee at its expense in mutually agreeable locations. All fence repair and construction of Owner's fences, gates, or cattle guards shall be substantially similar to the construction of fences and cattle guards that exist on the Leased Premises as of the Effective Date. Once completed, all replacement fences, gates, and cattle guards shall be owned and maintained by Owner. Upon abandonment or termination of the rights granted to Lessee in this Agreement, any fences, gates, and cattle guards installed by Lessee shall remain and become the property of Owner. To minimize the need for temporary fencing, Owner will cooperate with Lessee to avoid pasturing animals on or near the Improvements during periods of construction, maintenance, or removal activity by Lessee. Owner will discuss with Lessee what temporary fencing is necessary during the periods of construction, maintenance, or removal activity by Lessee.
- (g) Roadway Maintenance and Repairs. Lessee agrees to maintain and repair all Roadway Improvements located on Lessee Property; provided, however, Owner shall repair any damage or perform any special maintenance of the Roadway Improvements caused by Owner or any Person using the Roadway Improvements with Owner's permission, other than Lessee, or if Owner fails to repair such damage or perform such special maintenance within 30 days following written notice from Lessee specifying the damage to be repaired or the special maintenance required then Owner shall reimburse Lessee for any costs and expenses incurred by Lessee to repair any such damage or perform any such special maintenance and if Owner so fails to reimburse Lessee, Lessee shall have the right to setoff such costs and expenses against such amounts as may become due and payable by Lessee hereunder.
- (h) Conservation Reserve Program. If Owner is a party to a Conservation Reserve Program contract ("CRP Contract") with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410, Owner shall provide Lessee with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Lessee shall reimburse Owner for the penalties and interest, if any (including for any

past payments received by Owner that must be repaid by Owner), assessed by the U.S. Department of Agriculture as a result of the construction of the Improvements on the Leased Premises and the Transmission Easement Area. Owner shall cooperate with Lessee in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Improvements on the Leased Premises and the Transmission Easement Area covered by a CRP Contract.

(i) Damage to Landowner's Property.

(i) Crop Damage; Cattle. The parties anticipate and acknowledge that, in the exercise of Lessee's construction rights granted under Section 2(b), Lessee may damage or destroy crops on the Leased Premises. If any of Owner's growing crops are materially damaged or destroyed as a result of such activities of Lessee during the Construction Term, then Lessee shall promptly pay to Owner an amount equal to the greater of (x) the actual out-of-pocket costs theretofore incurred by Owner in planting, irrigating, and fertilizing such growing crops in the applicable calendar year (excluding any and all capital expenditures, including, without limitation, the cost of cattle, farm equipment, or machinery), or (y) the fair market value of such growing crops in their condition prior to such damage, destruction, or removal as established by multiple peril crop insurance historic yields for the immediately preceding 10 years. In the event that any cattle owned by Owner are injured or die as a result of negligent acts or omissions of Lessee, its contractors or employees on the Owner's Adjacent Property, then Lessee shall pay to Owner an amount equal to the fair market value of such cattle within thirty (30) days following Lessee's receipt of reasonable evidence (i) that the death or injury was caused by the negligent acts or omissions of Lessee, its contractors or employees on the Owner's Adjacent Property, and (ii) of the fair market value of such cattle.

(ii) Drain Tile or Irrigation System Damage. Prior to the commencement of the Construction Term, Owner shall provide Lessee with information regarding the location of any tile lines or irrigation systems that may be located on the Leased Premises or the Transmission Easement Area, including GPS coordinates if available. Lessee, in the exercise of its construction rights granted under Section 2(b), will take commercially reasonable steps to avoid damaging any such tile lines or irrigation systems on the Leased Premises. Lessee agrees to repair, replace, and/or reroute underground tile lines damaged during construction of the Project. Upon reasonable notice, Owner shall be given the opportunity to inspect the repair, replacement, or rerouting of tile or irrigation systems prior to being covered with topsoil.

10. Taxes.

(a) Owner's Taxes. Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("Taxes") levied or assessed against the Land and all improvements thereon by governmental authorities, other than Lessee's Taxes referenced in Section 10(b) (Taxes, excepting Lessee's Taxes, "Owner's Taxes").

- (b) Lessee's Taxes. Subject to timely receipt from Owner and/or appropriate governmental agency of the relevant statement for Taxes pursuant to this Section 10(b), Lessee shall pay prior to delinquency any personal property Taxes on Improvements and/or any Taxes that were directly attributable to solar energy conversion equipment installed by Lessee and all increases (including any increases attributable to a change in the valuation from agricultural use) in the ad valorem property Taxes levied against the Leased Premises and/or the Transmission Easement Area that are assessed for the period from and after the date of this Agreement until the end of the Term hereof as a result of the installation of Lessee's Improvements and/or solar energy conversion equipment on the Leased Premises and/or the Transmission Easement Area ("Lessee's Taxes"). Lessee shall not be responsible for Taxes attributable to improvements installed by Owner or others on the Land or other Owner's Adjacent Property. Owner shall submit the annual statement for Taxes to Lessee within a reasonable time after the date Owner receives the statement from the taxing authority and in any event not less than 30 days prior to the date such Taxes are due and payable. In the event that Owner has been delinquent in payment of Owner's Taxes for a period of at least two years, Lessee may elect to have the statement for Taxes sent directly to Lessee. In such event, Lessee shall pay all Lessee's Taxes to the appropriate taxing authority prior to delinquency, and Owner shall pay to Lessee Owner's Taxes prior to delinquency (or Lessee may pay Owner's Taxes and offset such amount against the Annual Installment Payments). If Lessee receives such statement directly, Lessee shall submit a copy of the statement for Taxes to Owner within 30 days after the date Lessee receives the statement from the taxing authority. Any recapture liability associated with the change in use of the Leased Premises from agricultural use shall be paid by Lessee.
- (c) Failure to Pay. In the event either Party fails to pay their share of Taxes prior to delinquency, the other Party shall have the right to pay such Taxes and any accrued penalties or interest, which payments shall increase or be offset against other payments due under this Agreement.
- (d) Lessee's Right to Contest. Lessee may contest the legal validity or amount of any Lessee's Taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. With respect to any Lessee's Taxes which may constitute a lien on the Land, Lessee shall promptly pay such Taxes unless the proceeding in which it contests such Taxes shall operate to prevent or stay the collection of the Taxes so contested or unless Lessee removes any such lien by bonding or otherwise. Owner agrees to render to Lessee all reasonable assistance in contesting the validity or amount of any such Taxes, with the exception of Taxes levied by Owner, including joining in the signing of any reasonable protests or pleading which Lessee may deem advisable to file; provided, however, that Lessee shall reimburse Owner for its reasonable out-of-pocket expenses, including Attorneys' Fees, incurred in connection with providing such assistance.

11. **Mortgage of Lessee Property**.

- (a) Right to Mortgage. Lessee may, without requiring Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement and Lessee Property. These various security interests in all or a part of this Agreement and Lessee Property are collectively referred to as a "Lessee Mortgage" and holder of such security interest, a "Lessee

Mortgage". Any Lessee Mortgagee shall use Lessee Property only for the uses permitted under this Agreement. Whenever Lessee has granted a security interest under this Section 11, it will give Owner notice of the Lessee Mortgage (including the name and address of the Lessee Mortgagee for notice purposes) to Owner within 30 days; provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner to provide such Lessee Mortgage notice until the Lessee and its address is given to Owner.

- (b) Notice of Default and Opportunity to Cure. As a precondition to exercising any rights or remedies related to any alleged default by Lessee under this Agreement, Owner shall give written notice of the default to each Lessee Mortgagee at the same time it delivers notice of default to Lessee, specifying in detail the alleged event of default and the required remedy. Each Lessee Mortgagee or its designee shall have the right, but not the obligation, to cure any default as Lessee, and/or the right, but not the obligation, to remove any Improvements or other property owned by Lessee or such Lessee Mortgagee located on the Leased Premises and/or the Transmission Easement Area to the same extent as Lessee. The cure period for any Lessee Mortgagee shall be the later of (i) the end of the Lessee cure period under Section 16; (ii) 30 days after such Lessee Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 11(c). Failure by Owner to give a Lessee Mortgagee notice of default shall not diminish Owner's rights against Lessee, but shall preserve all rights of the Lessee Mortgagee or its designee to cure any default and to remove any Improvements or other property of Lessee or the Lessee Mortgagee located on the Leased Premises and/or the Transmission Easement Area.
- (c) Extended Cure Period. If any default by Lessee under this Agreement cannot be cured without the Lessee Mortgagee obtaining possession of all or part of Lessee Property, then any such default shall be deemed remedied if a Lessee Mortgagee: (i) within 60 days after receiving notice from Owner as set forth in Section 11(b), acquires possession of all or part of Lessee Property, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of Lessee Property performs all other obligations as and when the same are due in accordance with the terms of this Agreement (provided, however, that the Lessee Mortgagee will not be responsible to cure any outstanding defaults by Lessee that are not reasonably susceptible of cure). If a Lessee Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the 60-day period specified above for commencing proceedings shall be extended for the period of such prohibition.
- (d) Lessee Mortgagee Liability. Any Lessee Mortgagee whose interest in Lessee Property is held solely for security purposes, shall have no obligation or liability under this Agreement unless and until the Lessee Mortgagee succeeds to absolute title to Lessee Property and the rights of Lessee under this Agreement. Any Lessee Mortgagee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such absolute title.
- (e) Certificates. Within 20 days of Lessee's request as required in connection with any financing or refinancing of the Project or any proposed sale of the Project from time to time, Owner shall execute any estoppel certificates (certifying as to truthful matters, including that no default then exists under this Agreement, if such be the case),

consents to assignment and non-disturbance agreements as Lessee or any Mortgagee may reasonably request from time to time. Owner's failure to execute and return any requested estoppel certificate within such 20-day period shall be deemed confirmation by Owner of the truthfulness of the statements contain in such estoppel certificate. The Parties shall negotiate in good faith any amendment to this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Lessee Mortgagee to implement the provisions contained in this Agreement or to preserve a Lessee Mortgagee's security interest.

(f) Lessee Mortgagee's Right to Enforce Mortgage and Assign. Each Lessee Mortgagee shall have the right, in its sole discretion: (i) to assign its Lessee Mortgage; (ii) to enforce its lien and acquire title to all or any portion of Lessee Property by any lawful means; (iii) to take possession of and operate all or any portion of Lessee Property and to perform all obligations to be performed by Lessee under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of Lessee Property by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer all or any portion of the Lessee rights under this Agreement to a third party in accordance with Section 12. Any Lessee Mortgagee or other party who acquires Lessee's interest in all or a portion of Lessee Property pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Agreement.

(g) New Lease and Easement Agreement.

(i) If Lessee Property is foreclosed upon or there is an assignment in lieu of foreclosure, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, or if this Agreement terminates for any other reason, and, within 90 days after such event, Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Owner to cure any material defaults under this Agreement that are reasonably susceptible of cure, and for the payment of all Annual Installment Payments or other charges due and payable by Lessee as of the date of such event, then Owner shall execute and deliver to Lessee or such Lessee Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new lease and easement agreement ("New Agreement") which (A) shall be for a term equal to the remainder of the Term of this Agreement before giving effect to such rejection or termination; (B) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of this Agreement); and (C) shall include that portion of Lessee Property in which Lessee or such other Lessee Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination.

(ii) If more than one Lessee Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the Lessee Mortgagee requesting such New Agreement whose Lessee Mortgage is prior in time (unless the priority of such Lessee Mortgages is otherwise altered by any recorded instrument), and the written request of any other Lessee Mortgagee whose lien is subordinate shall be void and of no

further force or effect. The provisions of this Section 11 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 11 were a separate and independent contract made by Owner, Lessee and each Lessee Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such New Agreement, such Lessee Mortgagee or other purchaser at a foreclosure sale may use and enjoy Lessee Property without hindrance by Owner or any Person claiming by, through or under Owner; provided that all of the conditions for the New Agreement as set forth above are complied with.

- (h) Lessee Mortgagee's Consent to Amendment, Termination, or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as any Lessee Mortgage remains outstanding, this Agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation, or release of all or any part of Lessee Property from Lessee, prior to expiration of the Term of this Agreement, without the prior written consent of the Lessee Mortgagee holding such Lessee Mortgage. This provision is for the express benefit of and shall be enforceable by each Lessee Mortgagee as if it were a party named in this Agreement.

12. **Assignment and Sublease.** Lessee shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of this Agreement or the Lessee Property, on either an exclusive or a non-exclusive basis, or to grant sub-easements, co-easements, easements, licenses, or similar rights with respect to the Lessee Property (collectively, "Assignment"), to one or more Persons, which may include a Transmission Service Provider (each such Person, an "Assignee"). Each Assignee shall use the Lessee Property only for the uses permitted under this Agreement. When Lessee makes any Assignment under this Section 12, Lessee shall give written notice to Owner of such Assignment (including the interest conveyed by the Assignment and address of the Assignee for notice purposes) to Owner; provided, Lessee's failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such Assignment or conveyance until such notice is given. Owner shall notify Lessee promptly upon Owner's transfer of its fee title interest in and to the Owner's Adjacent Property, and Lessee shall be entitled to pay any amounts payable to hereunder to the prior title holder until such time as such notice is received. Owner shall not have the right to transfer its interest in and to this Agreement (including, without limitation, its right to receive payment hereunder) separate and apart from its fee interest in and to the Leased Premises and any such transfer or attempted transfer shall be void *ab initio*.

13. **Hazardous Materials; Environmental Laws.**

- (a) Owner's Representations and Warranties. Owner represents and warrants that, to the best of Owner's knowledge, the Leased Premises and the Transmission Easement Area are not and has not been in violation of any Environmental Laws, and Owner has not received any notice or other communication from any governmental authorities alleging that the Leased Premises or the Transmission Easement Area are in violation of any Environmental Laws. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Leased Premises or the Transmission Easement Area, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Leased Premises or the Transmission Easement Area. Owner warrants

that Owner has done nothing to contaminate Leased Premises or the Transmission Easement Area with Hazardous Materials or wastes.

- (b) Owner's Covenants. Owner shall not violate any Environmental Law in, on, or under the Leased Premises or the Transmission Easement Area.
- (c) Owner's Indemnity Regarding Hazardous Materials. Owner shall indemnify, defend, protect, and hold Lessee harmless from any Claims based on (i) any violation of Environmental Laws related to the Leased Premises or the Transmission Easement Area that exists as of the Effective Date, (ii) any violation by Owner or its employees, agents, or contractors of Environmental Laws, including the release of Hazardous Materials in, on, under, or about the Leased Premises and/or the Transmission Easement Area, that occurs after the Effective Date. The indemnity obligations set forth herein shall survive termination of this Agreement.
- (d) Lessee's Covenants. Lessee shall, at Lessee's sole cost and expense, promptly take removal or remedial action required by Environmental Law regarding any Hazardous Materials brought onto the Leased Premises or the Transmission Easement Area by Lessee or its employees, agents, or contractors. Owner shall cooperate with Lessee regarding any scheduling or access to the Leased Premises or the Transmission Easement Area in connection with any action required hereunder.
- (e) Lessee's Indemnity Regarding Hazardous Materials. Lessee shall indemnify, defend, protect, and hold Owner harmless from any Claims based on (i) the violation by Lessee or its employees, agents, or contractors of any Environmental Law, or (ii) the release of Hazardous Materials in, on, under, or about the Leased Premises or the Transmission Easement Area caused by Lessee or its employees, agents, or contractors. The indemnity obligations set forth herein shall survive termination of this Agreement.

14. **Insurance and Indemnity.**

- (a) Lessee Insurance. At all times during the Term, Lessee shall maintain in effect (i) Commercial General Liability Insurance, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and (ii) Umbrella Liability Insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate. Lessee may meet these minimum insurance requirements with any combination of primary, excess, or self-insurance. Upon a written request by Owner, Lessee shall name Owner as additional insured on such insurance policy and provide Owner with a certificate of such insurance or, if applicable, a letter of self-insurance.
- (b) Indemnity by Lessee. Lessee shall defend, indemnify, protect, and hold harmless Owner from and against all third party Claims that may be incurred, or that may be asserted against, Owner or the Leased Premises resulting from the negligence, willful misconduct, or breach of this Agreement by Lessee, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Owner, its agents, contractors or employees, invitees, licensees, or permittees.
- (c) Indemnity by Owner. Owner shall defend, indemnify, protect, and hold harmless Lessee from and against all third party Claims that may be incurred, or that may be

asserted against, Lessee or Lessee Property resulting from the negligence, willful misconduct, or breach of this Agreement by Owner, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Lessee, its agents, contractors or employees, invitees, licensees, or permittees.

- (d) Survival. The obligations of the Parties under this Section 14 shall survive expiration or other termination of this Agreement.

15. **Confidentiality**. This Agreement includes confidential and proprietary information relating to Lessee and the Project. Owner agrees not to provide copies of this Agreement or disclose the terms of this Agreement to any unauthorized Person. Lessee authorizes Owner to provide copies of this Agreement and disclose its terms to Owner's family (with "family" being deemed to include all devisees or descendants of owner by will or intestacy), attorney, accountant, financial advisor, and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Owner and for no other purpose, so long as such authorized Persons either (a) agree in writing to become subject to the confidentiality provisions hereto and not to provide copies of this Agreement or disclose the terms thereof to any unauthorized Person, or (b) are otherwise required to keep such matters confidential. Owner shall, and shall cause such authorized Persons to, return all material containing any confidential information to Lessee immediately upon its request. Owner shall, and shall cause such authorized Persons to, destroy immediately upon request by Lessee such analyses, compilation, studies, or other documents, and any oral information will continue to be subject to the terms of this Agreement. Owner agrees that Lessee will have no adequate remedy at law if any Person violates any of the terms of this Agreement. In such event Lessee will have the right, in addition to any other rights Lessee may have, to obtain injunctive relief to restrain any breach or threatened breach by third party or specific enforcement of such terms plus reimbursement of Attorneys' Fees. Except as contemplated by the memorandum of lease described in Section 19(b), neither Party shall publish, file for public record, reproduce, or otherwise disseminate this Agreement or any of the terms and provisions hereof to any party, other than such authorized Persons set forth above, without the prior written consent of Lessee, which consent may be withheld for any reason and in Lessee's sole discretion.

16. **Default and Remedies**.

- (a) Lessee Payment Default. If Lessee shall fail to pay any amounts due as set forth in Exhibit C, which failure continues for more than 30 days from receipt of written notice from Owner that such amount is due, then Lessee shall be in default ("Lessee Payment Default") and Owner shall have the following remedies:

- (i) Collection of Payments. With or without terminating this Agreement, Owner may file a lawsuit against Lessee to collect any unpaid amounts set forth in Exhibit C together with interest thereon that accrues during the continuance of the Lessee Payment Default, calculated at a rate ("Default Rate") equal to the lesser of (i) 10% per annum, or (ii) the maximum lawful rate.
- (ii) Terminate Agreement. Owner may not terminate this Agreement because of any Lessee Payment Default without first giving Lessee written notice of its intention to terminate this Agreement ("Termination Notice"), to be effective on a date to be specified by Owner that is at least 30 days after the date of the Termination Notice. If, by the date specified in the Termination Notice, Lessee fails to pay the amount required to cure the Lessee Payment

Default (including interest at the Default Rate that accrues during the continuance of the Lessee Payment Default), Owner's termination of this Agreement shall become effective on the date specified in the Termination Notice. Upon such termination, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination (including the amount owed by Lessee with respect to the Lessee Payment Default and interest payable with respect thereto); (ii) the removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Owner's right to terminate this Agreement pursuant to this Section 16(a)(ii) is subject to and conditioned upon Owner giving any Lessee Mortgagee written notice and opportunity to cure the Lessee Payment Default as provided in Section 11(b).

(iii) Other Lessee Default. Subject to the cure rights of any Lessee Mortgagee under Section 11, Lessee shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement other than a Lessee Payment Default as set forth in Section 16(a) and shall not cure such default within 30 days after receiving notice thereof from Owner (or if such default cannot be cured through the exercise of reasonable diligence within such 30-day period, if Lessee fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) ("Other Lessee Default"). The occurrence of any Other Lessee Default may only result in a cause of action by Owner under applicable law and, other than as set forth in this Section 16(a), Owner hereby waives all other rights it may have, in law or in equity, to terminate this Agreement prior to the expiration of the Term. In the event of any such Other Lessee Default, Owner shall, at least 30 days prior to commencing any cause of action, give written notice of the cause of such Other Lessee Default to Lessee, and any Lessee Mortgagee (of which it has been notified in writing) concurrently, specifying in detail the alleged event of such Other Lessee Default and the required remedy. If Lessee does not cure or commence curing such Other Lessee Default within 30 days of receipt of notice, the Lessee Mortgagee or its designee shall have the absolute right, but not the obligation, to substitute itself for Lessee and perform the duties of Lessee hereunder for the purposes of curing such Other Lessee Default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Lessee Mortgagee or its designee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises and/or the Transmission Easement Area to complete such performance with all the rights, privileges and obligations of Lessee hereunder. Owner may cure any Other Lessee Default after Lessee's cure period has expired. If Owner at any time by reason of any Other Lessee Default, pays any sum or performs any act that requires the payment of any sum, the sum paid by Owner shall be due immediately from Lessee to Owner, together with interest on such sum calculated at the Default Rate.

(b) Owner Default. Owner shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within 30 days after receiving notice thereof from Lessee (or if such default cannot be

cured through the exercise of reasonable diligence within such 30-day period, if Owner fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) (“Owner Default”). Upon the occurrence of an Owner Default, Lessee shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) the right, but not the obligation, to cure such Owner Default, and the cost expended or incurred by Lessee to cure same shall be offset against the next payment or payments due under this Agreement by Lessee to Owner; (ii) terminate this Agreement without being liable for prosecution or any claim of damages therefor; and (iii) pursue any and all other action or remedies that may be available to Lessee at law or in equity, including all loss or damage which Lessee may suffer by reason of a termination of this Agreement.

17. **Condemnation.**

- (a) **Complete Taking.** If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of Lessee Property, or all of the Improvements thereon, for any public use or otherwise, then the interests and obligations of Lessee under this Agreement in or affecting Lessee Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of Lessee Property or the Improvements thereon, (ii) the date that Lessee is, in its sole judgment, no longer able or permitted to operate the Project on Lessee Property in a commercially viable manner, or (iii) the date of the condemnation judgment. Lessee shall continue to pay all amounts payable hereunder to Owner until the earlier of such dates, at which time the Parties shall be relieved of any and all further obligations and conditions to each other under this Agreement. No termination of this Agreement shall occur by reason of the foregoing terms and all right, title, interest, and estate of Lessee in and to Lessee Property shall continue hereunder unless and until terminated by any such exercise of power of eminent domain.
- (b) **Partial Taking.** If, at any time during the term of this Agreement, any authority having the power of eminent domain shall condemn one or more, but not all, of the Solar Panels, or any portion of the Improvements or Lessee Property, then the interest and obligations of Lessee under this Agreement as to those Solar Panels or any portion of the Improvements or Lessee Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes possession of such Solar Panels or any portion of the Improvements or Lessee Property, (ii) the date that Lessee is, in its reasonable judgment, no longer able or permitted to operate the Project on Lessee Property, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment; and, unless this Agreement is terminated as hereinafter provided, this Agreement shall continue in full force and effect as to the remainder of the Solar Panels, Improvements and Lessee Property. If the remainder of the Solar Panels or any other portion of the Improvements or Lessee Property is or becomes insufficient or unsuitable for Lessee’s purposes hereunder, as determined by Lessee in its sole discretion, then, subject to the rights of any Lessee Mortgagee under Section 11, Lessee shall have the right to terminate this Agreement as to the portion of Lessee Property to which Lessee continues to hold the rights, at which time the Parties shall be relieved of any further obligations and duties to each other under this Agreement.
- (c) **Apportionment, Distribution of Award.** On any taking, all sums awarded, including damages and interest, shall be paid as follows:

- (i) Any portion of the award by the court on account of (A) the value of the leasehold estate under this Agreement for the remaining Term, assuming the exercise of each Extended Production Term, (B) the value of the Improvements, and (C) any cost or loss that Lessee may sustain in the removal and relocation of Lessee's Improvements, to Lessee;
- (ii) Any portion of the award by the court for Lessee's anticipated or lost revenues or profits, to Lessee;
- (iii) Any portion of the award by the court for Owner's lost revenues, to Owner; and
- (iv) All remaining amounts of the award, to Owner or Lessee consistent with applicable law;

provided that, in the event the award is not sufficient to cover items (i), (ii) and (iii) above in full, then the award or proceeds shall be apportioned between Owner and Lessee pro rata in accordance with the respective fair values thereof.

18. **Notice.** All notices, demands, or consents required under in this Agreement shall be given in writing, and may be given (a) by hand, in which case the notice shall be deemed effective when so delivered, (b) by certified United States Mail, postage pre-paid, in which case the notice shall be deemed to be effective on the third business day following deposit, (c) by delivery via a nationally recognized, overnight receipted courier service, in which case the notice shall be deemed to be effective on the next business day following delivery to such courier service, or (d) by e-mail transmission, in which case the notice shall be deemed effective on the date of such transmission, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in notice under this section):

Notice to Owner: _____

 Attn: _____
 e-mail: _____

Notice to Lessee: Leeward Renewable Energy Development, LLC
 6688 N. Central Expressway, Suite 500
 Dallas, Texas 75206
 Attn: Legal Department
 e-mail: legal@LeewardEnergy.com

19. **Miscellaneous Provisions.**

- (a) **Successors and Assigns.** The terms and provisions of this Agreement shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. In accordance with this Agreement, Lessee in its discretion may authorize other Persons to use Lessee Property for the purposes stated in this Agreement.

- (b) Memorandum. Simultaneously with the execution of this Agreement, the Parties shall execute and acknowledge a memorandum of solar lease and easement agreement to provide record notice of this Agreement, which shall be recorded by Lessee at Lessee's expense in the Official Records. At the termination of this Agreement by operation of time or for any other reason, Lessee shall execute, acknowledge, and record in the Official Records a full release of the memorandum so recorded, which shall terminate the memorandum of record.
- (c) Entire Agreement. This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.
- (d) Amendments. This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties and consented to by any Lessee Mortgagee. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.
- (e) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the then existing laws of the Commonwealth of Kentucky, and the state and federal courts situate in Kentucky shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement. The parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good-faith negotiation for a period of fifteen (15) days following delivery of written notice by one party to the other describing with reasonable particularity the nature of the dispute, including citations to the provisions of this Agreement that the party delivering such notice believes have been breached by the other party. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, within such time period, then the parties shall engage in a mediation process in which the parties shall engage a third-party neutral mediator unaffiliated with either party who shall, within thirty (30) days following his or her engagement, convene a meeting of the parties to hear presentations by each party regarding the dispute and work with the parties to attempt to resolve the dispute. Each party agrees to cooperate in good faith with such mediation and the parties shall share equally all costs of the mediation. If, despite such good faith efforts, the parties are unable to resolve such dispute within ninety (90) days following the engagement of the mediator, then each shall have all remedies available at law or in equity and as provided by this Agreement.
- (f) Waiver of Consequential Damages. NEITHER PARTY, NOR ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, OR EMPLOYEES, SHALL HAVE ANY LIABILITY FOR CLAIMS, SUITS, ACTIONS, OR CAUSES OF ACTION FOR INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT, MULTIPLE, OR CONSEQUENTIAL DAMAGES (INCLUDING CLAIMS FOR LOST PROFITS) CONNECTED WITH OR ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTION TAKEN OR NOT TAKEN IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, INCLUDING ANY SUCH DAMAGES THAT ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT

LIABILITY, STATUTE, OPERATION OF LAW, OR ANY OTHER THEORY OF LIABILITY, EXCEPT TO THE EXTENT INCLUDED IN THIRD PARTY CLAIMS COVERED BY THE INDEMNIFICATION PROVISIONS OF SECTION 13 AND SECTION 14 AND EXCEPT TO THE EXTENT ARISING OUT OF ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 15.

- (g) Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.
- (h) Tax Credits. If under applicable law Lessee becomes ineligible for any currently existing tax credit, benefit, or incentive for alternative energy expenditure established by any local, state, or federal government, then, at Lessee's option, the Parties shall negotiate in good faith to amend this Agreement or replace it with a different instrument so as to convert Lessee's interest in Lessee Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit, or incentive. Such amendment or instrument shall not impair any of Owner's rights or increase the burdens or obligations of Owner under this Agreement.
- (i) Approvals. Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld, conditioned, or delayed.
- (j) Authority. Each Party warrants that its respective signatory has the authority to execute this Agreement on behalf of such Party and that each such entity has executed this Agreement pursuant to its organizational documents or a resolution or consent of its Board of Directors or other governing body.
- (k) Time of Essence. Time is of the essence of each provision of this Agreement.
- (l) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.
- (m) Attorneys' Fees and Costs. In the event of any litigation arising between the Parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, paralegals' fees, expert fees, and court costs, plus the cost of collection, at all trial and appellate levels (collectively, "Attorneys' Fees"); provided, however, that any attorney's fees to the extent (and only to the extent) they exceed \$█ per hour (as such amount may be adjusted in accordance with the Consumer Price Index from and after the year 2020) shall not be reimbursed hereunder. This paragraph shall survive expiration or termination of this Agreement.
- (n) Brokerage. The Parties hereby each represent and warrant to the other that no broker or finder has been engaged in connection with this Agreement. In the event any claim for any brokerage commission or fee is asserted against Owner or Lessee in connection with this Agreement, the Party at fault shall indemnify, save harmless, and defend the other Party from and against such claim (including Attorneys' Fees). This section shall survive expiration or earlier termination of this Agreement.

- (o) Quiet Enjoyment. Subject to the terms of this Agreement, Lessee shall have the quiet use and enjoyment of the Lessee Property in accordance with the terms of this Agreement without any suit, claim, or interference of any kind by Owner or any other person or entity.
- (p) Further Assurances. Each Party agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as may be reasonably necessary to fully effectuate each and all of the purposes and intent of this Agreement. Without limiting the generality of the foregoing, within 10 days after receipt of a written request made from time to time by Lessee, Owner shall: (i) enter into any reasonable amendment hereto (A) to correct an error in this Agreement, (B) in the event that the title insurance commitment and/or survey of the Owner's Adjacent Property obtained by Lessee discloses any error in the legal description attached hereto, including without limitation a typographical error, a missing call or a failure to close, to amend such legal description (including by replacing said legal description with a revised description prepared or provided by Lessee's surveyor or title company), or (C) to cause this Agreement to comply with all applicable laws; provided that such amendment shall not materially limit Owner's rights hereunder or materially increase Owner's obligations hereunder; (ii) execute and deliver to Lessee an owner's affidavit, in form and substance reasonably acceptable to Owner, requested by any title company or attorney reviewing title to the Lessee Property; (iii) join with Lessee in the signing of any protest, petition, appeal, or pleading that Lessee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits, and/or approvals, in each case as Lessee may deem necessary or desirable for Lessee's development and use of the Lessee Property as contemplated by this Agreement; and (iv) if because of the nature of this Agreement, Lessee is unable to qualify for any tax credit or similar benefit associated with the Project installed by Lessee on the Lessee Property, amend this Agreement to assure that Lessee will receive such credits and benefits (but only if such amendment does not materially adversely affect Owner's rights or obligations hereunder); and Lessee agrees to pay Owner's reasonable out-of-pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this paragraph (p).

[Signature page follows]

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

Owner:

████████████████████

By: _____

████████████████████

By: _____

Lessee:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

Definitions

“Agreement” has the meaning set forth in the preamble.

“Annual Installment Payment” has the meaning set forth in Exhibit C.

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

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

“Attorneys’ Fees” has the meaning set forth in Section 19(m).

“Claims” means all liabilities, costs, expenses, obligations, losses, damages, and claims, including Attorneys’ Fees.

“Collection Facilities” means all Improvements whose purpose is to deliver electrical power generated by the Solar Panels to an electrical power grid or other system, transformers, overhead and underground electrical collection lines, telecommunication lines, splice boxes, and interconnection facilities, including the Project’s Substation, and such additional similar Improvements necessary to transmit electrical power to the point of interconnection with the Transmission Service Provider.

“Commercial Production” means deliveries to the electrical grid, and the sale in commercial quantities, of electrical energy generated by the Project.

“Construction Notice” has the meaning set forth in Section 4(a).

“Construction Notice Date” has the meaning set forth in Section 4(a).

“Construction Term” has the meaning set forth in Section 4(b).

“Default Rate” has the meaning set forth in Section 16(a)(i).

“Development Term” has the meaning set forth in Section 4(a).

“Easement Rights” has the meaning set forth in Section 3.

“Easements” has the meaning set forth in Section 3.

“Environmental Laws” means any federal, state, or local environmental health or safety law, statute, ordinance, rule, regulation, or requirement

“Effective Date” has the meaning set forth in the preamble.

“Extended Production Term” has the meaning set forth in Section 4(d).

“Force Majeure” means causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including acts of God, sink holes or subsidence, labor unrest (including slowdowns, picketing, boycotts, or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission or other lines, wires, or cables to the Project by Persons other than Lessee’s employees or contractors, epidemic, war, revolution, riot, civil

disturbance, sabotage, change in law or applicable regulation subsequent to the Effective Date, and action or inaction by any federal, state, or local legislative, executive, administrative judicial agency or body, which, in any of the foregoing cases, by the exercise of due diligence, it is unable to overcome.

“Hazardous Materials” means any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation.

“Improvements” has the meaning set forth in Section 6(a).

“Lease” has the meaning set forth in Section 2.

“Lease and Easement Term” means a subset of the Term comprised of the Development Term, the Construction Term, the Production Term, and any Extended Production Term, in each case if applicable.

“Lease Rights” has the meaning set forth in Section 2.

“Lessee” has the meaning set forth in the preamble.

“Lessee Mortgage” has the meaning set forth in Section 11(a).

“Lessee Mortgagee” has the meaning set forth in Section 11(a).

“Lessee Payment Default” has the meaning set forth in Section 16(a).

“Lessee Property” means, collectively, the Lease, Easements, and Improvements.

“Lessee’s Taxes” has the meaning set forth in Section 10(b).

“New Agreement” has the meaning set forth in Section 11(g).

“Non-Obstruction Easement” has the meaning set forth in Section 3.

“Official Records” means the official records of Hart County, Kentucky.

“Other Lessee Default” has the meaning set forth in Section 16(a)(iii).

“Outside Construction Date” means the date that is 18 months from the Construction Notice Date, subject to extension as set forth in Section 4(e).

“Owner” has the meaning set forth in the preamble.

“Owner Default” has the meaning set forth in Section 16(b).

“Owner Mortgage” has the meaning set forth in Section 7(d).

“Owner Mortgagee” has the meaning set forth in Section 7(e).

“Owner’s Adjacent Property” has the meaning set forth in Section 3(a)(i).

“Owner’s Taxes” has the meaning set forth in Section 10(a).

“Party” has the meaning set forth in the preamble.

“Person” means any individual, partnership, limited liability company, association, corporation, trust, or any other form of business or government entity.

“Production Term” has the meaning set forth in Section 4(c).

“Project” has the meaning set forth in the Recitals, which shall include Lessee Property.

“Regulatory Suspension” shall mean the enactment or application of any law, order, rule, or regulation of the Kentucky Public Service Commission, Federal Energy Regulatory Commission, or other local, state, or federal government authority having jurisdiction over the Project or Lessee, or the failure of any such governmental authority to issue an approval or permit pursuant to any such law, order, rule, or regulation, which results in the delay, interruption, or suspension of the production, sale or transmission of electricity from the Solar Panels.

“Removal Obligations” has the meaning set forth in Section 6(e).

“Roadway Improvements” means all improvements that may be necessary or desirable to construct, maintain, and repair any new and existing roadways and other means of ingress and egress over, across, and along the Leased Premises, including paving or surfacing of the roadways with asphalt, gravel, or other roadway materials, installation of road signs, and the construction and installation of culverts, bridges, drainage ditches, gates, cattle guards, and similar structures and facilities.

“Solar Panels” means any photovoltaic energy system designed for the generation of electrical power from the collection of sunlight, including the photovoltaic panels, foundations, support structures, braces, and related equipment.

“SNDA” has the meaning set forth in Section 7(f).

“Storage Facilities” means all improvements, equipment, batteries, switches, transformers, and other devices for storage of electrical energy, together with all structures, equipment, enclosures, fencing, security devices, and other ancillary facilities related thereto.

“Substation” means electrical lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, all structures, equipment, enclosures, fencing, security devices, and other electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the Project to make it suitable for transmission on, and to deliver it to, an electric power grid or other system.

“Taxes” has the meaning set forth in Section 10(a).

“Telecommunication Facilities” means all Improvements whose purpose is to provide telecommunication services relating to the Project or any of Lessee’s solar powered projects, including telephone, closed-circuit television, microwave, internet, computer data, and other telecommunication services.

“Term” means the Lease and Easement Term.

“Termination Notice” has the meaning set forth in Section 16(a)(ii).

“Transmission Service Provider” means the utility that owns or operates the equipment and facilities to transmit electric energy on the electric power grid or other system.

“Weather Instrument” means instruments used primarily to gather sunlight and meteorological data relating to the Project, and to transmit such data, including such instruments’ foundations, guy wires, sunlight and meteorological data acquisition equipment, power source, and any required data and electrical transmission lines.

EXHIBIT B

Legal Description of Leased Premises

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 shaded in yellow below

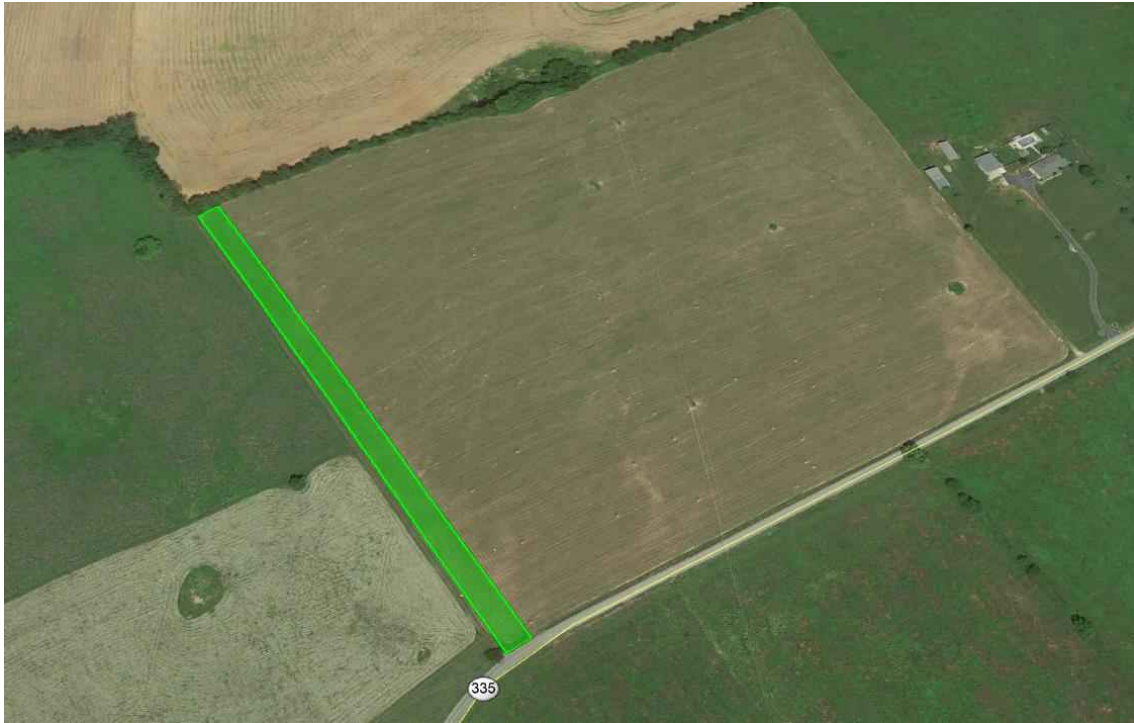


The final metes and bounds legal description of the Leased Premises will be determined by Lessee's ALTA survey.

EXHIBIT B-1

Legal Description of Transmission Easement Area

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 shaded in yellow below.



The final metes and bounds legal description of the Transmission Easement Area will be determined by Lessee's ALTA survey.

EXHIBIT C

Lease and Easement Compensation

1. Payment for Lease and Easements.

(a) During the Development Term, Lessee agrees to pay Owner the amounts set forth below, on or before the respective due dates, in each case based on the acreage determined by the calculation stated in Exhibit D (as it may be adjusted in accordance with Section 4(f) of this Agreement):

Amount	Due Date
	Within 60 days following Effective Date
	6-month Anniversary of Effective Date
	12-month Anniversary of Effective Date
	18-month Anniversary of Effective Date
	24-month Anniversary of Effective Date
	30-month Anniversary of Effective Date
	36-month Anniversary of Effective Date
	42-month Anniversary of Effective Date
	48-month Anniversary of Effective Date
	54-month Anniversary of Effective Date

In the event that Owner reasonably disputes the acreage calculation as determined in Exhibit D or as re-determined following Lessee’s exercise of its right to partially terminate this Agreement as to any part of the Leased Premises pursuant to Section 4.7 of this Agreement and Owner reasonably believes that the acreage amount determined by Lessee is in error by two or more acres, then Owner shall have the right to engage a surveyor to calculate the acreage then contained in the Leased Premises at Owner’s cost and expense and the parties shall cooperate in good faith to resolve any discrepancies that may be disclosed by Owner’s survey.

(b) During the Construction Term, Lessee agrees to pay Owner [REDACTED] for the first year of the Construction Term (payable within 30 days following the Construction Notice Date), and thereafter [REDACTED] (payable within 30 days following the end of such month), in each case based on the acreage determined by the calculation stated in Exhibit D.

(c) During each year of the Production Term and the Extended Production Term, if applicable, Lessee shall pay to Owner [REDACTED], as consideration for the Lease and Easements (such annual amount, the “Annual Installment Payment”). “Applicable Acreage” shall mean the amount determined by the calculation stated in Exhibit D.

(d) The Annual Installment Payment for any partial year shall be prorated based on the number of days in the partial year included in the Term. If any part of the Improvements is removed before the end of the Term, future Annual Installment Payments due from Lessee to Owner for the Lease and Easements shall be reduced by the acreage attributable to the Improvements removed. If any part of the Improvements remains after the end of the Term, Lessee shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Lessee’s Removal Obligations are fulfilled. However, such payments shall not excuse Lessee from its Removal Obligations, nor extend the time for Lessee to comply with such Removal Obligations.

(e) For the avoidance of doubt, from and after Lessee's delivery of Exhibit D to this Agreement, the Applicable Acreage (as defined in this Exhibit C) shall be calculated by reference to the acreage set forth on Exhibit D.

(f) Lessee shall pay to Owner together with each Annual Installment Payment during the Production Term an annual payment in the amount of [REDACTED]. The prorated portion of such payment for the first partial year of the Production Term shall be made within 30 days following commencement of Commercial Production.

2. Timing of Payments. [REDACTED]

[REDACTED] For example, the Annual Installment Payment for the 2019 calendar year would be due on or before February 28, 2020. After Lessee delivers Exhibit D to Owner, any increase to the Annual Installment Payment shall be paid by Lessee within 30 days following delivery of Exhibit D, and any decrease to the Annual Installment Payment shall be credited against the next Annual Installment Payment due from Lessee to Owner.

3. Payment Allocation. All payments to Owner shall be made based on the following allocation:

Percentage	Payee
100%	[to Owner]
[]%	Name Address
[]%	Name Address
**%	<i>[replicate as necessary]</i>

Lessee shall not be required to pay any amounts to Owner or any designated payee until it receives a completed and signed Form W-9 from Owner or such payee.

HOLDING PAGE FOR EXHIBIT D

Preliminary Lease and Easement Improvement Plan and Acreage Calculation

[to be delivered by Lessee with Construction Notice]

SOLAR LEASE AND EASEMENT AGREEMENT

This **SOLAR LEASE AND EASEMENT AGREEMENT** (this “Agreement”), dated and effective on ~~January~~February __, 2021 (the “Effective Date”), is made by and between [REDACTED] (“Owner”), and LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company (“Lessee”). Owner and Lessee are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Owner is the fee simple title owner of certain real property located in Hart County, Kentucky, being known as Hart County Assessor’s Parcel No. 056-00-00-040.00 (the “Land”), consisting of 208.79 acres, more or less;
- B. Lessee wishes to develop on a portion of the Land, consisting of approximately ~~136~~130 acres, as more particularly described and depicted in Exhibit B (the “Leased Premises”), a solar power electrical generation and/or energy storage facility (with all related infrastructure as described herein, the “Project”), and, if it so elects, to construct, operate, and maintain the Project; and
- C. Lessee desires to lease from Owner, and to enjoy associated easements and rights of way over, all or a portion of Leased Premises, and Owner desires to grant to Lessee the lease and easements rights described in this Agreement.

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

AGREEMENT

1. Defined Terms; Construction.

- (a) Definitions. Except as otherwise explicitly provided herein, when used in this Agreement, capitalized terms shall have the meanings ascribed to them in Exhibit A, or in the applicable Section of this Agreement to which reference is made in Exhibit A.
- (b) Rules of Construction. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires (i) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting any gender shall include all genders as the context requires; (ii) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (iii) the terms “hereof,” “herein,” “hereunder,” “hereby,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iv) when a reference is made to a Section or Exhibit, such reference is to a Section or Exhibit of this Agreement unless otherwise specified; (v) the words “include,” “includes,” and “including” shall be deemed to be modified by the words “without limitation” or “including, but not limited to,” unless otherwise specified; (vi) the use of the word “or” is not intended to be exclusive unless expressly indicated otherwise or the context so requires; (vii) the word “shall” shall be construed to have the same meaning and effect

of the word “will”; (viii) a reference to any Party to this Agreement or a Person party to any other agreement or document shall include such Party’s or Person’s successors and permitted assigns; and (ix) a reference to any Law means such Law as amended, modified, codified, replaced, or reenacted, from time to time, and all rules and regulations promulgated thereunder.

2. **Grant of Lease**. Beginning on the Effective Date and for the Lease and Easement Term, Owner leases to Lessee, and Lessee leases from Owner, the Leased Premises in accordance with the terms and conditions of this Agreement (“Lease”). The Lease grants Lessee and its agents, contractors, and employees the right to use the Leased Premises for the following permitted uses (collectively, the “Lease Rights”):

- (a) **Development Rights**. Lessee and its employees, agents, and contractors shall have the right to enter upon the Leased Premises and the right of ingress and egress over and across the Leased Premises for the purposes of (i) surveying the Leased Premises, (ii) performing such other tests and studies as Lessee may desire in connection with development of the Project, including environmental, avian, and cultural resource assessments, and geotechnical, foundation, and soil tests; provided that such activities do not unreasonably interfere with Owner’s use of the Leased Premises, and (iii) installing, maintaining, operating, inspecting, and removing one or more Weather Instruments (including the fencing of said Weather Instruments) and performing all tests and studies associated therewith. During the Development Term, Owner shall not permit any individual or entity other than Lessee (or its employees, agents, and contractors) to install any Weather Instruments on the Land or grant to any other party the right to develop any solar generation or energy storage facility on the Land.
- (b) **Construction Right**. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove all or any part or component of the Improvements. Lessee may exercise its right to use all or any part of the Leased Premises when, as, and if Lessee deems it necessary or advisable to do so to perform the activities for which this right is granted, including staging areas and parking for Lessee’s employees, irrespective of whether such Improvements or staging areas are located, or are planned to be located, on the Leased Premises, subject to the provisions of Section 6(d) below.
- (c) **Access Right**. Lessee and its employees, agents, and contractors shall have unobstructed vehicular and pedestrian access and ingress to and egress from the Improvements, the Leased Premises, and any public roadways, and the right to construct, maintain, relocate, and utilize Roadway Improvements on the Leased Premises. Owner shall not permit others to obstruct or damage the roads or Roadway Improvements located on the Leased Premises or in any other way interfere with any rights granted in this Agreement. Lessee shall repair any damage done to Roadway Improvements that result from use by Lessee, its employees, agents, and contractors. Lessee shall maintain such roads in the condition necessary for use by Lessee’s equipment, and in the case of existing roads, in at least the condition that existed prior to Lessee’s use suitable for farm and ranch vehicles and equipment.
- (d) **Solar Panels Right**. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Solar Panels and the appurtenant Collection Facilities, together with associated roads and parking areas on the Leased Premises.

- (e) Collection Facilities Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Collection Facilities on and under the Leased Premises.
- (f) Substation Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove one or more Substations on the Leased Premises.
- (g) Telecommunication Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Telecommunication Facilities on and under the Leased Premises.
- (h) Weather Instrument Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove a Weather Instrument and the appurtenant Collection Facilities on the Leased Premises.

3. **Grant of Easements**. Beginning on the Effective Date and for the Lease and Easement Term, Owner grants to Lessee, and Lessee accepts from Owner, the following easements over and across the Leased Premises (and if applicable, Owner's Adjacent Property (as such term is defined below)) in accordance with the terms and conditions of this Agreement. The following easements are for the benefit of Lessee and Lessee's agents, contractors, and employees and are collectively referred to as the "Easements," and the associated rights, the "Easement Rights":

- (a) Sun Non-Obstruction Easement. Owner grants to Lessee, and Lessee accepts from Owner, an irrevocable, exclusive easement for the right and privilege to use, maintain, and capture the free and unobstructed sunlight over and across the Leased Premises ("Non-Obstruction Easement"). Owner shall not engage in any activity or construct or permit to be constructed any structure on the Leased Premises or any other neighboring property owned or controlled by Owner (including, without limitation, the Land, "Owner's Adjacent Property") that might interfere with the solar irradiance or insolation over any portion of the Leased Premises; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Lessee's operation of the Project or exercise of any rights granted in this Agreement, including, without limitation, by the emission of suspended particulate matter, smoke, fog, steam, or other airborne impediments to insolation (collectively "Interference"). ~~Owner specifically covenants and agrees that any structure which shall be built on the~~ Notwithstanding the foregoing, Owner shall be permitted to construct on Owner's Adjacent Property ~~shall have~~ any structure that has a height (including antennas or other projections) no greater than one-half of the distance between such structure and the Leased Premises. The grant of this Non-Obstruction Easement expressly includes the right of Lessee to enforce Lessee's rights, including the physical removal of trees or structures (except trees and structures existing as of the Effective Date unless otherwise agreed in writing by Owner) located on the Leased Premises and Owner's Adjacent Property causing Interference to the Project contemplated by Lessee. Lessee shall provide reasonable notice to Owner prior to making any such removals and shall remove any trees in a manner that prevents any regrowth.
- (b) Effects Easement. Owner grants to Lessee, and Lessee accepts from Owner, an easement over the Leased Premises and Owner's Adjacent Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project.

- (c) Transmission and Access Easement. Owner grants to Lessee, and Lessee accepts from Owner, (a) a non-exclusive ~~one hundred fifty (10050)~~ foot wide easement above, on, under, over, across and through that part of the Land depicted on Exhibit B-1 hereto (the “Transmission Easement Area”) in a location reasonably approved by Owner for the purposes of construction, maintenance, operation, removal, repair, and replacement of equipment for the transmission of electricity, including communication cables; electrical lines; trenches; wires; and appurtenant equipment (“Transmission Systems”); (b) a non-exclusive easement of access on, over, across and through the Transmission Easement Area for the purpose of ingress, egress and regress from and to the Transmission Systems and the Leased Premises; and (c) non-exclusive temporary work space easements not to exceed ~~twenty-five (25)~~ feet on either side of the Transmission Easement Area for the purpose of the construction, maintenance, removal, repair and replacement of the Transmission Systems from time to time.
- (d) Waiver of Setbacks. Subject to the other terms and conditions of this Agreement, Owner consents to Lessee’s installation and operation of Improvements at any location upon the Leased Premises and ~~Owner-Adjacent Property~~or the Transmission Easement Area, including at or near the property lines. If any private agreement or restriction, or any law, rule, or ordinance of any governmental agency, imposes setback requirements or otherwise restricts the location of any component of the Improvements on the Leased Premises, ~~on Owner’s Adjacent Property, or the Transmission Easement Area~~ or along or near property lines of the Leased Premises or Owner’s Adjacent Propertythe Transmission Easement Area, Owner shall (at no out-of-pocket cost or expense to Owner) cooperate with and assist Lessee in Lessee’s efforts to obtain waivers or variances from such requirements and shall execute all further documents evidencing Owner’s agreement to the elimination of such setback requirements.

4. Lease and Easement Term. The Lease and Easement Term shall commence on the Effective Date.

- (a) Development Term. The “Development Term” component of the Lease and Easement Term shall commence on the Effective Date and shall continue to until (i) Lessee gives notice to Owner that it is entering the Construction Term (the “Construction Notice”; the date of such notice, if any, the “Construction Notice Date”), or(ii) the fifth anniversary of the Effective Date, whichever occurs first. If Lessee fails to give the Construction Notice prior to the expiration of the Development Term, this Agreement, and all rights of Lessee hereunder, shall automatically terminate.
- (b) Construction Term. The “Construction Term” component of the Lease and Easement Term, if any, shall commence on the Construction Notice Date, and shall continue until the first to occur of (i) Commercial Production, and (ii) the Outside Construction Date.
- (c) Production Term. The “Production Term” component of the Lease and Easement Term, if any, shall commence on the first to occur of (i) the first date of Commercial Production, or (ii) the Outside Construction Date, and shall continue for 30 years thereafter. Lessee shall provide Owner with ~~a courtesy written~~ notice of the commencement of ~~Commercial~~the Production Term within thirty (30) days following the date of such commencement, but the failure to provide notice of such date shall not affect Lessee’s rights hereunder. For avoidance of doubt, a failure of the Project to achieve Commercial Production prior to the Outside Construction Date shall not be a

default hereunder; rather, it shall only serve to inflect the term of this Agreement to the Production Term from the Construction Term.

- (d) Extended Production Terms. Lessee shall have the right to extend the Production Term for two consecutive terms of five years each in accordance with the terms and provisions of this Agreement (each, an “Extended Production Term”) by providing written notice to Owner of Lessee’s intent to so extend the Production Term by no later than 60 days prior to the end of the Production Term, or, if applicable, the initial Extended Production Term. Each Extended Production Term shall begin on the expiration date of the Production Term or the previous Extended Production Term, as applicable.
- (e) Delays During Lease and Easement Term. At Lessee’s option, any component of the Lease and Easement Term and the Outside Construction Date may be extended on a day-for-day basis for any period during which construction or operation of the Project, or the exercise of any other Lease Rights or Easement Rights, is delayed or suspended because of the occurrence of a Regulatory Suspension or Force Majeure; provided, however, that no such extension shall excuse Lessee’s obligations to make any payment to Owner required by this Agreement. The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure event, provided that: (i) the non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, but in no event later than 30 days thereafter, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; (iii) the non-performing Party uses good faith and commercially reasonable efforts to remedy its inability to perform; and (iv) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, each Party shall give prompt written notification thereof to the other Party.
- (f) Termination by Lessee / Reduction in Size of the Leased Premises. Provided Lessee is not in default under any term of this Agreement beyond any applicable notice and cure period, Lessee, at its option, shall have the right to terminate this Agreement at any time during the Lease and Easement Term, as to all or any part of the ~~Leased Premises~~, Lessee Property, which termination shall be effective upon providing written notice of such termination to Owner. If Lessee’s notice is a full termination of this Agreement as to all of Lessee Property, the Parties shall be relieved of all further duties and obligations under this Agreement, except for (i) payment of any accrued and unpaid obligations owed by either Party as of the date of termination; (ii) removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any partial termination by Lessee, the Parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof so terminated by Lessee, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of this Agreement. The Parties agree to execute an amendment to this Agreement evidencing such partial termination upon the request of Lessee.

5. **Payments**. Lessee agrees to pay Owner the amounts set forth in Exhibit C as consideration for the Lease, Easements, ~~and~~ Lessee’s other rights and interests in the Leased Premises and the

[Transmission Easement Area and Lessee's rights set forth in Sections 3\(a\) and 3\(b\) of this Agreement with respect to the](#) Owner's Adjacent Property.

6. **Improvements.**

- (a) **Rights of Lessee.** Lessee shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, repair, replace, relocate, and remove all facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials, and property of every kind and character necessary or desirable in the reasonable opinion of Lessee for the construction and operation of portions of the Project on the Leased Premises and the Transmission Easement Area, including the Solar Panels, Collection Facilities, Substations, Weather Instruments, Storage Facilities, and Roadway Improvements, together with related appurtenances (collectively, the "**Improvements**").
- (b) **Ownership of Improvements.** Except as otherwise provided in [Section 9\(f\)](#), all Improvements shall at all times remain the property of Lessee, and Owner shall have no right, title, or interest therein. All Improvements constructed or placed on the Leased Premises [or the Transmission Easement Area](#) by Lessee during the Term may be repaired, replaced, relocated, removed, added to, or expanded upon by Lessee at any time during the Term. Owner expressly waives any statutory lien or common law liens on the Improvements to which Owner might be entitled.
- (c) **Construction Liens.** Lessee shall not permit any liens arising out of Lessee's use of Lessee Property under this Agreement to be filed against [Owner's interest in](#) the Leased Premises or the Land. Lessee shall, within 60 days after it receives notice of the lien, provide a bond or other security that Owner may reasonably request, or remove such lien from the Leased Premises or the Land in the manner provided by applicable law.
- (d) **Location of Improvements.** The net acreage required from the Leased Premises for the Improvements for which the Lease and Easements are being granted (and the ultimate location of such Improvements) cannot be determined until the completion of Lessee's inspection, testing, study, and surveying of the Leased Premises during the Development Term. Along with the Construction Notice, Lessee shall deliver to Owner a plan of development showing the contemplated locations of the Improvements and a calculation of the net acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as [Exhibit D](#) to this Agreement, and shall confer with Owner to minimize any interference with Owner's use of any of Owner's Adjacent Property or any of the Leased Premises that is not included in the Project; provided, Lessee shall have discretion as to the ultimate location of the Improvements. During the final development and construction of the Project, such locations may need to be amended in Lessee's discretion. Further, following construction, the Improvements may need to be relocated or rerouted by Lessee, which Lessee may perform at any time during the Term of this Agreement, so long as the nature and extent of any such relocated or rerouted Improvements are not materially different and impose no materially greater burden on the Leased Premises than the original locations or routes, and so long as Lessee takes commercially reasonable efforts to minimize disruption or inconvenience to Owner. Within 10 days following the request of Lessee from time to time, Owner shall enter into an amendment of this Agreement and/or any recorded memorandum hereof in order to more particularly describe the Lessee Property.

(e) Removal of Improvements. Upon full or partial termination of any of the Lease Rights or Easements, Lessee shall remove all Improvements and restore the area formerly occupied by the Improvements to substantially the same physical condition that existed immediately before the construction of the Improvements to the extent reasonably practicable (the “Removal Obligations”). At Owner’s request, all or any part of the Roadway Improvements may be left for use by Owner. Owner hereby grants Lessee all rights of access, including after full or partial termination of any of the Lease Rights or Easements, to fulfill the Removal Obligations. No later than the ~~15th anniversary of the commencement of Commercial Production~~the Construction Term, Lessee shall post a bond or letter of credit with sufficient surety to pay for the cost of removal of the Improvements from Owner’s land and to restore Owner’s land to its pre-construction condition, net of the salvage value of the equipment to be removed, as determined by an independent equipment appraiser selected to the mutual satisfaction of Owner and Lessee; provided, however, that to the extent that any governmental authority requires a decommissioning or restoration bond, letter of credit, cash deposit, or other security to cover Lessee’s removal and restoration obligations under this Agreement, then Lessee shall comply with the requirements of such governmental authority. Lessee’s compliance with such governmental decommissioning and restoration requirements is agreed, and shall be deemed, by Owner to fulfill and replace all of Lessee’s obligations of this Section 6(e).

7. **Ownership and Title Matters**. Owner warrants and represents to Lessee as follows:

- (a) Authority. Owner represents and warrants that it is the holder of fee simple title and is the sole owner of the ~~Leased Premises and the Owner’s Adjacent Property~~Land and has the unrestricted right and authority to sign this Agreement and to grant Lessee the Lease and Easements and other rights granted in this Agreement. If Owner is an individual, Owner represents and warrants that either (i) Owner is unmarried or (ii) Owner’s spouse has joined in the execution of this Lease, or (iii) Owner is married but dealing in his/her sole and separate property. When signed by both parties, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.
- (b) Other Agreements. The Leased Premises and the Transmission Easement Area are not subject to any other agreements, options, rights of first refusal or other prior right of any party to purchase, lease or acquire easements in the Leased Premises or the Transmission Easement Area, or create any prior claim or right that would preclude or interfere with Lessee’s rights and interests under this Agreement and the Lease and Easements.
- (c) Minerals. Except to the extent disclosed by Owner to Lessee at the time of the execution of this Agreement by Owner, Owner owns all of the oil, gas and other minerals, and all rights thereto as on or under the Leased Premises and the Transmission Easement Area. Owner shall use its best efforts to help Lessee, if requested (at no out-of-pocket cost or expense to Owner), obtain from any mineral rights holder existing as of the date hereof (or any lessee or holder of a working interest, if applicable) (collectively, with any future holders of mineral rights, the “Subsurface Rights Holder”) a commercially reasonable surface use waiver, surface use accommodation agreement, non-disturbance agreement, or other similar instrument. During the Development Term and Construction Term, Owner shall not grant to any

prospective Subsurface Rights Holder any right to use the surface of the Leased Premises or the Transmission Easement Area without the prior written consent of Lessee, not to be unreasonably withheld, conditioned, or delayed. During the Production Term, Owner may grant to Subsurface Rights Holders the right to use the surface of the Leased Premises or the Transmission Easement Area (excluding any Lessee Property), provided that such use does not interfere with Lessee's rights hereunder as determined by Lessee in the exercise of its reasonable discretion. In no event shall Owner grant to any future Subsurface Rights Holder any right to use the Leased Premises or the Transmission Easement Area in a manner that could reasonably be expected to result in loss of subjacent support to the Project.

- (d) Owner Mortgage. Except as disclosed by Owner to Lessee in writing at the time of the execution of this Agreement by Owner, there are no mortgages encumbering the Leased Premises or the Transmission Easement Area ("Owner Mortgage").
- (e) Notice and Opportunity to Cure. If there is an Owner Mortgage that encumbers the Leased Premises and/or the Transmission Easement Area and Owner receives from the holder thereof ("Owner Mortgagee") any notice that payments are overdue, Owner shall notify Lessee and each Lessee Mortgagee by sending a copy of such overdue payment notice to Lessee by the earlier of (i) five days after receipt, or (ii) three business days prior to the date by which a default under or in respect of such Owner Mortgage could occur. If Lessee or any Lessee Mortgagee determines that it would be in Lessee's interest to make such payments to Owner Mortgagee on Owner's behalf, whether as a result of receiving such notice or otherwise, Lessee shall have the right to make such payments and to credit the payments so made against the Annual Installment Payments until Lessee is fully reimbursed.
- (f) Subordination, Non-disturbance, and Attornment Agreement. If there is an Owner Mortgage that encumbers the Leased Premises and/or the Transmission Easement Area, Owner shall cooperate with Lessee to obtain a Subordination, Non-disturbance and Attornment Agreement ("SNDA") in the form prepared and provided by Lessee, from each Owner Mortgagee, pursuant to which such Owner Mortgagee agrees, among other things, not to disturb Lessee's possession and use of the Leased Premises or the Transmission Easement Area. Lessee shall, at its sole cost and expense, record each such SNDA in the Official Records. If Owner fails to deliver a SNDA from each Owner Mortgagee, Lessee may, at its sole option, either (i) terminate this Agreement immediately upon written notice to Owner, or (ii) take such action as Lessee deems reasonably necessary to effect the rights granted to Lessee hereunder (including, without limitation, paying off Owner's Mortgage in whole or in part), and off-set all amounts expended in such efforts against the Annual Installment Payments and any other amounts due or that may become due hereunder or in respect hereof.

8. **Representations and Warranties of Owner**. Owner hereby makes the following further representations and warranties:

- (a) Physical Condition. Owner has no knowledge of any existing physical conditions of the Leased Premises or the Transmission Easement Area which would prevent, significantly restrict, or make more expensive Lessee's development of the Leased Premises or the Transmission Easement Area for the purposes specified in this Agreement, or that could, with the passage of time, or the giving of notice, constitute

a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

- (b) Legal Restrictions. Owner has no knowledge of any law, regulation, ordinance, or order of any local, state, or federal governmental authority that would prohibit or significantly restrict Lessee's development of the Leased Premises or the Transmission Easement Area pursuant to this Agreement. This Agreement does not violate any contract, agreement, instrument, judgment, or order to which Owner is a party or that affects the Leased Premises or the Transmission Easement Area. To the best of Owner's knowledge, the Leased Premises and the Transmission Easement Area are currently in full and complete compliance with all governmental laws, ordinances, orders, rules, and regulations applicable thereto.
- (c) No Litigation. No litigation is pending, and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Leased Premises or the Transmission Easement Area. If Owner learns of any litigation or administrative action proposed, threatened or instituted with respect to the Leased Premises and/or the Transmission Easement Area, Owner shall give Lessee notice within 30 days thereof.

9. **Use, Operation, and Maintenance.**

- (a) Exclusive Use by Lessee. Lessee shall have the exclusive right (i) to use and possess the Leased Premises in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to investigate, inspect, survey, and conduct tests of the Leased Premises and the Transmission Easement Area, including meteorological, environmental, archeological, and geotechnical tests and studies; (iii) to use and convert all of the sunlight resources on the Leased Premises and the Transmission Easement Area; and (iv) to undertake such other activities on the Leased Premises that may be related to the Project, including the storage of Solar Panels, materials, and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.
- (b) No Required Installation or Operation. Nothing in this Agreement shall be interpreted as imposing on Lessee any obligation to install Solar Panels or other Improvements on the Leased Premises, or to construct, install, or operate the Project on the Leased Premises. Lessee shall have the sole discretion to determine if and when any Solar Panels and other Improvements may be constructed on the Leased Premises, and if and when to commence the construction or operation of the Project on the Leased Premises.
- (c) Permits and Approvals. Lessee shall be responsible, at its sole cost and expense, for obtaining any governmental permits and approvals necessary for the construction and operation of the Project and the construction and operation of the Improvements. Owner shall cooperate, at no out-of-pocket cost or expense to Owner, with Lessee as necessary to obtain any governmental or utility approvals or permits, including signing any applications for such approvals.
- (d) Compliance with Laws. Lessee shall comply in all material respects with laws applicable to its use of the Leased Premises, the Transmission Easement Area and Lessee Property. Lessee shall have the right, in its sole discretion and at its sole

expense, in Lessee's name, to contest the validity or applicability to the Leased Premises, the Transmission Easement Area and Lessee Property of any law, ordinance, statute, order, regulation, property assessment, or the like made by any governmental agency or entity. Lessee shall control any such contest and Owner shall cooperate with Lessee in every reasonable way in such contest at no out-of-pocket cost or expense to Owner.

- (e) Care and Appearance. Lessee, in its exercise of the lease, easement, and other rights granted hereunder, shall, at all times, maintain the Leased Premises and the Improvements in a reasonably neat, clean, and presentable condition. Lessee shall not willfully damage or destroy the Leased Premises and shall keep the Leased Premises clean and free of debris created by Lessee, its contractors, or others brought on to the Leased Premises by Lessee. Lessee shall not use the Leased Premises for storage, except for materials, construction equipment, and vehicles directly associated with construction or maintenance of the Improvements on the Leased Premises or on adjacent or neighboring properties that are part of the Project.
- (f) Fences and Gates. Lessee shall consult with Owner as to the location of all fences, gates, and cattle guards that it intends to construct on the Leased Premises outside of the Lessee Property; provided, that Lessee shall have sole discretion as to the ultimate location of any fences, gates, and cattle guards necessary to safeguard the Project. At Owner's request, Lessee shall repair or replace any of Owner's fences, gates, or cattle guards on Owner's Adjacent Property damaged or removed in connection with Lessee's activities on ~~Owner's Adjacent Property~~ the Leased Premises or the Transmission Easement Area. Fences removed from the Leased Premises, if replaced, shall be re-built by Lessee at its expense in mutually agreeable locations. All fence repair and construction of Owner's fences, gates, or cattle guards shall be substantially similar to the construction of fences and cattle guards that exist on the Leased Premises as of the Effective Date. Once completed, all replacement fences, gates, and cattle guards shall be owned and maintained by Owner. Upon abandonment or termination of the rights granted to Lessee in this Agreement, any fences, gates, and cattle guards installed by Lessee shall remain and become the property of Owner. To minimize the need for temporary fencing, Owner will cooperate with Lessee to avoid pasturing animals on or near the Improvements during periods of construction, maintenance, or removal activity by Lessee. Owner will discuss with Lessee what temporary fencing is necessary during the periods of construction, maintenance, or removal activity by Lessee.
- (g) Roadway Maintenance and Repairs. Lessee agrees to maintain and repair all Roadway Improvements located on Lessee Property; provided, however, Owner shall repair any damage or perform any special maintenance of the Roadway Improvements caused by Owner or any Person using the Roadway Improvements with Owner's permission, other than Lessee, or if Owner fails to repair such damage or perform such special maintenance within 30 days following written notice from Lessee specifying the damage to be repaired or the special maintenance required then Owner shall reimburse Lessee for any costs and expenses incurred by Lessee to repair any such damage or perform any such special maintenance and if Owner so fails to reimburse Lessee, Lessee shall have the right to setoff such costs and expenses against such amounts as may become due and payable by Lessee hereunder.

- (h) Conservation Reserve Program. If Owner is a party to a Conservation Reserve Program contract (“CRP Contract”) with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410, Owner shall provide Lessee with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Lessee shall reimburse Owner for the penalties and interest, if any (including for any past payments received by Owner that must be repaid by Owner), assessed by ~~the~~ the U.S. Department of Agriculture as a result of the construction of the Improvements on the ~~Owner’s Adjacent Property~~ Leased Premises and the Transmission Easement Area. Owner shall cooperate with Lessee in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Improvements on the ~~the~~ Leased Premises and the Transmission Easement Area covered by a CRP Contract.
- (i) Damage to Landowner’s Property.
- (i) Crop Damage; Cattle. The parties anticipate and acknowledge that, in the exercise of Lessee’s construction rights granted under Section 2(b), Lessee may damage or destroy crops on the Leased Premises. If any of Owner’s growing crops are materially damaged or destroyed as a result of such activities of Lessee during the Construction Term, then Lessee shall promptly pay to Owner an amount equal to the greater of (x) the actual out-of-pocket costs theretofore incurred by Owner in planting, irrigating, and fertilizing such growing crops in the applicable calendar year (excluding any and all capital expenditures, including, without limitation, the cost of cattle, farm equipment, or machinery), or (y) the fair market value of such growing crops in their condition prior to such damage, destruction, or removal as established by multiple peril crop insurance historic yields for the immediately preceding 10 years. In the event that any cattle owned by Owner are injured or die as a result of negligent acts or omissions of Lessee, its contractors or employees on the Owner’s Adjacent Property, then Lessee shall ~~promptly~~ pay to Owner an amount equal to the fair market value of such cattle: within thirty (30) days following Lessee’s receipt of reasonable evidence (i) that the death or injury was caused by the negligent acts or omissions of Lessee, its contractors or employees on the Owner’s Adjacent Property, and (ii) of the fair market value of such cattle.
- (ii) Drain Tile or Irrigation System Damage. Prior to the commencement of the Construction Term, Owner shall provide Lessee with information regarding the location of any tile lines or irrigation systems that may be located on the Leased Premises or the Transmission Easement Area, including GPS coordinates if available. Lessee, in the exercise of its construction rights granted under Section 2(b), will take commercially reasonable steps to avoid damaging any such tile lines or irrigation systems on the Leased Premises. Lessee agrees to repair, replace, and/or reroute underground tile lines damaged during construction of the Project. Upon reasonable notice, Owner shall be given the opportunity to inspect the repair, replacement, or rerouting of tile or irrigation systems prior to being covered with topsoil.

10. Taxes.

- (a) Owner's Taxes. Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("Taxes") levied or assessed against the ~~Leased Premises~~ Land and all improvements thereon by governmental authorities, other than Lessee's Taxes referenced in Section 10(b) (Taxes, excepting Lessee's Taxes, "Owner's Taxes").
- (b) Lessee's Taxes. Subject to timely receipt from Owner and/or appropriate governmental agency of the relevant statement for Taxes pursuant to this Section 10(b), Lessee shall pay prior to delinquency any personal property Taxes on Improvements and/or any Taxes that were directly attributable to solar energy conversion equipment installed by Lessee and all increases (including any increases attributable to a change in the valuation from agricultural use) in the ad valorem property Taxes levied against the Leased Premises and/or the Transmission Easement Area that are assessed for the period from and after the date of this Agreement until the end of the Term hereof as a result of the installation of Lessee's Improvements and/or solar energy conversion equipment on the ~~Property~~ Leased Premises and/or the Transmission Easement Area ("Lessee's Taxes"). Lessee shall not be responsible for Taxes attributable to improvements installed by Owner or others on the Land or other Owner's Adjacent Property. Owner shall submit the annual statement for Taxes to Lessee within a reasonable time after the date Owner receives the statement from the taxing authority and in any event not less than 30 days prior to the date such Taxes are due and payable. In the event that Owner has been delinquent in payment of Owner's Taxes for a period of at least two years, Lessee may elect to have the statement for Taxes sent directly to Lessee. In such event, Lessee shall pay all Lessee's Taxes to the appropriate taxing authority prior to delinquency, and Owner shall pay to Lessee Owner's Taxes prior to delinquency (or Lessee may pay Owner's Taxes and offset such amount against the Annual Installment Payments). If Lessee receives such statement directly, Lessee shall submit a copy of the statement for Taxes to Owner within 30 days after the date Lessee receives the statement from the taxing authority. Any recapture liability associated with the change in use of the Leased Premises from agricultural use shall be paid by Lessee.
- (c) Failure to Pay. In the event either Party fails to pay their share of Taxes prior to delinquency, the other Party shall have the right to pay such Taxes and any accrued penalties or interest, which payments shall increase or be offset against other payments due under this Agreement.
- (d) Lessee's Right to Contest. Lessee may contest the legal validity or amount of any Lessee's Taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. With respect to any Lessee's Taxes which may constitute a lien on ~~Owner's Adjacent Property~~ the Land, Lessee shall promptly pay such Taxes unless the proceeding in which it contests such Taxes shall operate to prevent or stay the collection of the Taxes so contested or unless Lessee removes any such lien by bonding or otherwise. Owner agrees to render to Lessee all reasonable assistance in contesting the validity or amount of any such Taxes, with the exception of Taxes levied by Owner, including joining in the signing of any reasonable protests or pleading which Lessee may deem advisable to file; provided, however, that Lessee

shall reimburse Owner for its reasonable out-of-pocket expenses, including Attorneys' Fees, incurred in connection with providing such assistance.

11. **Mortgage of Lessee Property.**

- (a) **Right to Mortgage.** Lessee may, without requiring Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement and Lessee Property. These various security interests in all or a part of this Agreement and Lessee Property are collectively referred to as a "Lessee Mortgage" and holder of such security interest, a "Lessee Mortgagee". Any Lessee Mortgagee shall use Lessee Property only for the uses permitted under this Agreement. Whenever Lessee has granted a security interest under this Section 11, it will give Owner notice of the Lessee Mortgage (including the name and address of the Lessee Mortgagee for notice purposes) to Owner within 30 days; provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner to provide such Lessee Mortgage notice until the Lessee and its address is given to Owner.
- (b) **Notice of Default and Opportunity to Cure.** As a precondition to exercising any rights or remedies related to any alleged default by Lessee under this Agreement, Owner shall give written notice of the default to each Lessee Mortgagee at the same time it delivers notice of default to Lessee, specifying in detail the alleged event of default and the required remedy. Each Lessee Mortgagee or its designee shall have the right, but not the obligation, to cure any default as Lessee, and/or the right, but not the obligation, to remove any Improvements or other property owned by Lessee or such Lessee Mortgagee located on the Leased Premises and/or the Transmission Easement Area to the same extent as Lessee. The cure period for any Lessee Mortgagee shall be the later of (i) the end of the Lessee cure period under Section 16; (ii) 30 days after such Lessee Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 11(c). Failure by Owner to give a Lessee Mortgagee notice of default shall not diminish Owner's rights against Lessee, but shall preserve all rights of the Lessee Mortgagee or its designee to cure any default and to remove any Improvements or other property of Lessee or the Lessee Mortgagee located on ~~Owner's Adjacent Property~~the Leased Premises and/or the Transmission Easement Area.
- (c) **Extended Cure Period.** If any default by Lessee under this Agreement cannot be cured without the Lessee Mortgagee obtaining possession of all or part of Lessee Property, then any such default shall be deemed remedied if a Lessee Mortgagee: (i) within 60 days after receiving notice from Owner as set forth in Section 11(b), acquires possession of all or part of Lessee Property, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of Lessee Property performs all other obligations as and when the same are due in accordance with the terms of this Agreement (provided, however, that the Lessee Mortgagee will not be responsible to cure any outstanding defaults by Lessee that are not reasonably susceptible of cure). If a Lessee Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the 60-day period specified above for commencing proceedings shall be extended for the period of such prohibition.

- (d) Lessee Mortgagee Liability. Any Lessee Mortgagee whose interest in Lessee Property is held solely for security purposes, shall have no obligation or liability under this Agreement unless and until the Lessee Mortgagee succeeds to absolute title to Lessee Property and the rights of Lessee under this Agreement. Any Lessee Mortgagee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such absolute title.
- (e) Certificates. Within 20 days of Lessee's request as required in connection with any financing or refinancing of the Project or any proposed sale of the Project from time to time, Owner shall execute any estoppel certificates (certifying as to truthful matters, including that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Lessee or any Mortgagee may reasonably request from time to time. Owner's failure to execute and return any requested estoppel certificate within such 20-day period shall be deemed confirmation by Owner of the truthfulness of the statements contain in such estoppel certificate. The Parties shall negotiate in good faith any amendment to this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Lessee Mortgagee to implement the provisions contained in this Agreement or to preserve a Lessee Mortgagee's security interest.
- (f) Lessee Mortgagee's Right to Enforce Mortgage and Assign. Each Lessee Mortgagee shall have the right, in its sole discretion: (i) to assign its Lessee Mortgage; (ii) to enforce its lien and acquire title to all or any portion of Lessee Property by any lawful means; (iii) to take possession of and operate all or any portion of Lessee Property and to perform all obligations to be performed by Lessee under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of Lessee Property by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer all or any portion of the Lessee rights under this Agreement to a third party in accordance with Section 12. Any Lessee Mortgagee or other party who acquires Lessee's interest in all or a portion of Lessee Property pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Agreement.
- (g) New Lease and Easement Agreement.
- (i) If Lessee Property is foreclosed upon or there is an assignment in lieu of foreclosure, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, or if this Agreement terminates for any other reason, and, within 90 days after such event, Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Owner to cure any material defaults under this Agreement that are reasonably susceptible of cure, and for the payment of all Annual Installment Payments or other charges due and payable by Lessee as of the date of such event, then Owner shall execute and deliver to Lessee or such Lessee Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new lease and easement agreement ("New Agreement") which (A) shall be for a term equal to the remainder of the Term of this Agreement before giving effect to such rejection or termination; (B) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Lessee or any Lessee

Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of this Agreement); and (C) shall include that portion of Lessee Property in which Lessee or such other Lessee Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination.

- (ii) If more than one Lessee Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the Lessee Mortgagee requesting such New Agreement whose Lessee Mortgage is prior in time (unless the priority of such Lessee Mortgages is otherwise altered by any recorded instrument), and the written request of any other Lessee Mortgagee whose lien is subordinate shall be void and of no further force or effect. The provisions of this Section 11 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 11 were a separate and independent contract made by Owner, Lessee and each Lessee Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such New Agreement, such Lessee Mortgagee or other purchaser at a foreclosure sale may use and enjoy Lessee Property without hindrance by Owner or any Person claiming by, through or under Owner; provided that all of the conditions for the New Agreement as set forth above are complied with.

- (h) Lessee Mortgagee's Consent to Amendment, Termination, or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as any Lessee Mortgage remains outstanding, this Agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation, or release of all or any part of Lessee Property from Lessee, prior to expiration of the Term of this Agreement, without the prior written consent of the Lessee Mortgagee holding such Lessee Mortgage. This provision is for the express benefit of and shall be enforceable by each Lessee Mortgagee as if it were a party named in this Agreement.

12. **Assignment and Sublease.** Lessee shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of this Agreement or the ~~Leased Premises~~Lessee Property, on either an exclusive or a non-exclusive basis, or to grant sub-easements, co-easements, easements, licenses, or similar rights with respect to the ~~Leased Premises or the~~ Lessee Property (collectively, "Assignment"), to one or more Persons, which may include a Transmission Service Provider (each such Person, an "Assignee"). Each Assignee shall use the ~~Leased Premises or the~~ Lessee Property only for the uses permitted under this Agreement. When Lessee makes any Assignment under this Section 12, Lessee shall give written notice to Owner of such Assignment (including the interest conveyed by the Assignment and address of the Assignee for notice purposes) to Owner; provided, Lessee's failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such Assignment or conveyance until such notice is given. Owner shall notify Lessee promptly upon Owner's transfer of its fee title interest in and to the Owner's Adjacent Property, and Lessee shall be entitled to pay any amounts payable to hereunder to the prior title holder until such time as such notice is received. Owner shall not have the right to transfer its interest in and to this Agreement (including, without limitation, its right to receive payment hereunder) separate and apart from its fee interest in and to the Leased Premises and any such transfer or attempted transfer shall be void *ab initio*.

13. **Hazardous Materials; Environmental Laws.**

- (a) **Owner's Representations and Warranties.** Owner represents and warrants that, to the best of Owner's knowledge, the Leased Premises ~~is~~ and the Transmission Easement Area are not and has not been in violation of any Environmental Laws, and Owner has not received any notice or other communication from any governmental authorities alleging that the Leased Premises ~~is~~ or the Transmission Easement Area are in violation of any Environmental Laws. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of ~~Owner's Adjacent Property~~ the Leased Premises or the Transmission Easement Area, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of ~~Owner's Adjacent Property~~ the Leased Premises or the Transmission Easement Area. Owner warrants that Owner has done nothing to contaminate Leased Premises or the Transmission Easement Area with Hazardous Materials or wastes.
- (b) **Owner's Covenants.** Owner shall not violate any Environmental Law in, on, or under ~~Owner's Adjacent Property~~ the Leased Premises or the Transmission Easement Area.
- (c) **Owner's Indemnity Regarding Hazardous Materials.** Owner shall indemnify, defend, protect, and hold Lessee harmless from any Claims based on (i) any violation of Environmental Laws related to the Leased Premises or the Transmission Easement Area that exists as of the Effective Date, (ii) any violation by Owner or its employees, agents, or contractors of Environmental Laws, including the release of Hazardous Materials in, on, under, or about ~~Owner's Adjacent Property~~ the Leased Premises and/or the Transmission Easement Area, that occurs after the Effective Date. The indemnity obligations set forth herein shall survive termination of this Agreement.
- (d) **Lessee's Covenants.** Lessee shall, at Lessee's sole cost and expense, promptly take removal or remedial action required by Environmental Law regarding any Hazardous Materials brought onto the Leased Premises or the Transmission Easement Area by Lessee or its employees, agents, or contractors. Owner shall cooperate with Lessee regarding any scheduling or access to the Leased Premises or the Transmission Easement Area in connection with any action required hereunder.
- (e) **Lessee's Indemnity Regarding Hazardous Materials.** Lessee shall indemnify, defend, protect, and hold Owner harmless from any Claims based on (i) the violation by Lessee or its employees, agents, or contractors of any Environmental Law, or (ii) the release of Hazardous Materials in, on, under, or about the Leased Premises or the Transmission Easement Area caused by Lessee or its employees, agents, or contractors. The indemnity obligations set forth herein shall survive termination of this Agreement.

14. **Insurance and Indemnity.**

- (a) **Lessee Insurance.** At all times during the Term, Lessee shall maintain in effect (i) Commercial General Liability Insurance, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and (ii) Umbrella Liability Insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate. Lessee may meet these minimum insurance requirements with any combination of primary, excess, or self-insurance. Upon a written request by Owner, Lessee shall name Owner as additional insured on such

insurance policy and provide Owner with a certificate of such insurance or, if applicable, a letter of self-insurance.

- (b) Indemnity by Lessee. Lessee shall defend, indemnify, protect, and hold harmless Owner from and against all third party Claims that may be incurred, or that may be asserted against, Owner or the Leased Premises resulting from the negligence, willful misconduct, or breach of this Agreement by Lessee, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Owner, its agents, contractors or employees, invitees, licensees, or permittees.
- (c) Indemnity by Owner. Owner shall defend, indemnify, protect, and hold harmless Lessee from and against all third party Claims that may be incurred, or that may be asserted against, Lessee or Lessee Property resulting from the negligence, willful misconduct, or breach of this Agreement by Owner, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Lessee, its agents, contractors or employees, invitees, licensees, or permittees.
- (d) Survival. The obligations of the Parties under this Section 14 shall survive expiration or other termination of this Agreement.

15. **Confidentiality**. This Agreement includes confidential and proprietary information relating to Lessee and the Project. Owner agrees not to provide copies of this Agreement or disclose the terms of this Agreement to any unauthorized Person. Lessee authorizes Owner to provide copies of this Agreement and disclose its terms to Owner's family (with "family" being deemed to include all devisees or descendants of owner by will or intestacy), attorney, accountant, financial advisor, and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Owner and for no other purpose, so long as such authorized Persons either (a) agree in writing to become subject to the confidentiality provisions hereto and not to provide copies of this Agreement or disclose the terms thereof to any unauthorized Person, or (b) are otherwise required to keep such matters confidential. Owner shall, and shall cause such authorized Persons to, return all material containing any confidential information to Lessee immediately upon its request. Owner shall, and shall cause such authorized Persons to, destroy immediately upon request by Lessee such analyses, compilation, studies, or other documents, and any oral information will continue to be subject to the terms of this Agreement. Owner agrees that Lessee will have no adequate remedy at law if any Person violates any of the terms of this Agreement. In such event Lessee will have the right, in addition to any other rights Lessee may have, to obtain injunctive relief to restrain any breach or threatened breach by third party or specific enforcement of such terms plus reimbursement of Attorneys' Fees. Except as contemplated by the memorandum of lease described in Section 19(b), neither Party shall publish, file for public record, reproduce, or otherwise disseminate this Agreement or any of the terms and provisions hereof to any party, other than such authorized Persons set forth above, without the prior written consent of Lessee, which consent may be withheld for any reason and in Lessee's sole discretion.

16. **Default and Remedies**.

- (a) Lessee Payment Default. If Lessee shall fail to pay any amounts due as set forth in Exhibit C, which failure continues for more than 30 days from receipt of written notice from Owner that such amount is due, then Lessee shall be in default ("Lessee Payment Default") and Owner shall have the following remedies:

- (i) Collection of Payments. With or without terminating this Agreement, Owner may file a lawsuit against Lessee to collect any unpaid amounts set forth in Exhibit C together with interest thereon that accrues during the continuance of the Lessee Payment Default, calculated at a rate (“Default Rate”) equal to the lesser of (i) 10% per annum, or (ii) the maximum lawful rate.
- (ii) Terminate Agreement. Owner may not terminate this Agreement because of any Lessee Payment Default without first giving Lessee written notice of its intention to terminate this Agreement (“Termination Notice”), to be effective on a date to be specified by Owner that is at least 30 days after the date of the Termination Notice. If, by the date specified in the Termination Notice, Lessee fails to pay the amount required to cure the Lessee Payment Default (including interest at the Default Rate that accrues during the continuance of the Lessee Payment Default), Owner’s termination of this Agreement shall become effective on the date specified in the Termination Notice. Upon such termination, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination (including the amount owed by Lessee with respect to the Lessee Payment Default and interest payable with respect thereto); (ii) the removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Owner’s right to terminate this Agreement pursuant to this Section 16(a)(ii) is subject to and conditioned upon Owner giving any Lessee Mortgagee written notice and opportunity to cure the Lessee Payment Default as provided in Section 11(b).
- (iii) Other Lessee Default. Subject to the cure rights of any Lessee Mortgagee under Section 11, Lessee shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement other than a Lessee Payment Default as set forth in Section 16(a) and shall not cure such default within 30 days after receiving notice thereof from Owner (or if such default cannot be cured through the exercise of reasonable diligence within such 30-day period, if Lessee fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) (“Other Lessee Default”). The occurrence of any Other Lessee Default may only result in a cause of action by Owner under applicable law and, other than as set forth in this Section 16(a), Owner hereby waives all other rights it may have, in law or in equity, to terminate this Agreement prior to the expiration of the Term. In the event of any such Other Lessee Default, Owner shall, at least 30 days prior to commencing any cause of action, give written notice of the cause of such Other Lessee Default to Lessee, and any Lessee Mortgagee (of which it has been notified in writing) concurrently, specifying in detail the alleged event of such Other Lessee Default and the required remedy. If Lessee does not cure or commence curing such Other Lessee Default within 30 days of receipt of notice, the Lessee Mortgagee or its designee shall have the absolute right, but not the obligation, to substitute itself for Lessee and perform the duties of Lessee hereunder for the purposes of curing such Other Lessee Default. Owner expressly consents to such substitution, agrees to accept such performance,

and authorizes the Lessee Mortgagee or its designee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises [and/or the Transmission Easement Area](#) to complete such performance with all the rights, privileges and obligations of Lessee hereunder. Owner may cure any Other Lessee Default after Lessee's cure period has expired. If Owner at any time by reason of any Other Lessee Default, pays any sum or performs any act that requires the payment of any sum, the sum paid by Owner shall be due immediately from Lessee to Owner, together with interest on such sum calculated at the Default Rate.

- (b) Owner Default. Owner shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within 30 days after receiving notice thereof from Lessee (or if such default cannot be cured through the exercise of reasonable diligence within such 30-day period, if Owner fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) ("Owner Default"). Upon the occurrence of an Owner Default, Lessee shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) the right, but not the obligation, to cure such Owner Default, and the cost expended or incurred by Lessee to cure same shall be offset against the next payment or payments due under this Agreement by Lessee to Owner; (ii) terminate this Agreement without being liable for prosecution or any claim of damages therefor; and (iii) pursue any and all other action or remedies that may be available to Lessee at law or in equity, including all loss or damage which Lessee may suffer by reason of a termination of this Agreement.

17. Condemnation. ~~{UNDER REVIEW}~~

- (a) Complete Taking. If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of Lessee Property, or all of the Improvements thereon, for any public use or otherwise, then the interests and obligations of Lessee under this Agreement in or affecting Lessee Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of Lessee Property or the Improvements thereon, (ii) the date that Lessee is, in its sole judgment, no longer able or permitted to operate the Project on Lessee Property in a commercially viable manner, or (iii) the date of the condemnation judgment. Lessee shall continue to pay all amounts payable hereunder to Owner until the earlier of such dates, at which time the Parties shall be relieved of any and all further obligations and conditions to each other under this Agreement. No termination of this Agreement shall occur by reason of the foregoing terms and all right, title, interest, and estate of Lessee in and to Lessee Property shall continue hereunder unless and until terminated by any such exercise of power of eminent domain.
- (b) Partial Taking. If, at any time during the term of this Agreement, any authority having the power of eminent domain shall condemn one or more, but not all, of the Solar Panels, or any portion of the Improvements or Lessee Property, then the interest and obligations of Lessee under this Agreement as to those Solar Panels or any portion of the Improvements or Lessee Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes possession of such Solar Panels or any portion of the Improvements or Lessee Property, (ii) the date that Lessee is, in its reasonable judgment, no longer able or permitted to operate the Project on Lessee Property, or any portion thereof, in a commercially viable manner, or (iii) the

date of the condemnation judgment; and, unless this Agreement is terminated as hereinafter provided, this Agreement shall continue in full force and effect as to the remainder of the Solar Panels, Improvements and Lessee Property. If the remainder of the Solar Panels or any other portion of the Improvements or Lessee Property is or becomes insufficient or unsuitable for Lessee's purposes hereunder, as determined by Lessee in its sole discretion, then, subject to the rights of any Lessee Mortgagee under Section 11, Lessee shall have the right to terminate this Agreement as to the portion of Lessee Property to which Lessee continues to hold the rights, at which time the Parties shall be relieved of any further obligations and duties to each other under this Agreement.

(c) Apportionment, Distribution of Award. On any taking, all sums awarded, including damages and interest, shall be paid as follows:

- (i) Any portion of the award by the court on account of (A) the value of the leasehold estate under this Agreement for the remaining Term, assuming the exercise of each Extended Production Term, (B) the value of the Improvements, and (C) any cost or loss that Lessee may sustain in the removal and relocation of Lessee's Improvements, to Lessee;
- (ii) Any portion of the award by the court for Lessee's anticipated or lost revenues or profits, to Lessee;
- (iii) Any portion of the award by the court for Owner's lost revenues, to Owner; and
- (iv) All remaining amounts of the award, to Owner or Lessee consistent with applicable law;

provided that, in the event the award is not sufficient to cover items (i), (ii) and (iii) above in full, then the award or proceeds shall be apportioned between Owner and Lessee pro rata in accordance with the respective fair values thereof.

18. **Notice**. All notices, demands, or consents required under in this Agreement shall be given in writing, and may be given (a) by hand, in which case the notice shall be deemed effective when so delivered, (b) by certified United States Mail, postage pre-paid, in which case the notice shall be deemed to be effective on the third business day following deposit, (c) by delivery via a nationally recognized, overnight receipted courier service, in which case the notice shall be deemed to be effective on the next business day following delivery to such courier service, or (d) by e-mail transmission, in which case the notice shall be deemed effective on the date of such transmission, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in notice under this section):

Notice to Owner: _____

Attn: _____
e-mail: _____

Notice to Lessee: Leeward Renewable Energy Development, LLC
6688 N. Central Expressway, Suite 500
Dallas, Texas 75206
Attn: Legal Department
e-mail: legal@LeewardEnergy.com

19. **Miscellaneous Provisions.**

- (a) **Successors and Assigns.** The terms and provisions of this Agreement shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. In accordance with this Agreement, Lessee in its discretion may authorize other Persons to use Lessee Property for the purposes stated in this Agreement.
- (b) **Memorandum.** Simultaneously with the execution of this Agreement, the Parties shall execute and acknowledge a memorandum of solar lease and easement agreement to provide record notice of this Agreement, which shall be recorded by Lessee at Lessee's expense in the Official Records. At the termination of this Agreement by operation of time or for any other reason, Lessee shall execute, acknowledge, and record in the Official Records a full release of the memorandum so recorded, which shall terminate the memorandum of record.
- (c) **Entire Agreement.** This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.
- (d) **Amendments.** This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties and consented to by any Lessee Mortgagee. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.
- (e) **Legal Matters.** This Agreement shall be governed by and interpreted in accordance with the then existing laws of the Commonwealth of Kentucky, and the state and federal courts situate in Kentucky shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement. The parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good-faith negotiation for a period of fifteen (15) days following delivery of written notice by one party to the other describing with reasonable particularity the nature of the dispute, including citations to the provisions of this Agreement that the party delivering such notice believes have been breached by the other party. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, within such time period, then the parties shall engage in a mediation process in which the parties shall engage a third-party neutral mediator unaffiliated with either party who shall, within thirty (30) days following his or her engagement, convene a meeting of the parties to hear presentations by each party regarding the dispute and work with the parties to attempt to resolve the dispute. Each party agrees to cooperate in good faith with such mediation and the parties shall share equally all costs of the mediation. If, despite such good faith efforts, the parties are unable to resolve such dispute within ninety (90) days following the engagement of the mediator, then each shall have all remedies available at law or in equity and as provided by this

Agreement. ~~OWNER AND LESSEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT.~~

- (f) Waiver of Consequential Damages. NEITHER PARTY, NOR ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, OR EMPLOYEES, SHALL HAVE ANY LIABILITY FOR CLAIMS, SUITS, ACTIONS, OR CAUSES OF ACTION FOR INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT, MULTIPLE, OR CONSEQUENTIAL DAMAGES (INCLUDING CLAIMS FOR LOST PROFITS) CONNECTED WITH OR ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTION TAKEN OR NOT TAKEN IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, INCLUDING ANY SUCH DAMAGES THAT ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, OR ANY OTHER THEORY OF LIABILITY, EXCEPT TO THE EXTENT INCLUDED IN THIRD PARTY CLAIMS COVERED BY THE INDEMNIFICATION PROVISIONS OF SECTION 13 AND SECTION 14 AND EXCEPT TO THE EXTENT ARISING OUT OF ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 15.
- (g) Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.
- (h) Tax Credits. If under applicable law Lessee becomes ineligible for any currently existing tax credit, benefit, or incentive for alternative energy expenditure established by any local, state, or federal government, then, at Lessee's option, the Parties shall negotiate in good faith to amend this Agreement or replace it with a different instrument so as to convert Lessee's interest in Lessee Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit, or incentive. Such amendment or instrument shall not impair any of Owner's rights or increase the burdens or obligations of Owner under this Agreement.
- (i) Approvals. Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld, conditioned, or delayed.
- (j) Authority. Each Party warrants that its respective signatory has the authority to execute this Agreement on behalf of such Party and that each such entity has executed this Agreement pursuant to its organizational documents or a resolution or consent of its Board of Directors or other governing body.
- (k) Time of Essence. Time is of the essence of each provision of this Agreement.

- (l) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.
- (m) Attorneys' Fees and Costs. In the event of any litigation arising between the Parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, paralegals' fees, expert fees, and court costs, plus the cost of collection, at all trial and appellate levels (collectively, "Attorneys' Fees"); provided, however, that any attorney's fees to the extent (and only to the extent) they exceed \$■■■■ per hour (as such amount may be adjusted in accordance with the Consumer Price Index from and after the year 2020) shall not be reimbursed hereunder. This paragraph shall survive expiration or termination of this Agreement.
- (n) Brokerage. The Parties hereby each represent and warrant to the other that no broker or finder has been engaged in connection with this Agreement. In the event any claim for any brokerage commission or fee is asserted against Owner or Lessee in connection with this Agreement, the Party at fault shall indemnify, save harmless, and defend the other Party from and against such claim (including Attorneys' Fees). This section shall survive expiration or earlier termination of this Agreement.
- (o) Quiet Enjoyment. Subject to the terms of this Agreement, Lessee shall have the quiet use and enjoyment of the Lessee Property in accordance with the terms of this Agreement without any suit, claim, or interference of any kind by Owner or any other person or entity.
- (p) Further Assurances. Each Party agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as may be reasonably necessary to fully effectuate each and all of the purposes and intent of this Agreement. Without limiting the generality of the foregoing, within 10 days after receipt of a written request made from time to time by Lessee, Owner shall: (i) enter into any reasonable amendment hereto (A) to correct an error in this Agreement, (B) in the event that the title insurance commitment and/or survey of the Owner's Adjacent Property obtained by Lessee discloses any error in the legal description attached hereto, including without limitation a typographical error, a missing call or a failure to close, to amend such legal description (including by replacing said legal description with a revised description prepared or provided by Lessee's surveyor or title company), or (C) to cause this Agreement to comply with all applicable laws; provided that such amendment shall not materially limit Owner's rights hereunder or materially increase Owner's obligations hereunder; (ii) execute and deliver to Lessee an owner's affidavit, in form and substance reasonably acceptable to Owner, requested by any title company or attorney reviewing title to the Lessee Property; (iii) join with Lessee in the signing of any protest, petition, appeal, or pleading that Lessee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits, and/or approvals, in each case as Lessee may deem necessary or desirable for Lessee's development and use of the Lessee Property as contemplated by this Agreement; and (iv) if because of the nature of this Agreement, Lessee is unable to qualify for any tax credit or similar benefit associated with the Project installed by Lessee on the Lessee Property, amend this Agreement to assure that Lessee will receive such credits and benefits (but only if such amendment does not materially adversely affect Owner's rights or obligations hereunder); and Lessee agrees to pay Owner's reasonable out-of-

pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this paragraph (p).

[Signature page follows]

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

Owner:

████████████████████

By: _____

████████████████████

By: _____

Lessee:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

Definitions

“Agreement” has the meaning set forth in the preamble.

“Annual Installment Payment” has the meaning set forth in Exhibit C.

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

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

“Attorneys’ Fees” has the meaning set forth in Section 19(m).

“Claims” means all liabilities, costs, expenses, obligations, losses, damages, and claims, including Attorneys’ Fees.

“Collection Facilities” means all Improvements whose purpose is to deliver electrical power generated by the Solar Panels to an electrical power grid or other system, transformers, overhead and underground electrical collection lines, telecommunication lines, splice boxes, and interconnection facilities, including the Project’s Substation, and such additional similar Improvements necessary to transmit electrical power to the point of interconnection with the Transmission Service Provider.

“Commercial Production” means deliveries to the electrical grid, and the sale in commercial quantities, of electrical energy generated by the Project.

“Construction Notice” has the meaning set forth in Section 4(a).

“Construction Notice Date” has the meaning set forth in Section 4(a).

“Construction Term” has the meaning set forth in Section 4(b).

“Default Rate” has the meaning set forth in Section 16(a)(i).

“Development Term” has the meaning set forth in Section 4(a).

“Easement Rights” has the meaning set forth in Section 3.

“Easements” has the meaning set forth in Section 3.

“Environmental Laws” means any federal, state, or local environmental health or safety law, statute, ordinance, rule, regulation, or requirement

“Effective Date” has the meaning set forth in the preamble.

“Extended Production Term” has the meaning set forth in Section 4(d).

“Force Majeure” means causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including acts of God, sink holes or subsidence, labor unrest (including slowdowns, picketing, boycotts, or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission or other lines, wires, or cables to the Project by Persons other than Lessee’s employees or contractors, epidemic, war, revolution, riot, civil

disturbance, sabotage, change in law or applicable regulation subsequent to the Effective Date, and action or inaction by any federal, state, or local legislative, executive, administrative judicial agency or body, which, in any of the foregoing cases, by the exercise of due diligence, it is unable to overcome.

“Hazardous Materials” means any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation.

“Improvements” has the meaning set forth in Section 6(a).

“Lease” has the meaning set forth in Section 2.

“Lease and Easement Term” means a subset of the Term comprised of the Development Term, the Construction Term, the Production Term, and any Extended Production Term, in each case if applicable.

“Lease Rights” has the meaning set forth in Section 2.

“Lessee” has the meaning set forth in the preamble.

“Lessee Mortgage” has the meaning set forth in Section 11(a).

“Lessee Mortgagee” has the meaning set forth in Section 11(a).

“Lessee Payment Default” has the meaning set forth in Section 16(a).

“Lessee Property” means, collectively, the Lease, Easements, and Improvements.

“Lessee’s Taxes” has the meaning set forth in Section 10(b).

“New Agreement” has the meaning set forth in Section 11(g).

“Non-Obstruction Easement” has the meaning set forth in Section 3.

“Official Records” means the official records of Hart County, Kentucky.

“Other Lessee Default” has the meaning set forth in Section 16(a)(iii).

“Outside Construction Date” means the date that is 18 months from the Construction Notice Date, subject to extension as set forth in Section 4(e).

“Owner” has the meaning set forth in the preamble.

“Owner Default” has the meaning set forth in Section 16(b).

“Owner Mortgage” has the meaning set forth in Section 7(d).

“Owner Mortgagee” has the meaning set forth in Section 7(e).

“Owner’s Adjacent Property” has the meaning set forth in Section 3(a)(i).

“Owner’s Taxes” has the meaning set forth in Section 10(a).

“Party” has the meaning set forth in the preamble.

“Person” means any individual, partnership, limited liability company, association, corporation, trust, or any other form of business or government entity.

“Production Term” has the meaning set forth in Section 4(c).

“Project” has the meaning set forth in the Recitals, which shall include Lessee Property.

“Regulatory Suspension” shall mean the enactment or application of any law, order, rule, or regulation of the Kentucky Public Service Commission, Federal Energy Regulatory Commission, or other local, state, or federal government authority having jurisdiction over the Project or Lessee, or the failure of any such governmental authority to issue an approval or permit pursuant to any such law, order, rule, or regulation, which results in the delay, interruption, or suspension of the production, sale or transmission of electricity from the Solar Panels.

“Removal Obligations” has the meaning set forth in Section 6(e).

“Roadway Improvements” means all improvements that may be necessary or desirable to construct, maintain, and repair any new and existing roadways and other means of ingress and egress over, across, and along ~~Owner’s Adjacent Property~~ the Leased Premises, including paving or surfacing of the roadways with asphalt, gravel, or other roadway materials, installation of road signs, and the construction and installation of culverts, bridges, drainage ditches, gates, cattle guards, and similar structures and facilities.

“Solar Panels” means any photovoltaic energy system designed for the generation of electrical power from the collection of sunlight, including the photovoltaic panels, foundations, support structures, braces, and related equipment.

“SNDA” has the meaning set forth in Section 7(f).

“Storage Facilities” means all improvements, equipment, batteries, switches, transformers, and other devices for storage of electrical energy, together with all structures, equipment, enclosures, fencing, security devices, and other ancillary facilities related thereto.

“Substation” means electrical lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, all structures, equipment, enclosures, fencing, security devices, and other electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the Project to make it suitable for transmission on, and to deliver it to, an electric power grid or other system.

“Taxes” has the meaning set forth in Section 10(a).

“Telecommunication Facilities” means all Improvements whose purpose is to provide telecommunication services relating to the Project or any of Lessee’s solar powered projects, including telephone, closed-circuit television, microwave, internet, computer data, and other telecommunication services.

“Term” means the Lease and Easement Term.

“Termination Notice” has the meaning set forth in Section 16(a)(ii).

“Transmission Service Provider” means the utility that owns or operates the equipment and facilities to transmit electric energy on the electric power grid or other system.

“Weather Instrument” means instruments used primarily to gather sunlight and meteorological data relating to the Project, and to transmit such data, including such instruments’ foundations, guy wires, sunlight and meteorological data acquisition equipment, power source, and any required data and electrical transmission lines.

EXHIBIT B

Legal Description of ~~Owner's Adjacent Property~~ Leased Premises

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 shaded in yellow below

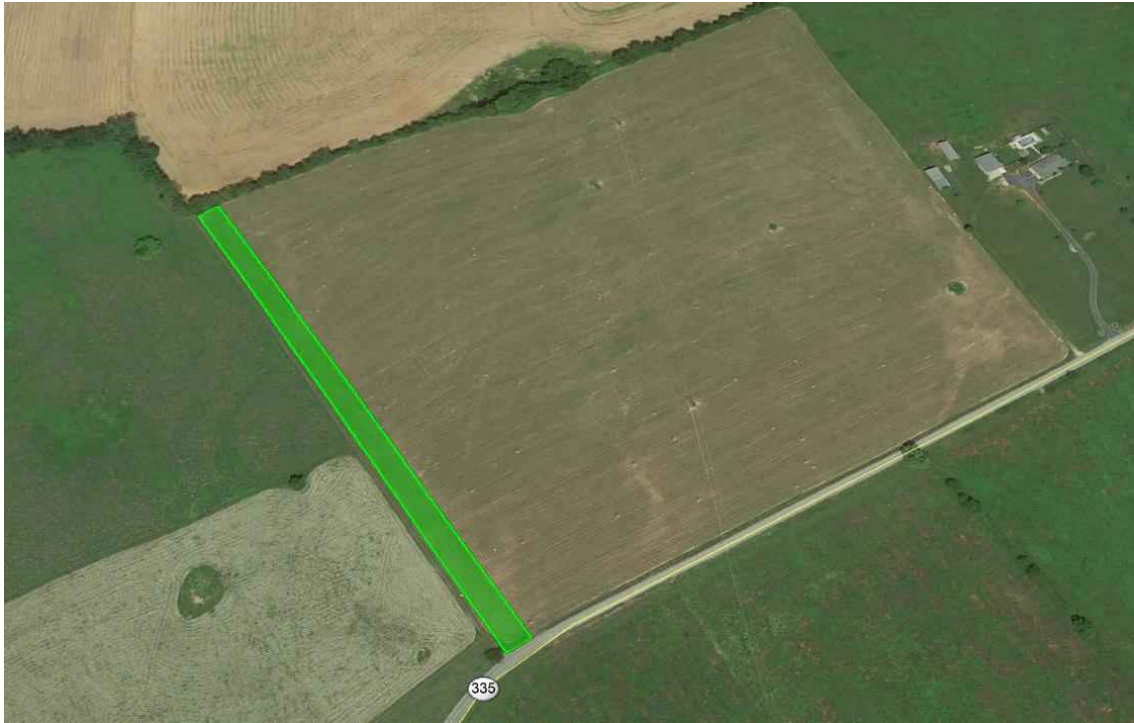


The final metes and bounds legal description of the Leased Premises will be determined by Lessee's ALTA survey.

EXHIBIT B-1

Legal Description of Transmission Easement Area

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 shaded in yellow below.



The final metes and bounds legal description of the Transmission Easement Area will be determined by Lessee's ALTA survey.

EXHIBIT C

Lease and Easement Compensation

1. Payment for Lease and Easements.

(a) During the Development Term, Lessee agrees to pay Owner the amounts set forth below, on or before the respective due dates, in each case based on the acreage determined by the calculation stated in Exhibit D (as it may be adjusted in accordance with Section 4(f) of this Agreement):

Amount	Due Date
	Within 60 days following Effective Date
	6-month Anniversary of Effective Date
	12-month Anniversary of Effective Date
	18-month Anniversary of Effective Date
	24-month Anniversary of Effective Date
	30-month Anniversary of Effective Date
	36-month Anniversary of Effective Date
	42-month Anniversary of Effective Date
	48-month Anniversary of Effective Date
	54-month Anniversary of Effective Date

In the event that Owner reasonably disputes the acreage calculation as determined in Exhibit D or as re-determined following Lessee’s exercise of its right to partially terminate this Agreement as to any part of the Leased Premises pursuant to Section 4.7 of this Agreement and Owner reasonably believes that the acreage amount determined by Lessee is in error by two or more acres, then Owner shall have the right to engage a surveyor to calculate the acreage then contained in the Leased Premises at Owner’s cost and expense and the parties shall cooperate in good faith to resolve any discrepancies that may be disclosed by Owner’s survey.

(b) During the Construction Term, Lessee agrees to pay Owner [REDACTED] (payable within 30 days following the Construction Notice Date), and thereafter [REDACTED] (payable within 30 days following the end of such month), in each case based on the acreage determined by the calculation stated in Exhibit D.

(c) During each year of the Production Term and the Extended Production Term, if applicable, Lessee shall pay to Owner [REDACTED], as consideration for the Lease and Easements (such annual amount, the “Annual Installment Payment”). “Applicable Acreage” shall mean the amount determined by the calculation stated in Exhibit D.

(d) The Annual Installment Payment for any partial year shall be prorated based on the number of days in the partial year included in the Term. If any part of the Improvements is removed before the end of the Term, future Annual Installment Payments due from Lessee to Owner for the Lease and Easements shall be reduced by the acreage attributable to the Improvements removed. If any part of the Improvements remains after the end of the Term, Lessee shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Lessee’s Removal Obligations are fulfilled. However, such payments shall not excuse Lessee from its Removal Obligations, nor extend the time for Lessee to comply with such Removal Obligations.

(e) For the avoidance of doubt, from and after Lessee's delivery of Exhibit D to this Agreement, the Applicable Acreage (as defined in this Exhibit C) shall be calculated by reference to the acreage set forth on Exhibit D.

(f) Lessee shall pay to Owner together with each Annual Installment Payment during the Production Term an annual payment in the amount of [REDACTED]. The prorated portion of such payment for the first partial year of the Production Term shall be made within 30 days following commencement of Commercial Production.

2. Timing of Payments. [REDACTED]

[REDACTED] For example, the Annual Installment Payment for the 2019 calendar year would be due on or before February 28, 2020. After Lessee delivers Exhibit D to Owner, any increase to the Annual Installment Payment shall be paid by Lessee within 30 days following delivery of Exhibit D, and any decrease to the Annual Installment Payment shall be credited against the next Annual Installment Payment due from Lessee to Owner.

3. Payment Allocation. All payments to Owner shall be made based on the following allocation:

Percentage	Payee
100%	[to Owner]
[]%	Name Address
[]%	Name Address
**%	<i>[replicate as necessary]</i>

Lessee shall not be required to pay any amounts to Owner or any designated payee until it receives a completed and signed Form W-9 from Owner or such payee.

HOLDING PAGE FOR EXHIBIT D

Preliminary Lease and Easement Improvement Plan and Acreage Calculation

[to be delivered by Lessee with Construction Notice]

Summary report:	
Litera® Change-Pro for Word 10.12.0.74 Document comparison done on 2/11/2021 11:41:54 AM	
Style name: KL Standard	
Intelligent Table Comparison: Active	
Original DMS: iw://USEDMS.IMANAGE.KLDOMAIN.COM/USE_Active01/308483847/2	
Modified DMS: iw://USEDMS.IMANAGE.KLDOMAIN.COM/USE_Active01/308483847/4	
Changes:	
Add	68
Delete	48
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	116

Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, October 4, 2022 9:34 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Lease Amendment
Attachments: Gardner - Amendment to Solar Lease and Easement.doc; Gardner - Memo Amendment.doc

[REDACTED],

My apologies for not making it over on Saturday. It's crunch time as we prepare to submit the application next week. Everything is looking good!

I spoke to the Burba and Harry Isaacs and they are amenable to making the unutilized portions of their property available to your to grow forage/hay. The agreement will be with us since we control the site, but they will want to discuss parameters before we draw up a separate agreement with Leeward. We can discuss that in a few weeks after the application is in. The good news is that they are happy to do it.

I am sending Patrick over with paper copies of these tomorrow.

Thanks,

Rob Kalbouss

Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT

THIS AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT (this “**Amendment**”) is made effective as of _____, 2022 (the “**Effective Date**”), by and between _____ (“**Owner**”), and LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company (“**Lessee**”). Owner and Lessee may be hereinafter collectively referred to as the “**Parties.**”

Recitals

A. The Parties are parties to that certain Solar Lease and Easement Agreement dated March 27, 2021 (the “**Original Agreement**”), with respect to certain real property located in Hart County, Kentucky being more particularly described in the Original Agreement as the Land.

B. The Parties desire to amend the Original Agreement in the manner set forth in this Amendment.

NOW THEREFORE, in consideration of the above recitals, the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Lessee hereby agree as follows:

1. **Recitals; Capitalized Terms.** The foregoing recitals are incorporated herein by reference. For purposes of this Amendment, all capitalized terms not specifically defined in this Amendment shall have the same meaning as in the Original Agreement.

2. **Amendment to Legal Description.** Effective as of the Effective Date, Exhibit B to the Agreement is hereby amended to add an additional 40 acres, being part of parcel (PIN 056-00-00-040.00), as more particularly described on Exhibit A attached to this Amendment and incorporated herein. On and after the Effective Date, the Property shall be deemed to refer to the tract(s) of land described on Exhibit A to this Amendment and in Exhibit B to the Original Agreement, as collectively described on Exhibit A-1 attached hereto and incorporated herein.

3. **Amendments.**

A. Section 3(c) and Exhibit B-1 of the Agreement are hereby deleted entirely.

B. Sections 1(b) and 1(c) of Exhibit C of the Agreement are hereby deleted in their entirety and replaced with the following:

(b) During the Construction Term, Lessee agrees to pay Owner _____ (payable within 30 days following the Construction Notice Date), and thereafter _____ (payable within 30 days following the end of such month), in each case based on the acreage determined by the calculation stated in Exhibit D.

(c) During each year of the Production Term and the Extended Production Term, if applicable, Lessee shall pay to Owner [REDACTED], as consideration for the Lease and Easements (such annual amount, the "Annual Installment Payment"). "Applicable Acreage" shall mean the amount determined by the calculation stated in Exhibit D.

4. **Signing Bonus.** In consideration of the time and expense incurred by Owner in connection with the review and negotiation of this Amendment and subject to the terms and conditions provided herein, Lessee agrees to make a one-time payment to Owner in the amount of [REDACTED]s, which shall be paid within sixty (60) days of the later of: (i) the Effective Date, and (ii) the date that Owner has delivered a completed and signed W-9 to Lessee.

5. **Ratification.** Except as expressly modified and amended by the provisions of this Amendment, all terms, covenants and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

6. **General Matters.** The Agreement, as amended hereby, contains all agreements of the parties to this Amendment with respect to the subject matter hereof and supersedes any previous negotiations. There have been no representations made by the Lessee or understandings made between the parties other than those set forth in the Agreement (as hereby amended) and its exhibits. The Agreement may not be modified except by a written instrument duly executed by the parties hereto. This Amendment may be entered into in counterparts, and all such counterparts when taken together shall constitute a single instrument. This Amendment shall become effective upon execution by both parties and shall be binding upon their respective successors and assigns.

[Signatures on Following Page]

IN WITNESS WHEREOF, Owner and Lessee have caused this Amendment to be executed as of the day and year as first above written.

OWNER:

David A. Gardner

Traci A. Gardner

LESSEE:

**LEEWARD RENEWABLE ENERGY
DEVELOPMENT, LLC, a Delaware limited liability
company**

By: _____
Name: _____
Title: _____

Exhibit A

Additional Property

Being Hart County Assessor's Parcel No. 056-00-00-040.00 shaded below in purple.



The final metes and bounds legal description of the Leased Premises will be determined by Lessee's ALTA survey.

Exhibit A-1

Legal Description of Leased Premises

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 and all of Hart County Assessor's Parcel No. 056-00-00-040.00, as shaded below in pink and purple.



The final metes and bounds legal description of the Leased Premises will be determined by Lessee's ALTA survey.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC
c/o Leeward Renewable Energy Development, LLC
6688 N. Central Expressway, Suite 500
Dallas, Texas 75206
Attn: Legal Department

**AMENDMENT TO MEMORANDUM OF SOLAR LEASE AND EASEMENT
AGREEMENT**

THIS AMENDMENT TO MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT (this “**Memo Amendment**”) is made effective as of and deemed entered into as of the ___ day of _____, 2022 (the “**Effective Date**”), by and between [REDACTED] (“**Owner**”), and LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company (“**Lessee**”). Owner and Lessee may be hereinafter collectively referred to as the “**Parties.**”

Recitals

A. The Parties are parties to that certain Solar Lease and Easement Agreement dated as of May 27, 2021 (the “**Current Agreement**”) as evidenced by that certain Memorandum of Solar Lease and Easement Agreement recorded on July 2, 2021 at Document No. 145236 in the Official Public Records of Hart County, Kentucky (the “**Original Memorandum**”).

B. The parties have amended the terms of the Current Agreement on even date herewith by that certain Amendment to Solar Lease and Easement Agreement (the “**Amendment**”, and together with the “**Current Agreement**”, the “**Agreement**”) and now desire to amend the Original Memorandum to reflect the terms of the Amendment as more particularly set forth herein.

NOW THEREFORE, in consideration of the above recitals, the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Lessee hereby agree as follows:

1. **Recitals; Capitalized Terms.** The foregoing recitals are incorporated herein by reference. For purposes of this Memo Amendment, all capitalized terms not specifically defined in this Memo Amendment shall have the same meaning as in the Agreement.

2. **Amendment to Legal Description.** Effective as of the Effective Date of the Amendment, Exhibit A to the Original Memorandum is hereby amended to add an additional 40

acres of parcel (PIN 056-00-00-040.00) as more particularly described on Exhibit A attached hereto and incorporated herein. On and after the Effective Date, the Property shall be deemed to refer to the tract(s) of land described on Exhibit A to this Memo Amendment and in Exhibit A to the Original Memorandum, as collectively described on Exhibit A-1 attached hereto and incorporated herein. For the avoidance of doubt, the Owner is the owner of the additional property by virtue of a Deed of Conveyance recorded in the Official Public Records of Hart County, Kentucky, on December 20, 2019, in Volume 354, Page 161.

3. Ratification. Except as expressly modified and amended by the provisions of this Memo Amendment, all terms, covenants and conditions of the Original Memorandum and First Amendment (except to the extent otherwise amended by the Amendment) shall remain in full force and effect in accordance with their terms.

4. Miscellaneous. The Agreement is incorporated herein by reference as though fully set forth herein, which Agreement may be found in the files of Owner or Lessee at the address set forth in the recitals of this Memo Amendment.

[Signatures on Following Page]

IN WITNESS WHEREOF, Owner and Lessee have caused this Memo Amendment to be executed as of the day and year as first above written.

LESSEE:

**LEEWARD RENEWABLE ENERGY
DEVELOPMENT, LLC,
a Delaware limited liability company**

By: _____

Name: _____

Title: _____

STATE OF _____)

)

ss:

COUNTY OF _____)

On this the ____ day of _____, 2022, before me, the undersigned officer, a Notary Public, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself/herself to be the _____ of LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT A

Additional Property

Being a portion of Hart County Assessor's Parcel No. 056-00-00-040.00 as more particularly depicted below in purple.



EXHIBIT A-1

Legal Description of Leased Premises

PARCEL 1:

Being a certain tract of land lying on the East r/w of the L & N Turnpike - State Hwy. #335. Locate in Hart County, Ky., and being more particularly bounded and described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 3/4 inches in diameter, twenty-four inches in length with plastic cap stamped J. Leftwich P.L.S. #3013. All bearing stated herein are referred to the magnetic meridian as observed on 03-11-02.

Beginning at a set 3/4" rebar 30 ft. from the centerline of Hwy. #335 (60' r/w assumed) (ref. - 74.73 ft. northwest of the intersection of the Johns Lane and Hwy. #335 and being located S 54 deg. 15 min. 50 sec. W 1713.30 ft. from a corner post 21 ft. from the center of Hwy. #335 a corner to Steve Meredith - Deed Book 197 Page 556, and the parent tract) a new corner to Montella and Gerald Fults (Deed Book 254 Page 551); thence severing the land of Fults with three new lines, S 63 deg. 30 min. 00 sec. W 206.85 ft. to a set 3/4" rebar; thence N 46 deg. 32 min. 21 sec. W 164.41 ft. to a set 3/4" rebar; thence N 68 deg. 29 min. 06 sec. E 396.87 ft. to a set 3/4" rebar, a new corner to Fults, on the r/w of the L & N Turn Pike - State Hwy. #335; thence with the r/w, S 13 deg. 37 min. 06 sec. W 87.94 ft.; thence S 08 deg. 46 min. 55 sec. W 132.40 ft. to the beginning containing 1.121 acres more or less as surveyed by Joe R. Leftwich, P. L. S. #3013 with Leftwich Land Surveying Inc. on March 11th, 2002. This property is subject to any existing r/w's or easements. /s/ Joe R. Leftwich P.L.S. #3013 3-11-02

PARCEL 2:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 5/8 inches in diameter, twenty-four inches in length with plastic cap stamped Joe R. Leftwich PLS #3013. All bearing stated herein are referred to the magnetic meridian as observed on 01-31-08.

Beginning at a set 5/8" rebar on the West r/w of State Highway #335, a new corner to Gerald & Montella Fults (Deed Book 254 Page 551); thence severing the land of Fults with three new lines, N 30 deg. 07 min. 31 sec. W 570.23 ft. to a set 5/8" rebar; thence N 65 deg. 08 min. 53 sec. E 1371.80 ft. to a set 5/8" rebar; thence S 28 deg. 36 min. 20 sec. E 35.54 ft. to a set 5/8" rebar on the West r/w of State Highway #335, a new corner to Fults; thence with the r/w of State Highway #335, S 50 deg. 44 min. 19 sec. W 41.45 ft.; thence S 44 deg. 43 min. 47 sec. W 60.99 ft.; thence S 36 deg. 00 min. 43 sec. W 70.95 ft.; thence S 23 deg. 45 min. 48 sec. W 69.55 ft. to a 3/4" rebar cap #3013 found on the West r/w of State Highway #335, a corner to David Gardner (Deed Book 255 Page 683); thence with Gardner, S 60 deg. 29 min. 06 sec. W 396.88 ft. to a 3/4" rebar cap #3013 found; thence S 46 deg. 32 min. 21 sec. E 164.41 ft. to a 3/4" rebar cap #3013 found; thence N 63 deg. 30 min. 00 sec. E 206.85 ft. to a 3/4" rebar cap #3013 found on the West r/w of State Highway #335, a corner to Gardner; thence with the r/w of State Highway #335, S 09 deg. 48 min. 44 sec. W 65.89 ft.; thence S 13 deg. 13 min. 01 sec. W 65.57 ft.; thence S 21 deg. 12 min. 21 sec. W 62.34 ft.; thence S 36 deg. 47 min. 47 sec. W 58.53 ft.; thence S 60 deg. 03 min. 11 sec. W 59.69 ft.; thence S 73 deg. 52 min. 47 sec. W 66.36 ft.; thence S 72 deg. 04 min. 53 sec. W 71.63 ft.; thence S 66 deg. 54 min. 48 sec. W 73.03 ft.; thence S 62 deg. 21 min. 43 sec. W 71.09 ft.; thence S 58 deg. 28 min. 48 sec. W 70.81 ft.; thence S 54 deg. 36 min. 30 sec. W 71.56 ft.; thence S 49 deg. 20 min. 45 sec. W 72.71 ft.; thence S 45 deg. 21 min. 41 sec. W 67.19 ft.; thence S 49 deg. 53 min. 09 sec. W 64.04 ft.; thence S 65 deg. 18 min. 36 sec. W

63.05 ft.; thence S 68 deg. 29 min. 53 sec. W 69.18 ft. to the beginning containing 11.665 acres more or less as surveyed by Joe R. Leftwich, PLS #3013 with Leftwich Land Surveying Inc. on January 31st, 2008. This property is subject to any existing r/ws or easements.

PARCEL 3:

PARCEL "A":

First Tract bounded as follows: Beginning at a stone at edge of pike and corner to Grace Mansfield's survey running with same North 36-3/4 degrees west 168 1/2 poles to a stone in Burd's line, north 80-1/2 degrees east 32-2/5 poles to a stake in a stone fence (old call 2 post oaks) and corner to Burd's and also survey owned by Powell, Curle, and Perkins; thence with their line north 86-1/2 degrees east 42-3/5 poles to a stone by the side of a stone fence, and at this end of another line;

thence along the center of said line south 36 degrees east 118 poles 17 links to a stone near the pike and corner to Minnie Coats survey; thence with same south 54 degrees west 26 poles to a stone at corner of young orchard; thence with another of her lines south 37-1/2 degrees east 11 poles 8 links to a stone at edge of pike; thence with another of her lines south 37-1/2 degrees east 11 poles 8 links to a stone at edge of pike; thence with another of her lines south 47-1/2 degrees West 31 poles to center of pile at mouth of lane at corner of Grace Mansfield's garden; thence Mansfield's line south 72-1/2 degrees west 6-4/5 poles to the beginning, containing 58.3 acres, more or less, but subject to all legal highways.

THE SECOND TRACT BOUNDED AS FOLLOWS: BEGINNING at a stone, corner to W. T. Snoddy, at the turnpike, thence S. 35-1/4 E. 84-4/5 poles to a stone, another of Snoddy's corners; thence S 29 E 132 poles to a stone, near corner of fence; thence N. 57 E. 2 poles to a stake, at corner of fence; thence S. 28-1/4 E. 52 poles to a stone - old call - a hickory and post oak; thence N. 83-1/4 W. 21 poles to a stone on top of knob; thence N. 80 W. 80 poles to a stone with four cedar pointers; thence N. 60 W. 38 poles to a stone; thence N. 1/4 E. 35 poles to a post oak stump; thence N. 49 W. 10 poles to a stone at mouth of lane; thence with same N. 3 W. 91 poles to a stone; thence N. 29 W. 28-2/5 poles to a post oak near corner of P. E. Mansfield's garden; thence N. 38-1/4 W. 11-1/5 poles to center of pike; thence S. 38-1/2 W. 31 poles to a stone at corner of garden; thence N. 38-1/2 W. 11 poles and 8-1/2 links to a stone at corner of young orchard; thence N. 54-3/4 E. 26 poles to a stone at edge of pike; thence S. 10-3/4 E. 8 poles and 16 links to the beginning, containing one hundred and seventeen (117) acres.

A hauling road is reserved on the line between the land hereby conveyed and the old A. T. Snoddy and A. D. Patterson line, said road being 16 feet wide.

There is reserved from the above boundary and not conveyed hereby eighty five acres heretofore (and about the year 1907) conveyed to Horace Rowlett, colored under order of court in an action to sell same and reinvest the proceeds for the benefit of the parties, then infants. Also the following tract of land is conveyed hereby: A small tract of land lying on the northwest side of the Louisville and Nashville (lower) turnpike, near the town of Rowletts, in Hart County, Ky., containing 12 acres and 1 rod and nineteen and half (19-1/2) perches bounded as follows:

Beginning at a stone on the northwest side of the turnpike, corner to lands of Mrs. Minnie Coats, and running thence along the N. W. edge of the metaled portion of the turnpike and following its meanders, N. 5-1/2 a new line, N. 35-1/2 W 97 poles to a stone in Charley Burd's line; thence with

his line S. 59-3/4 poles and 20 links to a stone at the N. E. end of a stone fence; thence with another of his lines, with the middle of said fence - S. 86-1/2 W 16-4/5 poles to Mrs. Minnie Coats corner, a stone standing on the S. E. side of the fence; thence with her line S. 35-1/2 E. 118 poles and 11 links to the beginning.

PARCEL "B":

BEGINNING at a stone in the north west edge of the metal portion of the turn pike now known as the old Dixie Highway and corner to the homestead lands of the first party and running thence with his homestead line N 26-3/4 W 73-1/4 poles to a stone corner to Burds tract; thence with Burds line S 59-3/4 W 92 poles to a stone Mrs. Minnie Coats line (now the second parties) thence with her lines 35-1/2 E 76 poles to the north west edge of the turnpike at a turn a stone her corner; thence with the turnpike and its meanders to the beginning containing 39-1/2 acres more or less.

PARCEL "C":

BEGINNING at a stone on the north side of the turnpike corner to William Coats, thence with said Coats line N. 37-1/2 W. 169-1/2 poles to a stone, corner to same, in Amos's line. Thence S. 78-1/2 W. 46 poles to a stone, Thence a new line, S. 2 deg. E. 141 poles 10 links to a stone on the south side of the Mammoth Cave Road, thence with same S. 87 deg. E. 86 poles to a hickory on the north side of the road, Thence S. 82-1/2 W 39-2/5 poles to a stone in the middle of the turnpike, thence N. 50-1/2 deg. E. 16 poles to a stake in the pike; thence N. 31-1/2 E. 19-2/5 poles to the beginning, containing 94 acres, 3 rods and 28 perches.

The other tract or boundary is a part of what was at one time known as the "Ganey Place" deed to said tract of land was from P. E. Mansfield to Grace Mansfield, dated the day of February, 1898, and is bounded as follows: BEGINNING at a stone, Mansfield corner inside of B. C. Mayfield fence. Thence N. 64 E. 20 poles to a stake or stone; thence N. 54-1/2 poles to a stone in middle of road, 22 links from post oak, a corner to the "Ganey tract", Thence N. 43 W. 13 poles and 15 links to center of pike, thence with the meanderings of the said pike S. 64 W. 8 poles, thence S. 45-1/2 W. 18 poles, thence S. 54-1/4 W. 16 poles to the beginning. Containing two acres more or less.

There is excepted from the above description all that part of said land that was deeded to Mrs. Annis Dennison by Grace Mansfield on the 24th day of January, 1959, which tract is described as follows: My dwelling house, yard garden and all other buildings located thereon, which house yard and garden is located on the east side of the old Dixie Highway in Hart County, Kentucky, and about one half mile south of Rowletts, Kentucky, which property as aforesaid lies on the east side of old Dixie Highway and adjoins and binds on said highway. BEGINNING on the north west corner of said property being the corner of this property and the property of Russell Mears and running thence south with the boundary line of said Old Dixie highway to the south corner near a cherry tree and being a corner of this land and the land of J.R. Lawler and thence running north eastward with his wire fence between this property and the property of said J. R. Lawler to a corner of this property and the land of said Lawler, thence a line running westward between the property of Russell Mears, and the north boundary of this land to the old Dixie Highway the beginning corner and composes the yard and garden upon which my dwelling house and other outbuilding are located.

The deed to Mrs. Annis Dennison is recorded in Deed Book 87, Page 348, Office of Hart County Clerk.

THERE IS EXCEPTED AND NOT CONVEYED HEREIN that certain parcel of real estate previously conveyed to David A. Gardner and his wife, Traci A. Gardner, from Gerald Fults and his wife, Montella Fults, by Deed dated April 19, 2002, of record in Deed Book 255, Page 683, and

more particularly described as follows:

Being a certain tract of land lying on the East r/w of the L & N Turnpike - State Hwy. #335. Locate in Hart County, Ky., and being more particularly bounded and described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 3/4 inches in diameter, twenty-four inches in length with plastic cap stamped J. Leftwich P.L.S. #3013. All bearing stated herein are referred to the magnetic meridian as observed on 03-11-02.

Beginning at a set 3/4" rebar 30 ft. from the centerline of Hwy. #335 (60' r/w assumed) (ref. - 74.73 ft. northwest of the intersection of the Johns Lane and Hwy. #335 and being located S 54 deg. 15 min. 50 sec. W 1713.30 ft. from a corner post 21 ft. from the center of Hwy. #335 a corner to Steve Meredith - Deed Book 197 Page 556, and the parent tract) a new corner to Montella and Gerald Fults (Deed Book 254 Page 551);

thence severing the land of Fults with three new lines, S 63 deg. 30 min. 00 sec. W 206.85 ft. to a set 3/4" rebar; thence N 46 deg. 32 min. 21 sec. W 164.41 ft. to a set 3/4" rebar; thence N 68 deg. 29 min. 06 sec. E 396.87 ft. to a set 3/4" rebar, a new corner to Fults, on the r/w of the L&N Turn Pike - State Hwy. #335; thence with the r/w, S 13 deg. 37 min. 06 sec. W 87.94 ft.; thence S 08 deg. 46 min. 55 sec. W 132.40 ft. to the beginning containing 1.121 acres more or less as surveyed by Joe R. Leftwich, P. L. S. #3013 with Leftwich Land Surveying Inc. on March 11th, 2002. This property is subject to any existing r/w's or easements.

/s/ Joe R. Leftwich P.L.S. #3013 3-11 02

THERE IS EXCEPTED AND NOT CONVEYED HEREIN that certain parcel of real estate previously conveyed to Mick Lawler and Jerry Lee Lawler, husband and wife, from Gerald Fults and Montella Fults, husband and wife, by Deed dated March 11, 2008, of record in Deed Book 293, Page 292, and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 5/8 inches in diameter, twenty-four inches in length with plastic cap stamped Joe R. Leftwich PLS #3013. All bearing stated herein are referred to the magnetic meridian as observed on 01-31-08.

Beginning at a set 5/8" rebar (Referenced: N 00 deg. 09 min. 35 sec. W 255.27 ft. from a stone found in old road bed) in the line of Marian England (Deed Book 177 Page 23) a new corner to Montella Fults (Deed Book 254 Page 551); thence severing the land of Fults with four new lines, N 83 deg. 04 min. 55 sec. E 257.78 ft. to a set 5/8" rebar; thence N 85 deg. 09 min. 34 sec. E 132.77 ft. to a set 5/8" rebar; thence S 86 deg. 29 min. 57 sec. E 117.96 ft. to a set 5/8" rebar; thence S 66 deg. 08 min. 41 sec. E 61.54 ft. to a 3/4" rebar cap #3013 found (Referenced: N 60 deg. 47 min. 16 sec. E 544.53 ft. from a 3/4" rebar cap #3013 found) a corner to Fults and Mick Lawler (Deed Book 250 Page 48); thence with Lawler, S 14 deg. 21 min. 56 sec. E 360.92 ft. to a 3/4" rebar cap #3013 found; thence S 68 deg. 36 min. 53 sec. W 364.43 ft. to a 3/4" rebar cap #3013 found; thence S 76 deg. 07 min. 20 sec. W 135.14 ft. to a 3/4" rebar cap #3013 found; thence S 89 deg. 43 min. 41 sec. W 204.33 ft. to a 3/4" rebar cap #3013 found, a corner to Lawler, in the line of Marian England (Deed Book 177 Page 23); thence with England, N 02 deg. 36 min. 50 sec. E 506.27 ft. to the beginning containing 6.867 acres more or less as surveyed by Joe R. Leftwich, PLS #3013 with Leftwich Land Surveying Inc. on January 31, 2008. This property is subject to any existing r/w's or easements.

THERE IS EXCEPTED AND NOT CONVEYED HEREIN that certain parcel of real estate previously conveyed to David A. Gardner and Traci A. Gardner, husband and wife, from Gerald

Fults and Montella Fults, husband and wife, by Deed dated April 8, 2008, of record in Deed Book 293, Page 501, and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 5/8 inches in diameter, twenty-four inches in length with plastic cap stamped Joe R. Leftwich PLS #3013. All bearing stated herein are referred to the magnetic meridian as observed on 01-31-08.

Beginning at a set 5/8" rebar on the West r/w of State Highway #335, a new corner to Gerald & Montella Fults (Deed Book 254 Page 551); thence severing the land of Fults with three new lines, N 30 deg. 07 min. 31 sec. W 570.23 ft. to a set 5/8" rebar; thence N 65 deg. 08 min. 53 sec. E 1371.80 ft. to a set 5/8" rebar; thence S 28 deg. 36 min. 20 sec. E 35.54 ft. to a set 5/8" rebar on the West r/w of State Highway #335, a new corner to Fults; thence with the r/w of State Highway #335, S 50 deg. 44 min. 19 sec. W 41.45 ft.; thence S 44 deg. 43 min. 47 sec. W 60.99 ft.; thence S 36 deg. 00 min. 43 sec. W 70.95 ft.; thence S 23 deg. 45 min. 48 sec. W 69.55 ft. to a 3/4" rebar cap #3013 found on the West r/w of State Highway #335, a corner to David Gardner (Deed Book 255 Page 683); thence with Gardner, S 60 deg. 29 min. 06 sec. W 396.88 ft. to a 3/4" rebar cap #3013 found; thence S 46 deg. 32 min. 21 sec. E 164.41 ft. to a 3/4" rebar cap #3013 found; thence N 63 deg. 30 min. 00 sec. E 206.85 ft. to a 3/4" rebar cap #3013 found on the West r/w of State Highway #335, a corner to Gardner; thence with the r/w of State Highway #335, S 09 deg. 48 min. 44 sec. W 65.89 ft.; thence S 13 deg. 13 min. 01 sec. W 65.57 ft.; thence S 21 deg. 12 min. 21 sec. W 62.34 ft.; thence S 36 deg. 47 min. 47 sec. W 58.53 ft.; thence S 60 deg. 03 min. 11 sec. W 59.69 ft.; thence S 73 deg. 52 min. 47 sec. W 66.36 ft.; thence S 72 deg. 04 min. 53 sec. W 71.63 ft.; thence S 66 deg. 54 min. 48 sec. W 73.03 ft.; thence S 62 deg. 21 min. 43 sec. W 71.09 ft.; thence S 58 deg. 28 min. 48 sec. W 70.81 ft.; thence S 54 deg. 36 min. 30 sec. W 71.56 ft.; thence S 49 deg. 20 min. 45 sec. W 72.71 ft.; thence 45 deg. 21 min. 41 sec. W 67.19 ft.; thence S 49 deg. 53 min. 09 sec. W 64.04 ft.; thence S 65 deg. 18 min. 36 sec. W 63.05 ft.; thence S 68 deg. 29 min. 53 sec. W 69.18 ft. to the beginning containing 11.665 acres more or less as surveyed by Joe R. Leftwich, PLS #3013 with Leftwich Land Surveying Inc. on January 31st, 2008. This property is subject to any existing r/ws or easements.

Notwithstanding the foregoing, the Premises shall be limited to that portion of the above-described property shaded in pink and purple below (being a part of Hart County Assessors' Parcel No. 056-00-00-040.00)



**THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING, PLEASE RETURN TO:**

**Leeward Renewable Energy, LLC
6688 N. Central Expressway, Suite 500
Dallas, TX 75206
Attn: Legal Department**

**Signature of Preparer: _____
Printed Name: Sabrina Rearick**

Orahood, Teresa

From: Rob Kalbouss
Sent: Friday, April 16, 2021 3:36 PM
To: [REDACTED]
Subject: Lease and memo
Attachments: Memo of Solar Lease and Easement Agreement (KY) (Gardner)_USE_Active01_309010455_2.DOCX; Solar Lease and Easement Agreement (KY)(Gardner)-308483847-v4.docx

Correct lease and agreement attached.

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT (this “Memorandum”) is dated as of the ____ day of _____ 2021, by and between [REDACTED] (collectively, “Owner”), and LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company (“Lessee”).

WITNESSETH:

WHEREAS, Owner and Lessee are parties to a Solar Lease and Easement Agreement dated as of _____, 2021 (the “Effective Date”) (as amended from time to time, the “Lease”) with respect to lands located in Hart County, Kentucky, being more fully described herein as the Owner’s Property and the Owner’s Adjacent Property; and

WHEREAS, Owner and Lessee have signed this Memorandum to evidence certain terms and conditions of the Lease.

NOW, THEREFORE, Owner and Lessee, intending to be legally bound hereby, set forth the following information with respect to the Lease:

1. The name of the Owner is [REDACTED], HUSBAND AND WIFE.
2. The name of the Lessee is LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company.
3. The addresses of the parties are:

Owner: [REDACTED]
[REDACTED]
[REDACTED]

Lessee: Leeward Renewable Energy Development, LLC
6688 N. Central Expressway, Suite 500
Dallas, Texas 75206
Attn: Legal Department

4. The date of the Lease is as of the Effective Date.

5. The Owner's Property (as defined in the Lease) is a parcel of land located in Hart County, Kentucky, as more fully described on Exhibit A (the "Premises").
6. The Owner's Adjacent Property (as defined in the Lease) is a parcel of land located in Hart County, Kentucky, as more fully described on Exhibit B (the "Adjacent Premises").
7. The Owner is the owner of the Premises by virtue of a Deed of Conveyance recorded in the Official Public Records of Hart County, Kentucky, on December 20, 2019, in Volume 354, Page 161.
8. The Owner is the owner of the Premises by virtue of a Deed of Conveyance recorded in the Official Public Records of Hart County, Kentucky, on December 20, 2019, in Volume 354, Page 161.
9. The date of commencement of the Term of the Lease is the Effective Date.
10. The Term of the Lease expires thirty (30) years after the first to occur of: (i) the first date of Commercial Production, or (ii) the Outside Construction Date, unless sooner terminated or extended in accordance with the provisions of the Lease.
11. The Lease provides Lessee with the right to extend the Term for two consecutive terms of five (5) years each in accordance with the provisions of the Lease.
12. Information regarding the Lease may be obtained from either Owner or Lessee at its address noted in Section 3 above.
13. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein. This Memorandum has been entered into for the sole purpose of placing the Lease of record and shall not be deemed to amend, modify, supplement, or change any of the terms and conditions of the Lease in any respect whatsoever. To the extent of any conflict between this Memorandum and the Lease, the terms of the Lease shall govern and control. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, Owner and Lessee have executed this Memorandum as of the day and year first above written.

Owner:

By: _____

Name: [REDACTED]

By: _____

Name: [REDACTED]

ACKNOWLEDGMENT

STATE OF KENTUCKY)

COUNTY OF _____) ss:

On this the ____ day of _____, 2021, before me, the undersigned officer, a Notary Public, personally appeared [REDACTED], who acknowledged that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, Owner and Lessee have executed this Memorandum as of the day and year first above written.

Lessee:

LEEWARD RENEWABLE ENERGY
DEVELOPMENT, LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____)

ss:

On this the ____ day of _____, 2021, before me, the undersigned officer, a Notary Public, personally appeared _____, who acknowledged himself/herself to be the _____ of LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

**THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING, PLEASE RETURN TO:**

Leeward Renewable Energy, LLC
6688 N. Central Expressway, Suite 500,
Dallas, TX 75206
Attn: Legal Department

Signature of Preparer: _____

Printed Name: _____

EXHIBIT A

Legal Description of the Premises

Being a tract of land located and being in Hart County, Kentucky, of 208.79 acres, more or less, and being more particularly described as follows:

Parcel 1:

Being a certain tract of land lying on the East r/w of the L & N Turnpike - State Hwy. #335. Located in Hart County, Ky., and being more particularly bounded and described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 3/4 inches in diameter, twenty-four inches in length with plastic cap stamped J. Leftwich P.L.S. #3013. All bearings stated herein are referred to the magnetic meridian as observed on 03-11-02.

Beginning at a set 3/4" rebar 30 ft. from the centerline of Hwy. #335 (60' r/w assumed) (ref. - 74. 73 ft. northwest of the intersection of the Johns Lane and Hwy. #335 and being located S 54 deg. 15 min. 50 sec. W 1713.30 ft. from a corner post 21 ft. from the center of Hwy. #335 a corner to Steve Meredith -Deed Book 197 Page 556, and the parent tract) a new corner to Montella and Gerald Fults (Deed Book 254 Page 551); thence severing the land of Fults with three new lines, S 63 deg. 30 min. 00 sec. W 206.85 ft. to a set 3/4" rebar; thence N 46 deg. 32 min. 21 sec. W 164.41 ft. to a set 3/4" rebar; thence N 68 deg. 29 min. 06 sec. E 396.87 ft. to a set 3/4" rebar, a new corner to Fults, on the r/w of the L & N Turn Pike - State Hwy. #335; thence with the r/w, S 13 deg. 37 min. 06 sec. W 87.94 ft.; thence S 08 deg. 46 min. 55 sec. W 132.40 ft. to the beginning containing 1.121 acres more or less as surveyed by Joe R. Leftwich, P. L. S. #3013 with Leftwich Land Surveying Inc. on March 11th, 2002. This property is subject to any existing r/w's or easements. /s/ Joe R. Leftwich P.L.S. #3013 3-11- 02

Parcel 2:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 5/8 inches in diameter, twenty-four inches in length with plastic cap stamped Joe R. Leftwich PLS #3013. All bearings stated herein are referred to the magnetic meridian as observed on 01-31-08.

Beginning at a set 5/8" rebar on the West r/w of State Highway #335, a new corner to Gerald & Montella Fults (Deed Book 254 Page 551); thence severing the land of Fults with three new lines, N 30 deg. 07 min. 31 sec. W 570.23 ft. to a set 5/8" rebar; thence N 65 deg. 08 min. 53 sec. E 1371.80 ft. to a set 5/8" rebar; thence S 28 deg. 36 min. 20 sec. E 35.54 ft. to a set 5/8" rebar on the West r/w of State Highway #335, a new corner to Fults; thence with the r/w of State Highway #335, S 50 deg. 44 min. 19 sec. W 41.45 ft.; thence S 44 deg. 43 min. 47 sec. W 60.99 ft.; thence S 36 deg. 00 min. 43 sec. W 70.95 ft.; thence S 23 deg. 45 min. 48 sec. W 69.55 ft. to a 3/4" rebar cap #3013 found on the West r/w of State Highway #335, a corner to David Gardner (Deed Book 255 Page 683); thence with Gardner, S 60 deg. 29 min. 06 sec. W 396.88 ft. to a 3/4" rebar cap #3013 found; thence S 46 deg. 32 min. 21 sec. E 164.41 ft. to a 3/4" rebar cap #3013 found; thence

N 63 deg. 30 min. 00 sec. E 206.85 ft. to a ¾" rebar cap #3013 found on the West r/w of State Highway #335, a corner to Gardner; thence with the r/w of State Highway #335, S 09 deg. 48 min. 44 sec. W 65.89 ft.; thence S 13 deg. 13 min. 01 sec. W 65.57 ft.; thence S 21 deg. 12 min. 21 sec. W 62.34 ft.; thence S 36 deg. 47 min. 47 sec. W 58.53 ft.; thence S 60 deg. 03 min. 11 sec. W 59.69 ft.; thence S 73 deg. 52 min. 47 sec. W 66.36 ft.; thence S 72 deg. 04 min. 53 sec. W 71.63 ft.; thence S 66 deg. 54 min. 48 sec. W 73.03 ft.; thence S 62 deg. 21 min. 43 sec. W 71.09 ft.; thence S 58 deg. 28 min. 48 sec. W 70.81 ft.; thence S 54 deg. 36 min. 30 sec. W 71.56 ft.; thence S 49 deg. 20 min. 45 sec. W 72.71 ft.; thence S 45 deg. 21 min. 41 sec. W 67.19 ft.; thence S 49 deg. 53 min. 09 sec. W 64.04 ft.; thence S 65 deg. 18 min. 36 sec. W 63.05 ft.; thence S 68 deg. 29 min. 53 sec. W 69.18 ft. to the beginning containing 11.665 acres more or less as surveyed by Joe R. Leftwich, PLS #3013 with Leftwich Land Surveying Inc. on January 31st, 2008. This property is subject to any existing r/ws or easements.

Parcel 3:

PARCEL A:

FIRST TRACT BOUNDED AS FOLLOWS:

Beginning at a stone at edge of pike and corner to Grace Mansfield's survey running with same North 36-¾ degrees west 168 ½ poles to a stone in Burd's line, north 80-½ degrees east 32-2/5 poles to a stake in a stone fence (old call 2 post oaks) and corner to Burd's and also survey owned by Powell, Curle and Perkins; thence with their line north 86-½ degrees east 42-3/5 poles to a stone by the side of a stone fence, and at this end of another line; thence along the center of said line south 36 degrees east 118 poles 1 7 links to a stone near the pike and corner to Minnie Coats survey; thence with same south 54 degrees west 26 poles to a stone at corner of young orchard; thence with another of her lines south 37- ½ degrees east 11 poles 8 links to a stone at edge of pike; thence with another of her lines south 3 7-1 /2 degrees east 11 poles 8 links to a stone at edge of pike; thence with another of her lines south 4 7-1/2 degrees West 3 1 poles to center of pile at moth of lane at corner of Grace Mansfield's garden; thence with Grace Mansfield's line south 72-1/2 degrees west 6-4/5 poles to the beginning, containing 58.3 acres, more or less, but subject to all legal highways.

THE SECOND TRACT BOUNDED AS FOLLOWS:

BEGINNING at a stone, corner to W. T. Snoddy, at the turnpike, thence S. 35-1/4 E. 84 4/5 poles to a stone, another of Snoddy's corners; thence S 29 E 132 poles to a stone, near corner of fence; thence N. 57 E. 2 poles to a stake, at corner of fence; thence S. 28 1/4 E. 52 poles to a stone - old call - a hickory and post oak; thence N. 83 1/4 W. 21 poles to a stone on top of knob; thence N. 80 W. 80 poles to a stone with four cedar pointers; thence N. 60 W. 38 poles to a stone; thence N. 1/4 E. 35 poles to a post oak stump; thence N. 49 W. 10 poles to a stone at mouth of lane; thence with same N. 3 W. 91 poles to a stone; thence N. 29 W. 28-2/5 poles to a post oak near corner of P. E. Mansfield's garden; thence N. 38-1/4 W. 11-1/5 poles to center of pike; thence S. 38-1/2 W. 31

poles to a stone at corner of garden; thence N. 38-1/2 W. 11 poles and 8-1/2 links to a stone at corner of young orchard; thence N. 54 3/4 E. 26 poles to a stone at edge of pike; thence S. 10-3/4 E. 8 poles and 16 links to the beginning, containing one hundred and seventeen (117) acres.

A hauling road is reserved on the line between the land hereby conveyed and the old A. T. Snoddy and A. D. Patterson line, said road being 16 feet wide.

There is reserved from the above boundary and not conveyed hereby eighty five acres heretofore (and about the year 1907) conveyed to Horace Rowlett, colored under order of court in an action to sell same and reinvest the proceeds for the benefit of the parties, then infants. Also the following tract of land is conveyed hereby: A small tract of land lying on the northwest side of the Louisville and Nashville (lower) turnpike, near the town of Rowletts, in Hart Counth, Ky., containing 12 acres and 1 rod and nineteen and half(19-1/2) perches bounded as follows: Beginning at a stone on the northwest side of the turnpike, corner to lands of Mrs. Minnie Coats, and running thence along the N. W. Edge of the metaled portion of the turnpike and following its meanders, N. 5-1/2 a new line, N. 35-1/2 W 97 poles to a stone in Charley Burd's line; thence with his line S. 59-3/4 poles and 20 links to a stone at the N. E. end of a stone fence; thence with another of his lines, with the middle of said fence-S. 86 1/2 W 16 4/5 poles to Mrs. Minnie Coats corner, a stone standing on the S. E. side of the fence; thence with her line S. 35 1/2 E. 118 poles and 11 links to the beginning.

PARCEL B:

BEGINNING at a stone in the north west edge of the metal portion of the turn pike now known as the old Dixie Highway and corner to the homestead lands of the first party and running thence with his homestead line N 26 3/4 W 73 1/4 poles to a stone corner to Burds tract; thence with Burds line S 59 3/4 W 92 poles to a stone Mrs. Minnie Coats line (now the second parties) thence with her lines 35 1/2 E 76 poles to the north west edge of the turnpike at a turn a stone her conrer; thence with the turnpike and its meanders to the beginning containing 39 1 /2 acres more or less.

PARCEL C:

BEGINNING at a stone on the north side of the turnpike corner to William Coats, thence with said Coats line N. 37 1/2 W. 169 1/2 poles to a stone, corner to same, in Amos's line. Thence S. 78 1/2 W. 46 poles to a stone, Thence a new line, S. 2 deg. E. 141 poles 10 links to a stone on the south side of the Mammoth Cave Road, thence with same S. 87 deg. E. 86 poles to a hickory on the north side of the road, Thence S. 82 1/2 W 39 2/5 poles to a stone in the middle of the turnpike, thence N. 50 1/2 deg. E. 16 poles to a stake in the pike; thence N. 31 1 /2 E. 19 2/5 poles to the beginning, containing 94 acres, 3 rods and 28 percnes.

The other tract or boundary is a part of what was at one time known as the "Ganey Place" deed to said tract of land was from P. E. Mansfield to Grace Mansfield, dated the ___ day of February, 1898, and is bounded as follows:

BEGINNING at a stone, Mansfield corner inside of B. C. Mayfield fence. Thence N. 64 E. 20 poles to a stake or stone; thence N. 54 1/2 poles to a stone in middle of road, 22 links from post oak, an corner to the "Ganey tract", Thence N. 43 W. 13 poles and 15 links to center of pike, thence with the meanderings of the said pike S. 64 W. 8 poles, thence S. 45 1/2 W. 18 poles, thence S. 54 1/4 W. 16 poles to the beginning. Containing two acres more or less.

There is excepted from the above description all that part of said land that was deed to Mrs. Annis Dennison by Grace Mansfield on the 24th day of January, 1959, which tract is described as follows: My dwelling house, yard garden and all other buildings located thereon, which house yard and garden is located on the east side of the Old Dixie highway in Hart County, Kentucky, and about one half mile south of Rowletts, Kentucky, which property as aforesaid lies on the east side of old Dixie Highway and adjoins and binds on said highway. BEGINNING on the north west corner of said property being the corner of this property and the property of Russell Mears and running thence south with the boundary line of said Old Dixie highway to the south corner near a cherry tree and being a corner of this land and the land of J. R. Lawler and thence running north eastward with his wire fence between this property and the property of said J. R. Lawler to a corner of this property and the land of said Lawler, thence a line running westward between the property of Russell Mears, and the north boundary of this land to the old Dixie Highway the beginning corner and composes the Year and garden upon which my dwelling house and other outbuilding are located.

The deed to Mrs. Annis Dennison is recorded in Deed Book 87, Page 348, Office of Hart County Clerk.

THERE IS EXCEPTED AND NOT CONVEYED HEREIN that certain parcel of real estate previously conveyed to David A. Gardner and his wife, Traci A. Gardner, from Gerald Fults and his wife, Montella Fults, by Deed dated April 19, 2002, of record in Deed Book 255, Page 683, and more particularly described as follows:

Being a certain tract of land lying on the East r/w of the L & N Turnpike - State Hwy. #335. Locate in Hart County, Ky., and being more particularly bounded and described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 3/4 inches in diameter, twenty-four inches in length with plastic cap stamped J. Leftwich P.L.S. #3013. All bearing stated herein are referred to the magnetic meridian as observed on 03-11-02.

Beginning at a set 3/4" rebar 30 ft. from the centerline of Hwy. #335 (60' r/w assumed) (ref. - 74.73 ft. northwest of the intersection of the Johns Lane and Hwy. #335 and being located S 54 deg. 15 min. 50 sec. W 1713.30 ft. from a corner post 21 ft. from the center of Hwy. #335 a corner to Steve Meredith -Deed Book 197 Page 556, and the parent tract) a new corner to Montella and Gerald Fults (Deed Book 254 Page 551); thence severing the land of Fults with three new lines, S 63 deg. 30 min. 00 sec. W 206.85 ft. to a set 3/4" rebar; thence N 46 deg. 32 min. 21 sec. W 164.41 ft. to a set 3/4" rebar; thence N 68 deg. 29 min. 06 sec. E 396.87 ft. to a set 3/4" rebar, a new corner to

Fults, on the r/w of the L & N Tum Pike - State Hwy. #335; thence with the r/w, S 13 deg. 37 min. 06 sec. W 87.94 ft.; thence S 08 deg. 46 min. 55 sec. W 132.40 ft. to the beginning containing 1.121 acres more or less as surveyed by Joe R. Leftwich, P. L. S. #3013 with Leftwich Land Surveying Inc. on March 11th, 2002. This property is subject to any existing r/w's or easements.
/s/ Joe R. Leftwich P.L.S. #3013 3-11-02

THERE IS EXCEPTED AND NOT CONVEYED HEREIN that certain parcel of real estate previously conveyed to Mick Lawler and Jerry Lee Lawler, husband and wife, from Gerald Fults and Montella Fults, husband and wife, by Deed dated March 11, 2008, of record in Deed Book 293, Page 292, and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 5/8 inches in diameter, twenty-four inches in length with plastic cap stamped Joe R. Leftwich PLS #3013. All bearing stated herein are referred to the magnetic meridian as observed on 01-31-08.

Beginning at a set 518" rebar (Referenced: N 00 deg. 09 min. 35 sec. W 255.27 ft. from a stone found in old road bed) in the line of Marian England (Deed Book 177 Page 23) a new corner to Montella Fults (Deed Book 254 Page 551); thence severing the land of Fults with four new lines, N 83 deg. 04 min. 55 sec. E 257.78 ft. to a set 5/8" rebar; thence N 85 deg. 09 min. 34 sec. E 132.77 ft. to a set 518" rebar; thence S 86 deg. 29 min. 57 sec. E 117.96 ft. to a set 5/8" rebar; thence S 66 deg. 08 min. 41 sec. E 61.54 ft. to a 3/4" rebar cap #3013 found (Referenced: N 60 deg. 47 min. 16 sec. E 544.53 ft. from a 3/4" rebar cap #3013 found) a corner to Fults and Mick Lawler (Deed Book 250 Page 48); thence with Lawler, S 14 deg. 21 min. 56 sec. E 360.92 ft. to a 3/4" rebar cap #3013 found; thence S 68 deg. 36 min. 53 sec. W 364.43 ft. to a 3/4" rebar cap #3013 found; thence S 76 deg. 07 min. 20 sec. W 135.14 ft. to a 3/4" rebar cap #3013 found; thence S 89 deg. 43 min. 41 sec. W 204.33 ft. to a 3/4" rebar cap #3013 found, a corner to Lawler, in the line of Marian England (Deed Book 177 Page 23); thence with England, N 02 deg. 36 min. 50 sec. E 506.27 ft. to the beginning containing 6.867 acres more or less as surveyed by Joe R. Leftwich, PLS #3013 with Leftwich Land Surveying Inc. on January 31, 2008. This property is subject to any existing r/w's or easements.

THERE IS EXCEPTED AND NOT CONVEYED HEREIN that certain parcel of real estate previously conveyed to David A. Gardner and Traci A. Gardner, husband and wife, from Gerald Fults and Montella Fults, husband and wife, by Deed dated April 8, 2008, of record in Deed Book 293, Page 501, and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 5/8 inches in diameter, twenty-four inches in length with plastic cap stamped Joe R. Leftwich PLS #3013. All bearing stated herein are referred to the magnetic meridian as observed on 01-31-08.

Beginning at a set 5/8" rebar on the West r/w of State Highway #335, a new corner to Gerald & Montella Fults (Deed Book 254 Page 551); thence severing the land of Fults with three new lines, N 30 deg. 07 min. 31 sec. W 570.23 ft. to a set 5/8" rebar; thence N 65 deg. 08 min. 53 sec. E

1371.80 ft. to a set 5/8" rebar; thence S 28 deg. 36 min. 20 sec. E 35.54 ft. to a set 5/8" rebar on the West r/w of State Highway #335, a new corner to Fults; thence with the r/w of State Highway #335, S 50 deg. 44 min. 19 sec. W 41.45 ft.; thence S 44 deg. 43 min. 47 sec. W 60.99 ft.; thence S 36 deg. 00 min. 43 sec. W 70.95 ft.; thence S 23 deg. 45 min. 48 sec. W 69.55 ft. to a 3/4" rebar cap #3013 found on the West r/w of State Highway #335, a corner to David Gardner (Deed Book 255 Page 683); thence with Gardner, S 60 deg. 29 min. 06 sec. W 396.88 ft. to a 3/4" rebar cap #3013 found; thence S 46 deg. 32 min. 21 sec. E 164.41 ft. to a 3/4" rebar cap #3013 found; thence N 63 deg. 30 min. 00 sec. E 206.85 ft. to a 3/4" rebar cap #3013 found on the West r/w of State Highway #335, a corner to Gardner; thence with the r/w of State Highway #335, S 09 deg. 48 min. 44 sec. W 65.89 ft.; thence S 13 deg. 13 min. 01 sec. W 65.57 ft.; thence S 21 deg. 12 min. 21 sec. W 62.34 ft.; thence S 36 deg. 47 min. 47 sec. W 58.53 ft.; thence S 60 deg. 03 min. 11 sec. W 59.69 ft.; thence S 73 deg. 52 min. 47 sec. W 66.36 ft.; thence S 72 deg. 04 min. 53 sec. W 71.63 ft.; thence S 66 deg. 54 min. 48 sec. W 73.03 ft.; thence S 62 deg. 21 min. 43 sec. W 71.09 ft.; thence S 58 deg. 28 min. 48 sec. W 70.81 ft.; thence S 54 deg. 36 min. 30 sec. W 71.56 ft.; thence S 49 deg. 20 min. 45 sec. W 72.71 ft.; thence S 45 deg. 21 min. 41 sec. W 67.19 ft.; thence S 49 deg. 53 min. 09 sec. W 64.04 ft.; thence S 65 deg. 18 min. 36 sec. W 63.05 ft.; thence S 68 deg. 29 min. 53 sec. W 69 .18 ft. to the beginning containing 11.665 acres more or less as surveyed by Joe R. Leftwich, PLS #3013 with Leftwich Land Surveying Inc. on January 3 Pt, 2008. This property is subject to any existing r/ws or easements.

Notwithstanding the foregoing, the Premises shall be limited to that portion of the above-described property shaded in green below (being a part of Hart County Assessor's Parcel No. 056-00-00-040.00)



EXHIBIT B

Legal Description of the Adjacent Premises

Being a tract of land located and being in Hart County, Kentucky, of 208.79 acres, more or less, and being more particularly described as follows:

Parcel 1:

Being a certain tract of land lying on the East r/w of the L & N Turnpike - State Hwy. #335. Located in Hart County, Ky., and being more particularly bounded and described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 3/4 inches in diameter, twenty-four inches in length with plastic cap stamped J. Leftwich P.L.S. #3013. All bearings stated herein are referred to the magnetic meridian as observed on 03-11-02.

Beginning at a set 3/4" rebar 30 ft. from the centerline of Hwy. #335 (60' r/w assumed) (ref. - 74. 73 ft. northwest of the intersection of the Johns Lane and Hwy. #335 and being located S 54 deg. 15 min. 50 sec. W 1713.30 ft. from a corner post 21 ft. from the center of Hwy. #335 a corner to Steve Meredith -Deed Book 197 Page 556, and the parent tract) a new corner to Montella and Gerald Fults (Deed Book 254 Page 551); thence severing the land of Fults with three new lines, S 63 deg. 30 min. 00 sec. W 206.85 ft. to a set 3/4" rebar; thence N 46 deg. 32 min. 21 sec. W 164.41 ft. to a set 3/4" rebar; thence N 68 deg. 29 min. 06 sec. E 396.87 ft. to a set 3/4" rebar, a new corner to Fults, on the r/w of the L & N Turn Pike - State Hwy. #335; thence with the r/w, S 13 deg. 37 min. 06 sec. W 87 .94 ft.; thence S 08 deg. 46 min. 55 sec. W 132.40 ft. to the beginning containing 1.121 acres more or less as surveyed by Joe R. Leftwich, P. L. S. #3013 with Leftwich Land Surveying Inc. on March 11th, 2002. This property is subject to any existing r/w's or easements. /s/ Joe R. Leftwich P.L.S. #3013 3-11- 02

Parcel 2:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 5/8 inches in diameter, twenty-four inches in length with plastic cap stamped Joe R. Leftwich PLS #3013. All bearings stated herein are referred to the magnetic meridian as observed on 01-31-08.

Beginning at a set 5/8" rebar on the West r/w of State Highway #335, a new corner to Gerald & Montella Fults (Deed Book 254 Page 551); thence severing the land of Fults with three new lines, N 30 deg. 07 min. 31 sec. W 570.23 ft. to a set 5/8" rebar; thence N 65 deg. 08 min. 53 sec. E 1371.80 ft. to a set 5/8" rebar; thence S 28 deg. 36 min. 20 sec. E 35.54 ft. to a set 5/8" rebar on the West r/w of State Highway #335, a new corner to Fults; thence with the r/w of State Highway #335, S 50 deg. 44 min. 19 sec. W 41.45 ft.; thence S 44 deg. 43 min. 47 sec. W 60.99 ft.; thence S 36 deg. 00 min. 43 sec. W 70.95 ft.; thence S 23 deg. 45 min. 48 sec. W 69.55 ft. to a 3/4" rebar cap #3013 found on the West r/w of State Highway #335, a corner to David Gardner (Deed Book 255 Page 683); thence with Gardner, S 60 deg. 29 min. 06 sec. W 396.88 ft. to a 3/4" rebar cap #3013 found; thence S 46 deg. 32 min. 21 sec. E 164.41 ft. to a 3/4" rebar cap #3013 found; thence N 63 deg. 30 min. 00 sec. E 206.85 ft. to a 3/4" rebar cap #3013 found on the West r/w of State Highway #335, a corner to Gardner; thence with the r/w of State Highway #335, S 09 deg. 48 min. 44 sec. W 65.89 ft.; thence S 13 deg. 13 min. 01 sec. W 65.57 ft.; thence S 21 deg. 12 min. 21 sec.

W 62.34 ft.; thence S 36 deg. 47 min. 47 sec. W 58.53 ft.; thence S 60 deg. 03 min. 11 sec. W 59.69 ft.; thence S 73 deg. 52 min. 47 sec. W 66.36 ft.; thence S 72 deg. 04 min. 53 sec. W 71.63 ft.; thence S 66 deg. 54 min. 48 sec. W 73.03 ft.; thence S 62 deg. 21 min. 43 sec. W 71.09 ft.; thence S 58 deg. 28 min. 48 sec. W 70.81 ft.; thence S 54 deg. 36 min. 30 sec. W 71.56 ft.; thence S 49 deg. 20 min. 45 sec. W 72.71 ft.; thence S 45 deg. 21 min. 41 sec. W 67.19 ft.; thence S 49 deg. 53 min. 09 sec. W 64.04 ft.; thence S 65 deg. 18 min. 36 sec. W 63.05 ft.; thence S 68 deg. 29 min. 53 sec. W 69.18 ft. to the beginning containing 11.665 acres more or less as surveyed by Joe R. Leftwich, PLS #3013 with Leftwich Land Surveying Inc. on January 31st, 2008. This property is subject to any existing r/ws or easements.

Parcel 3:

PARCEL A:

FIRST TRACT BOUNDED AS FOLLOWS:

Beginning at a stone at edge of pike and corner to Grace Mansfield's survey running with same North 36-3/4 degrees west 168 1/2 poles to a stone in Burd's line, north 80-1/2 degrees east 32-2/5 poles to a stake in a stone fence (old call 2 post oaks) and corner to Burd's and also survey owned by Powell, Curle and Perkins; thence with their line north 86-1/2 degrees east 42-3/5 poles to a stone by the side of a stone fence, and at this end of another line; thence along the center of said line south 36 degrees east 118 poles 1 7 links to a stone near the pike and corner to Minnie Coats survey; thence with same south 54 degrees west 26 poles to a stone at corner of young orchard; thence with another of her lines south 37- 1/2 degrees east 11 poles 8 links to a stone at edge of pike; thence with another of her lines south 3 7-1 /2 degrees east 11 poles 8 links to a stone at edge of pike; thence with another of her lines south 4 7-1/2 degrees West 3 1 poles to center of pile at moth of lane at corner of Grace Mansfield's garden; thence with Grace Mansfield's line south 72-1/2 degrees west 6-4/5 poles to the beginning, containing 58.3 acres, more or less, but subject to all legal highways.

THE SECOND TRACT BOUNDED AS FOLLOWS:

BEGINNING at a stone, corner to W. T. Snoddy, at the turnpike, thence S. 35-1/4 E. 84 4/5 poles to a stone, another of Snoddy's corners; thence S 29 E 132 poles to a stone, near corner of fence; thence N. 57 E. 2 poles to a stake, at corner of fence; thence S. 28 1/4 E. 52 poles to a stone - old call - a hickory and post oak; thence N. 83 1/4 W. 21 poles to a stone on top of knob; thence N. 80 W. 80 poles to a stone with four cedar pointers; thence N. 60 W. 38 poles to a stone; thence N. 1/4 E. 35 poles to a post oak stump; thence N. 49 W. 10 poles to a stone at mouth of lane; thence with same N. 3 W. 91 poles to a stone; thence N. 29 W. 28-2/5 poles to a post oak near corner of P. E. Mansfield's garden; thence N. 38-1/4 W. 11-1/5 poles to center of pike; thence S. 38-1/2 W. 31 poles to a stone at corner of garden; thence N. 38-1/2 W. 11 poles and 8-1/2 links to a stone at corner of young orchard; thence N. 54 3/4 E. 26 poles to a stone at edge of pike; thence S. 10-3/4 E. 8 poles and 16 links to the beginning, containing one hundred and seventeen (117) acres.

A hauling road is reserved on the line between the land hereby conveyed and the old A. T. Snoddy and A. D. Patterson line, said road being 16 feet wide.

There is reserved from the above boundary and not conveyed hereby eighty five acres heretofore (and about the year 1907) conveyed to Horace Rowlett, colored under order of court in an action

to sell same and reinvest the proceeds for the benefit of the parties, then infants. Also the following tract of land is conveyed hereby: A small tract of land lying on the northwest side of the Louisville and Nashville (lower) turnpike, near the town of Rowletts, in Hart Counth, Ky., containing 12 acres and 1 rod and nineteen and half(19-1/2) perches bounded as follows: Beginning at a stone on the northwest side of the turnpike, corner to lands of Mrs. Minnie Coats, and running thence along the N. W. Edge of the metaled portion of the turnpike and following its meanders, N. 5-1/2 a new line, N. 35-1/2 W 97 poles to a stone in Charley Burd's line; thence with his line S. 59-3/4 poles and 20 links to a stone at the N. E. end of a stone fence; thence with another of his lines, with the middle of said fence-S. 86 1/2 W 16 4/5 poles to Mrs. Minnie Coats corner, a stone standing on the S. E. side of the fence; thence with her line S. 35 1/2 E. 118 poles and 11 links to the beginning.

PARCEL B:

BEGINNING at a stone in the north west edge of the metal portion of the turn pike now known as the old Dixie Highway and corner to the homestead lands of the first party and running thence with his homestead line N 26 3/4 W 73 1/4 poles to a stone corner to Burds tract; thence with Burds line S 59 3/4 W 92 poles to a stone [REDACTED] line (now the second parties) thence with her lines 35 1/2 E 76 poles to the north west edge of the turnpike at a turn a stone her conrer; thence with the turnpike and its meanders to the beginning containing 39 1 /2 acres more or less.

PARCEL C:

BEGINNING at a stone on the north side of the turnpike corner to William Coats, thence with said Coats line N. 37 1/2 W. 169 1/2 poles to a stone, corner to same, in Amos's line. Thence S. 78 1/2 W. 46 poles to a stone, Thence a new line, S. 2 deg. E. 141 poles 10 links to a stone on the south side of the Mammoth Cave Road, thence with same S. 87 deg. E. 86 poles to a hickory on the north side of the road, Thence S. 82 1/2 W 39 2/5 poles to a stone in the middle of the turnpike, thence N. 50 1/2 deg. E. 16 poles to a stake in the pike; thence N. 31 1 /2 E. 19 2/5 poles to the beginning, containing 94 acres, 3 rods and 28 percnes.

The other tract or boundary is a part of what was at one time known as the "Ganey Place" deed to said tract of land was from P. E. Mansfield to Grace Mansfield, dated the ___ day of February, 1898 , and is bounded as follows:

BEGINNING at a stone, Mansfield corner inside of B. C. Mayfield fence. Thence N. 64 E. 20 poles to a stake or stone; thence N. 54 1 /2 poles to a stone in middle of road, 22 links from post oak, an corner to the "Ganey tract", Thence N. 43 W. 13 poles and 15 links to center of pike, thence with the meanderings of the said pike S. 64 W. 8 poles, thence S. 45 1/2 W. 18 poles, thence S. 54 1/4 W. 16 poles to the beginning. Containing two acres more or less.

There is excepted from the above description all that part of said land that was deed to [REDACTED] on the 24th day of January, 1959, which tract is described as follows: My dwelling house, yard garden and all other buildings located thereon, which house yard and garden is located on the east side of the Old Dixie highway in Hart County, Kentucky, and about one half mile south of Rowletts, Kentucky, which property as aforesaid lies on the east side of old Dixie Highway and adjoins and binds on said highway. BEGINNING on the north west corner of said property being the corner of this property and the property of Russell Mears and running

thence south with the boundary line of said Old Dixie highway to the south corner near a cherry tree and being a corner of this land and the land of J. R. Lawler and thence running north eastward with his wire fence between this property and the property of said J. R. Lawler to a corner of this property and the land of said Lawler, thence a line running westward between the property of [REDACTED], and the north boundary of this land to the old Dixie Highway the beginning corner and composes the Year and garden upon which my dwelling house and other outbuilding are located.

The deed to [REDACTED] is recorded in Deed Book 87, Page 348, Office of Hart County Clerk.

THERE IS EXCEPTED AND NOT CONVEYED HEREIN that certain parcel of real estate previously conveyed to [REDACTED], by Deed dated April 19, 2002, of record in Deed Book 255, Page 683, and more particularly described as follows:

Being a certain tract of land lying on the East r/w of the L & N Turnpike - State Hwy. #335. Locate in Hart County, Ky., and being more particularly bounded and described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 3/4 inches in diameter, twenty-four inches in length with plastic cap stamped J. Leftwich P.L.S. #3013. All bearing stated herein are referred to the magnetic meridian as observed on 03-11-02.

Beginning at a set 3/4" rebar 30 ft. from the centerline of Hwy. #335 (60' r/w assumed) (ref. - 74.73 ft. northwest of the intersection of the Johns Lane and Hwy. #335 and being located S 54 deg. 15 min. 50 sec. W 1713.30 ft. from a corner post 21 ft. from the center of Hwy. #335 a corner to Steve Meredith -Deed Book 197 Page 556, and the parent tract) a new corner to Montella and Gerald Fults (Deed Book 254 Page 551); thence severing the land of Fults with three new lines, S 63 deg. 30 min. 00 sec. W 206.85 ft. to a set 3/4" rebar; thence N 46 deg. 32 min. 21 sec. W 164.41 ft. to a set 3/4" rebar; thence N 68 deg. 29 min. 06 sec. E 396.87 ft. to a set 3/4" rebar, a new corner to Fults, on the r/w of the L & N Tum Pike - State Hwy. #335; thence with the r/w, S 13 deg. 37 min. 06 sec. W 87.94 ft.; thence S 08 deg. 46 min. 55 sec. W 132.40 ft. to the beginning containing 1.121 acres more or less as surveyed by Joe R. Leftwich, P. L. S. #3013 with Leftwich Land Surveying Inc. on March 11th, 2002. This property is subject to any existing r/w's or easements. /s/ Joe R. Leftwich P.L.S. #3013 3-11-02

THERE IS EXCEPTED AND NOT CONVEYED HEREIN that certain parcel of real estate previously conveyed to [REDACTED], husband and wife, from [REDACTED], husband and wife, by Deed dated March 11, 2008, of record in Deed Book 293, Page 292, and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 5/8 inches in diameter, twenty-four inches in length with plastic cap stamped Joe R. Leftwich PLS #3013. All bearing stated herein are referred to the magnetic meridian as observed on 01-31-08.

Beginning at a set 518" rebar (Referenced: N 00 deg. 09 min. 35 sec. W 255.27 ft. from a stone found in old road bed) in the line of Marian England (Deed Book 177 Page 23) a new corner to Montella Fults (Deed Book 254 Page 551); thence severing the land of Fults with four new lines, N 83 deg. 04 min. 55 sec. E 257. 78 ft. to a set 5/8" rebar; thence N 85 deg. 09 min. 34 sec. E

132.77 ft. to a set 5/8" rebar; thence S 86 deg. 29 min. 57 sec. E 117 .96 ft. to a set 5/8" rebar; thence S 66 deg. 08 min. 41 sec. E 61.54 ft. to a 3/4" rebar cap #3013 found (Referenced: N 60 deg. 47 min. 16 sec. E 544.53 ft. from a 3/4" rebar cap #3013 found) a corner to Fults and Mick Lawler (Deed Book 250 Page 48); thence with Lawler, S 14 deg. 21 min. 56 sec. E 360.92 ft. to a 3/4" rebar cap #3013 found; thence S 68 deg. 36 min. 53 sec. W 364.43 ft. to a 3/4" rebar cap #3013 found; thence S 76 deg. 07 min. 20 sec. W 135.14 ft. to a 3/4" rebar cap #3013 found; thence S 89 deg. 43 min. 41 sec. W 204.33 ft. to a 3/4" rebar cap #3013 found, a corner to Lawler, in the line of Marian England (Deed Book 177 Page 23); thence with England, N 02 deg. 36 min. 50 sec. E 506.27 ft. to the beginning containing 6.867 acres more or less as surveyed by Joe R. Leftwich, PLS #3013 with Leftwich Land Surveying Inc. on January 31, 2008. This property is subject to any existing r/w's or easements.

THERE IS EXCEPTED AND NOT CONVEYED HEREIN that certain parcel of real estate previously conveyed to [REDACTED], husband and wife, from [REDACTED], husband and wife, by Deed dated April 8, 2008, of record in Deed Book 293, Page 501, and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 5/8 inches in diameter, twenty-four inches in length with plastic cap stamped [REDACTED] PLS #3013. All bearing stated herein are referred to the magnetic meridian as observed on 01-31-08.

Beginning at a set 5/8" rebar on the West r/w of State Highway #335, a new corner to [REDACTED] (Deed Book 254 Page 551); thence severing the land of Fults with three new lines, N 30 deg. 07 min. 31 sec. W 570.23 ft. to a set 5/8" rebar; thence N 65 deg. 08 min. 53 sec. E 1371.80 ft. to a set 5/8" rebar; thence S 28 deg. 36 min. 20 sec. E 35.54 ft. to a set 5/8" rebar on the West r/w of State Highway #335, a new corner to Fults; thence with the r/w of State Highway #335, S 50 deg. 44 min. 19 sec. W 41.45 ft.; thence S 44 deg. 43 min. 47 sec. W 60.99 ft.; thence S 36 deg. 00 min. 43 sec. W 70.95 ft.; thence S 23 deg. 45 min. 48 sec. W 69.55 ft. to a 3/4" rebar cap #3013 found on the West r/w of State Highway #335, a corner to [REDACTED] (Deed Book 255 Page 683); thence with Gardner, S 60 deg. 29 min. 06 sec. W 396.88 ft. to a 3/4" rebar cap #3013 found; thence S 46 deg. 32 min. 21 sec. E 164.41 ft. to a 3/4" rebar cap #3013 found; thence N 63 deg. 30 min. 00 sec. E 206.85 ft. to a 3/4" rebar cap #3013 found on the West r/w of State Highway #335, a corner to Gardner; thence with the r/w of State Highway #335, S 09 deg. 48 min. 44 sec. W 65.89 ft.; thence S 13 deg. 13 min. 01 sec. W 65.57 ft.; thence S 21 deg. 12 min. 21 sec. W 62.34 ft.; thence S 36 deg. 47 min. 47 sec. W 58.53 ft.; thence S 60 deg. 03 min. 11 sec. W 59.69 ft.; thence S 73 deg. 52 min. 47 sec. W 66.36 ft.; thence S 72 deg. 04 min. 53 sec. W 71.63 ft.; thence S 66 deg. 54 min. 48 sec. W 73.03 ft.; thence S 62 deg. 21 min. 43 sec. W 71.09 ft.; thence S 58 deg. 28 min. 48 sec. W 70.81 ft.; thence S 54 deg. 36 min. 30 sec. W 71.56 ft.; thence S 49 deg. 20 min. 45 sec. W 72.71 ft.; thence S 45 deg. 21 min. 41 sec. W 67.19 ft.; thence S 49 deg. 53 min. 09 sec. W 64.04 ft.; thence S 65 deg. 18 min. 36 sec. W 63.05 ft.; thence S 68 deg. 29 min. 53 sec. W 69 .18 ft. to the beginning containing 11.665 acres more or less as surveyed by Joe R. Leftwich, PLS #3013 with Leftwich Land Surveying Inc. on January 3 Pt, 2008. This property is subject to any existing r/ws or easements.

Notwithstanding the foregoing, the Adjacent Premises shall not include any portion of the above-described property that is part of the Premises described on Exhibit A.

SOLAR LEASE AND EASEMENT AGREEMENT

This **SOLAR LEASE AND EASEMENT AGREEMENT** (this “Agreement”), dated and effective on February __, 2021 (the “Effective Date”), is made by and between [REDACTED] (“Owner”), and LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company (“Lessee”). Owner and Lessee are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Owner is the fee simple title owner of certain real property located in Hart County, Kentucky, being known as Hart County Assessor’s Parcel No. 056-00-00-040.00 (the “Land”), consisting of 208.79 acres, more or less;
- B. Lessee wishes to develop on a portion of the Land, consisting of approximately 130 acres, as more particularly described and depicted in Exhibit B (the “Leased Premises”), a solar power electrical generation and/or energy storage facility (with all related infrastructure as described herein, the “Project”), and, if it so elects, to construct, operate, and maintain the Project; and
- C. Lessee desires to lease from Owner, and to enjoy associated easements and rights of way over, all or a portion of Leased Premises, and Owner desires to grant to Lessee the lease and easements rights described in this Agreement.

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

AGREEMENT

1. Defined Terms; Construction.

- (a) Definitions. Except as otherwise explicitly provided herein, when used in this Agreement, capitalized terms shall have the meanings ascribed to them in Exhibit A, or in the applicable Section of this Agreement to which reference is made in Exhibit A.
- (b) Rules of Construction. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires (i) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting any gender shall include all genders as the context requires; (ii) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (iii) the terms “hereof,” “herein,” “hereunder,” “hereby,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iv) when a reference is made to a Section or Exhibit, such reference is to a Section or Exhibit of this Agreement unless otherwise specified; (v) the words “include,” “includes,” and “including” shall be deemed to be modified by the words “without limitation” or “including, but not limited to,” unless otherwise specified; (vi) the use of the word “or” is not intended to be exclusive unless expressly indicated otherwise or the context so requires; (vii) the word “shall” shall be construed to have the same meaning and effect

of the word “will”; (viii) a reference to any Party to this Agreement or a Person party to any other agreement or document shall include such Party’s or Person’s successors and permitted assigns; and (ix) a reference to any Law means such Law as amended, modified, codified, replaced, or reenacted, from time to time, and all rules and regulations promulgated thereunder.

2. **Grant of Lease**. Beginning on the Effective Date and for the Lease and Easement Term, Owner leases to Lessee, and Lessee leases from Owner, the Leased Premises in accordance with the terms and conditions of this Agreement (“Lease”). The Lease grants Lessee and its agents, contractors, and employees the right to use the Leased Premises for the following permitted uses (collectively, the “Lease Rights”):

- (a) **Development Rights**. Lessee and its employees, agents, and contractors shall have the right to enter upon the Leased Premises and the right of ingress and egress over and across the Leased Premises for the purposes of (i) surveying the Leased Premises, (ii) performing such other tests and studies as Lessee may desire in connection with development of the Project, including environmental, avian, and cultural resource assessments, and geotechnical, foundation, and soil tests; provided that such activities do not unreasonably interfere with Owner’s use of the Leased Premises, and (iii) installing, maintaining, operating, inspecting, and removing one or more Weather Instruments (including the fencing of said Weather Instruments) and performing all tests and studies associated therewith. During the Development Term, Owner shall not permit any individual or entity other than Lessee (or its employees, agents, and contractors) to install any Weather Instruments on the Land or grant to any other party the right to develop any solar generation or energy storage facility on the Land.
- (b) **Construction Right**. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove all or any part or component of the Improvements. Lessee may exercise its right to use all or any part of the Leased Premises when, as, and if Lessee deems it necessary or advisable to do so to perform the activities for which this right is granted, including staging areas and parking for Lessee’s employees, irrespective of whether such Improvements or staging areas are located, or are planned to be located, on the Leased Premises, subject to the provisions of Section 6(d) below.
- (c) **Access Right**. Lessee and its employees, agents, and contractors shall have unobstructed vehicular and pedestrian access and ingress to and egress from the Improvements, the Leased Premises, and any public roadways, and the right to construct, maintain, relocate, and utilize Roadway Improvements on the Leased Premises. Owner shall not permit others to obstruct or damage the roads or Roadway Improvements located on the Leased Premises or in any other way interfere with any rights granted in this Agreement. Lessee shall repair any damage done to Roadway Improvements that result from use by Lessee, its employees, agents, and contractors. Lessee shall maintain such roads in the condition necessary for use by Lessee’s equipment, and in the case of existing roads, in at least the condition that existed prior to Lessee’s use suitable for farm and ranch vehicles and equipment.
- (d) **Solar Panels Right**. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Solar Panels and the appurtenant Collection Facilities, together with associated roads and parking areas on the Leased Premises.

- (e) Collection Facilities Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Collection Facilities on and under the Leased Premises.
- (f) Substation Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove one or more Substations on the Leased Premises.
- (g) Telecommunication Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Telecommunication Facilities on and under the Leased Premises.
- (h) Weather Instrument Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove a Weather Instrument and the appurtenant Collection Facilities on the Leased Premises.

3. **Grant of Easements**. Beginning on the Effective Date and for the Lease and Easement Term, Owner grants to Lessee, and Lessee accepts from Owner, the following easements over and across the Leased Premises (and if applicable, Owner's Adjacent Property (as such term is defined below)) in accordance with the terms and conditions of this Agreement. The following easements are for the benefit of Lessee and Lessee's agents, contractors, and employees and are collectively referred to as the "Easements," and the associated rights, the "Easement Rights":

- (a) Sun Non-Obstruction Easement. Owner grants to Lessee, and Lessee accepts from Owner, an irrevocable, exclusive easement for the right and privilege to use, maintain, and capture the free and unobstructed sunlight over and across the Leased Premises ("Non-Obstruction Easement"). Owner shall not engage in any activity or construct or permit to be constructed any structure on the Leased Premises or any other neighboring property owned or controlled by Owner (including, without limitation, the Land, "Owner's Adjacent Property") that might interfere with the solar irradiance or insolation over any portion of the Leased Premises; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Lessee's operation of the Project or exercise of any rights granted in this Agreement, including, without limitation, by the emission of suspended particulate matter, smoke, fog, steam, or other airborne impediments to insolation (collectively "Interference"). Notwithstanding the foregoing, Owner shall be permitted to construct on Owner's Adjacent Property any structure that has a height (including antennas or other projections) no greater than one-half of the distance between such structure and the Leased Premises. The grant of this Non-Obstruction Easement expressly includes the right of Lessee to enforce Lessee's rights, including the physical removal of trees or structures (except trees and structures existing as of the Effective Date unless otherwise agreed in writing by Owner) located on the Leased Premises and Owner's Adjacent Property causing Interference to the Project contemplated by Lessee. Lessee shall provide reasonable notice to Owner prior to making any such removals and shall remove any trees in a manner that prevents any regrowth.
- (b) Effects Easement. Owner grants to Lessee, and Lessee accepts from Owner, an easement over the Leased Premises and Owner's Adjacent Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project.

- (c) Transmission and Access Easement. Owner grants to Lessee, and Lessee accepts from Owner, (a) a non-exclusive fifty (50) foot wide easement above, on, under, over, across and through that part of the Land depicted on Exhibit B-1 hereto (the “Transmission Easement Area”) in a location reasonably approved by Owner for the purposes of construction, maintenance, operation, removal, repair, and replacement of equipment for the transmission of electricity, including communication cables; electrical lines; trenches; wires; and appurtenant equipment (“Transmission Systems”); (b) a non-exclusive easement of access on, over, across and through the Transmission Easement Area for the purpose of ingress, egress and regress from and to the Transmission Systems and the Leased Premises; and (c) non-exclusive temporary work space easements not to exceed twenty-five (25) feet on either side of the Transmission Easement Area for the purpose of the construction, maintenance, removal, repair and replacement of the Transmission Systems from time to time.
- (d) Waiver of Setbacks. Subject to the other terms and conditions of this Agreement, Owner consents to Lessee’s installation and operation of Improvements at any location upon the Leased Premises and/or the Transmission Easement Area, including at or near the property lines. If any private agreement or restriction, or any law, rule, or ordinance of any governmental agency, imposes setback requirements or otherwise restricts the location of any component of the Improvements on the Leased Premises or the Transmission Easement Area or along or near property lines of the Leased Premises or the Transmission Easement Area, Owner shall (at no out-of-pocket cost or expense to Owner) cooperate with and assist Lessee in Lessee’s efforts to obtain waivers or variances from such requirements and shall execute all further documents evidencing Owner’s agreement to the elimination of such setback requirements.

4. Lease and Easement Term. The Lease and Easement Term shall commence on the Effective Date.

- (a) Development Term. The “Development Term” component of the Lease and Easement Term shall commence on the Effective Date and shall continue to until (i) Lessee gives notice to Owner that it is entering the Construction Term (the “Construction Notice”; the date of such notice, if any, the “Construction Notice Date”), or(ii) the fifth anniversary of the Effective Date, whichever occurs first. If Lessee fails to give the Construction Notice prior to the expiration of the Development Term, this Agreement, and all rights of Lessee hereunder, shall automatically terminate.
- (b) Construction Term. The “Construction Term” component of the Lease and Easement Term, if any, shall commence on the Construction Notice Date, and shall continue until the first to occur of (i) Commercial Production, and (ii) the Outside Construction Date.
- (c) Production Term. The “Production Term” component of the Lease and Easement Term, if any, shall commence on the first to occur of (i) the first date of Commercial Production, or (ii) the Outside Construction Date, and shall continue for 30 years thereafter. Lessee shall provide Owner with written notice of the commencement of the Production Term within thirty (30) days following the date of such commencement, but the failure to provide notice of such date shall not affect Lessee’s rights hereunder. For avoidance of doubt, a failure of the Project to achieve Commercial Production prior to the Outside Construction Date shall not be a default hereunder; rather, it shall only serve to inflect the term of this Agreement to the Production Term from the Construction Term.

- (d) Extended Production Terms. Lessee shall have the right to extend the Production Term for two consecutive terms of five years each in accordance with the terms and provisions of this Agreement (each, an “Extended Production Term”) by providing written notice to Owner of Lessee’s intent to so extend the Production Term by no later than 60 days prior to the end of the Production Term, or, if applicable, the initial Extended Production Term. Each Extended Production Term shall begin on the expiration date of the Production Term or the previous Extended Production Term, as applicable.
- (e) Delays During Lease and Easement Term. At Lessee’s option, any component of the Lease and Easement Term and the Outside Construction Date may be extended on a day-for-day basis for any period during which construction or operation of the Project, or the exercise of any other Lease Rights or Easement Rights, is delayed or suspended because of the occurrence of a Regulatory Suspension or Force Majeure; provided, however, that no such extension shall excuse Lessee’s obligations to make any payment to Owner required by this Agreement. The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure event, provided that: (i) the non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, but in no event later than 30 days thereafter, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; (iii) the non-performing Party uses good faith and commercially reasonable efforts to remedy its inability to perform; and (iv) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, each Party shall give prompt written notification thereof to the other Party.
- (f) Termination by Lessee / Reduction in Size of the Leased Premises. Provided Lessee is not in default under any term of this Agreement beyond any applicable notice and cure period, Lessee, at its option, shall have the right to terminate this Agreement at any time during the Lease and Easement Term, as to all or any part of the Lessee Property, which termination shall be effective upon providing written notice of such termination to Owner. If Lessee’s notice is a full termination of this Agreement as to all of Lessee Property, the Parties shall be relieved of all further duties and obligations under this Agreement, except for (i) payment of any accrued and unpaid obligations owed by either Party as of the date of termination; (ii) removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any partial termination by Lessee, the Parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof so terminated by Lessee, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of this Agreement. The Parties agree to execute an amendment to this Agreement evidencing such partial termination upon the request of Lessee.

5. Payments. Lessee agrees to pay Owner the amounts set forth in Exhibit C as consideration for the Lease, Easements, Lessee’s other rights and interests in the Leased Premises and the Transmission Easement Area and Lessee’s rights set forth in Sections 3(a) and 3(b) of this Agreement with respect to the Owner’s Adjacent Property.

6. **Improvements.**

- (a) **Rights of Lessee.** Lessee shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, repair, replace, relocate, and remove all facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials, and property of every kind and character necessary or desirable in the reasonable opinion of Lessee for the construction and operation of portions of the Project on the Leased Premises and the Transmission Easement Area, including the Solar Panels, Collection Facilities, Substations, Weather Instruments, Storage Facilities, and Roadway Improvements, together with related appurtenances (collectively, the “Improvements”).
- (b) **Ownership of Improvements.** Except as otherwise provided in Section 9(f), all Improvements shall at all times remain the property of Lessee, and Owner shall have no right, title, or interest therein. All Improvements constructed or placed on the Leased Premises or the Transmission Easement Area by Lessee during the Term may be repaired, replaced, relocated, removed, added to, or expanded upon by Lessee at any time during the Term. Owner expressly waives any statutory lien or common law liens on the Improvements to which Owner might be entitled.
- (c) **Construction Liens.** Lessee shall not permit any liens arising out of Lessee’s use of Lessee Property under this Agreement to be filed against Owner’s interest in the Leased Premises or the Land. Lessee shall, within 60 days after it receives notice of the lien, provide a bond or other security that Owner may reasonably request, or remove such lien from the Leased Premises or the Land in the manner provided by applicable law.
- (d) **Location of Improvements.** The net acreage required from the Leased Premises for the Improvements for which the Lease and Easements are being granted (and the ultimate location of such Improvements) cannot be determined until the completion of Lessee’s inspection, testing, study, and surveying of the Leased Premises during the Development Term. Along with the Construction Notice, Lessee shall deliver to Owner a plan of development showing the contemplated locations of the Improvements and a calculation of the net acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as Exhibit D to this Agreement, and shall confer with Owner to minimize any interference with Owner’s use of any of Owner’s Adjacent Property or any of the Leased Premises that is not included in the Project; provided, Lessee shall have discretion as to the ultimate location of the Improvements. During the final development and construction of the Project, such locations may need to be amended in Lessee’s discretion. Further, following construction, the Improvements may need to be relocated or rerouted by Lessee, which Lessee may perform at any time during the Term of this Agreement, so long as the nature and extent of any such relocated or rerouted Improvements are not materially different and impose no materially greater burden on the Leased Premises than the original locations or routes, and so long as Lessee takes commercially reasonable efforts to minimize disruption or inconvenience to Owner. Within 10 days following the request of Lessee from time to time, Owner shall enter into an amendment of this Agreement and/or any recorded memorandum hereof in order to more particularly describe the Lessee Property.

- (e) **Removal of Improvements.** Upon full or partial termination of any of the Lease Rights or Easements, Lessee shall remove all Improvements and restore the area formerly occupied by the Improvements to substantially the same physical condition that existed immediately before the construction of the Improvements to the extent reasonably practicable (the “**Removal Obligations**”). At Owner’s request, all or any part of the Roadway Improvements may be left for use by Owner. Owner hereby grants Lessee all rights of access, including after full or partial termination of any of the Lease Rights or Easements, to fulfill the Removal Obligations. No later than the commencement of the Construction Term, Lessee shall post a bond or letter of credit with sufficient surety to pay for the cost of removal of the Improvements from Owner’s land and to restore Owner’s land to its pre-construction condition, net of the salvage value of the equipment to be removed, as determined by an independent equipment appraiser selected to the mutual satisfaction of Owner and Lessee; provided, however, that to the extent that any governmental authority requires a decommissioning or restoration bond, letter of credit, cash deposit, or other security to cover Lessee’s removal and restoration obligations under this Agreement, then Lessee shall comply with the requirements of such governmental authority. Lessee’s compliance with such governmental decommissioning and restoration requirements is agreed, and shall be deemed, by Owner to fulfill and replace all of Lessee’s obligations of this **Section 6(e)**.

7. **Ownership and Title Matters.** Owner warrants and represents to Lessee as follows:

- (a) **Authority.** Owner represents and warrants that it is the holder of fee simple title and is the sole owner of the Land and has the unrestricted right and authority to sign this Agreement and to grant Lessee the Lease and Easements and other rights granted in this Agreement. If Owner is an individual, Owner represents and warrants that either (i) Owner is unmarried or (ii) Owner’s spouse has joined in the execution of this Lease, or (iii) Owner is married but dealing in his/her sole and separate property. When signed by both parties, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.
- (b) **Other Agreements.** The Leased Premises and the Transmission Easement Area are not subject to any other agreements, options, rights of first refusal or other prior right of any party to purchase, lease or acquire easements in the Leased Premises or the Transmission Easement Area, or create any prior claim or right that would preclude or interfere with Lessee’s rights and interests under this Agreement and the Lease and Easements.
- (c) **Minerals.** Except to the extent disclosed by Owner to Lessee at the time of the execution of this Agreement by Owner, Owner owns all of the oil, gas and other minerals, and all rights thereto as on or under the Leased Premises and the Transmission Easement Area. Owner shall use its best efforts to help Lessee, if requested (at no out-of-pocket cost or expense to Owner), obtain from any mineral rights holder existing as of the date hereof (or any lessee or holder of a working interest, if applicable) (collectively, with any future holders of mineral rights, the “**Subsurface Rights Holder**”) a commercially reasonable surface use waiver, surface use accommodation agreement, non-disturbance agreement, or other similar instrument. During the Development Term and Construction Term, Owner shall not grant to any prospective Subsurface Rights Holder any right to use the surface of the Leased Premises or the Transmission Easement Area without the prior written consent of Lessee, not to be unreasonably withheld, conditioned, or delayed. During the

Production Term, Owner may grant to Subsurface Rights Holders the right to use the surface of the Leased Premises or the Transmission Easement Area (excluding any Lessee Property), provided that such use does not interfere with Lessee's rights hereunder as determined by Lessee in the exercise of its reasonable discretion. In no event shall Owner grant to any future Subsurface Rights Holder any right to use the Leased Premises or the Transmission Easement Area in a manner that could reasonably be expected to result in loss of subjacent support to the Project.

- (d) Owner Mortgage. Except as disclosed by Owner to Lessee in writing at the time of the execution of this Agreement by Owner, there are no mortgages encumbering the Leased Premises or the Transmission Easement Area ("Owner Mortgage").
- (e) Notice and Opportunity to Cure. If there is an Owner Mortgage that encumbers the Leased Premises and/or the Transmission Easement Area and Owner receives from the holder thereof ("Owner Mortgage") any notice that payments are overdue, Owner shall notify Lessee and each Lessee Mortgagee by sending a copy of such overdue payment notice to Lessee by the earlier of (i) five days after receipt, or (ii) three business days prior to the date by which a default under or in respect of such Owner Mortgage could occur. If Lessee or any Lessee Mortgagee determines that it would be in Lessee's interest to make such payments to Owner Mortgagee on Owner's behalf, whether as a result of receiving such notice or otherwise, Lessee shall have the right to make such payments and to credit the payments so made against the Annual Installment Payments until Lessee is fully reimbursed.
- (f) Subordination, Non-disturbance, and Attornment Agreement. If there is an Owner Mortgage that encumbers the Leased Premises and/or the Transmission Easement Area, Owner shall cooperate with Lessee to obtain a Subordination, Non-disturbance and Attornment Agreement ("SNDA") in the form prepared and provided by Lessee, from each Owner Mortgagee, pursuant to which such Owner Mortgagee agrees, among other things, not to disturb Lessee's possession and use of the Leased Premises or the Transmission Easement Area. Lessee shall, at its sole cost and expense, record each such SNDA in the Official Records. If Owner fails to deliver a SNDA from each Owner Mortgagee, Lessee may, at its sole option, either (i) terminate this Agreement immediately upon written notice to Owner, or (ii) take such action as Lessee deems reasonably necessary to effect the rights granted to Lessee hereunder (including, without limitation, paying off Owner's Mortgage in whole or in part), and off-set all amounts expended in such efforts against the Annual Installment Payments and any other amounts due or that may become due hereunder or in respect hereof.

8. **Representations and Warranties of Owner**. Owner hereby makes the following further representations and warranties:

- (a) Physical Condition. Owner has no knowledge of any existing physical conditions of the Leased Premises or the Transmission Easement Area which would prevent, significantly restrict, or make more expensive Lessee's development of the Leased Premises or the Transmission Easement Area for the purposes specified in this Agreement, or that could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

- (b) Legal Restrictions. Owner has no knowledge of any law, regulation, ordinance, or order of any local, state, or federal governmental authority that would prohibit or significantly restrict Lessee's development of the Leased Premises or the Transmission Easement Area pursuant to this Agreement. This Agreement does not violate any contract, agreement, instrument, judgment, or order to which Owner is a party or that affects the Leased Premises or the Transmission Easement Area. To the best of Owner's knowledge, the Leased Premises and the Transmission Easement Area are currently in full and complete compliance with all governmental laws, ordinances, orders, rules, and regulations applicable thereto.
- (c) No Litigation. No litigation is pending, and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Leased Premises or the Transmission Easement Area. If Owner learns of any litigation or administrative action proposed, threatened or instituted with respect to the Leased Premises and/or the Transmission Easement Area, Owner shall give Lessee notice within 30 days thereof.

9. **Use, Operation, and Maintenance**.

- (a) Exclusive Use by Lessee. Lessee shall have the exclusive right (i) to use and possess the Leased Premises in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to investigate, inspect, survey, and conduct tests of the Leased Premises and the Transmission Easement Area, including meteorological, environmental, archeological, and geotechnical tests and studies; (iii) to use and convert all of the sunlight resources on the Leased Premises and the Transmission Easement Area; and (iv) to undertake such other activities on the Leased Premises that may be related to the Project, including the storage of Solar Panels, materials, and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.
- (b) No Required Installation or Operation. Nothing in this Agreement shall be interpreted as imposing on Lessee any obligation to install Solar Panels or other Improvements on the Leased Premises, or to construct, install, or operate the Project on the Leased Premises. Lessee shall have the sole discretion to determine if and when any Solar Panels and other Improvements may be constructed on the Leased Premises, and if and when to commence the construction or operation of the Project on the Leased Premises.
- (c) Permits and Approvals. Lessee shall be responsible, at its sole cost and expense, for obtaining any governmental permits and approvals necessary for the construction and operation of the Project and the construction and operation of the Improvements. Owner shall cooperate, at no out-of-pocket cost or expense to Owner, with Lessee as necessary to obtain any governmental or utility approvals or permits, including signing any applications for such approvals.
- (d) Compliance with Laws. Lessee shall comply in all material respects with laws applicable to its use of the Leased Premises, the Transmission Easement Area and Lessee Property. Lessee shall have the right, in its sole discretion and at its sole expense, in Lessee's name, to contest the validity or applicability to the Leased Premises, the Transmission Easement Area and Lessee Property of any law, ordinance, statute, order, regulation, property assessment, or the like made by any governmental

agency or entity. Lessee shall control any such contest and Owner shall cooperate with Lessee in every reasonable way in such contest at no out-of-pocket cost or expense to Owner.

- (e) Care and Appearance. Lessee, in its exercise of the lease, easement, and other rights granted hereunder, shall, at all times, maintain the Leased Premises and the Improvements in a reasonably neat, clean, and presentable condition. Lessee shall not willfully damage or destroy the Leased Premises and shall keep the Leased Premises clean and free of debris created by Lessee, its contractors, or others brought on to the Leased Premises by Lessee. Lessee shall not use the Leased Premises for storage, except for materials, construction equipment, and vehicles directly associated with construction or maintenance of the Improvements on the Leased Premises or on adjacent or neighboring properties that are part of the Project.
- (f) Fences and Gates. Lessee shall consult with Owner as to the location of all fences, gates, and cattle guards that it intends to construct on the Leased Premises outside of the Lessee Property; provided, that Lessee shall have sole discretion as to the ultimate location of any fences, gates, and cattle guards necessary to safeguard the Project. At Owner's request, Lessee shall repair or replace any of Owner's fences, gates, or cattle guards on Owner's Adjacent Property damaged or removed in connection with Lessee's activities on the Leased Premises or the Transmission Easement Area. Fences removed from the Leased Premises, if replaced, shall be re-built by Lessee at its expense in mutually agreeable locations. All fence repair and construction of Owner's fences, gates, or cattle guards shall be substantially similar to the construction of fences and cattle guards that exist on the Leased Premises as of the Effective Date. Once completed, all replacement fences, gates, and cattle guards shall be owned and maintained by Owner. Upon abandonment or termination of the rights granted to Lessee in this Agreement, any fences, gates, and cattle guards installed by Lessee shall remain and become the property of Owner. To minimize the need for temporary fencing, Owner will cooperate with Lessee to avoid pasturing animals on or near the Improvements during periods of construction, maintenance, or removal activity by Lessee. Owner will discuss with Lessee what temporary fencing is necessary during the periods of construction, maintenance, or removal activity by Lessee.
- (g) Roadway Maintenance and Repairs. Lessee agrees to maintain and repair all Roadway Improvements located on Lessee Property; provided, however, Owner shall repair any damage or perform any special maintenance of the Roadway Improvements caused by Owner or any Person using the Roadway Improvements with Owner's permission, other than Lessee, or if Owner fails to repair such damage or perform such special maintenance within 30 days following written notice from Lessee specifying the damage to be repaired or the special maintenance required then Owner shall reimburse Lessee for any costs and expenses incurred by Lessee to repair any such damage or perform any such special maintenance and if Owner so fails to reimburse Lessee, Lessee shall have the right to setoff such costs and expenses against such amounts as may become due and payable by Lessee hereunder.
- (h) Conservation Reserve Program. If Owner is a party to a Conservation Reserve Program contract ("CRP Contract") with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410, Owner shall provide Lessee with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Lessee shall reimburse Owner for the penalties and interest, if any (including for any

past payments received by Owner that must be repaid by Owner), assessed by the U.S. Department of Agriculture as a result of the construction of the Improvements on the Leased Premises and the Transmission Easement Area. Owner shall cooperate with Lessee in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Improvements on the Leased Premises and the Transmission Easement Area covered by a CRP Contract.

(i) Damage to Landowner's Property.

(i) Crop Damage; Cattle. The parties anticipate and acknowledge that, in the exercise of Lessee's construction rights granted under Section 2(b), Lessee may damage or destroy crops on the Leased Premises. If any of Owner's growing crops are materially damaged or destroyed as a result of such activities of Lessee during the Construction Term, then Lessee shall promptly pay to Owner an amount equal to the greater of (x) the actual out-of-pocket costs theretofore incurred by Owner in planting, irrigating, and fertilizing such growing crops in the applicable calendar year (excluding any and all capital expenditures, including, without limitation, the cost of cattle, farm equipment, or machinery), or (y) the fair market value of such growing crops in their condition prior to such damage, destruction, or removal as established by multiple peril crop insurance historic yields for the immediately preceding 10 years. In the event that any cattle owned by Owner are injured or die as a result of negligent acts or omissions of Lessee, its contractors or employees on the Owner's Adjacent Property, then Lessee shall pay to Owner an amount equal to the fair market value of such cattle within thirty (30) days following Lessee's receipt of reasonable evidence (i) that the death or injury was caused by the negligent acts or omissions of Lessee, its contractors or employees on the Owner's Adjacent Property, and (ii) of the fair market value of such cattle.

(ii) Drain Tile or Irrigation System Damage. Prior to the commencement of the Construction Term, Owner shall provide Lessee with information regarding the location of any tile lines or irrigation systems that may be located on the Leased Premises or the Transmission Easement Area, including GPS coordinates if available. Lessee, in the exercise of its construction rights granted under Section 2(b), will take commercially reasonable steps to avoid damaging any such tile lines or irrigation systems on the Leased Premises. Lessee agrees to repair, replace, and/or reroute underground tile lines damaged during construction of the Project. Upon reasonable notice, Owner shall be given the opportunity to inspect the repair, replacement, or rerouting of tile or irrigation systems prior to being covered with topsoil.

10. Taxes.

(a) Owner's Taxes. Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("Taxes") levied or assessed against the Land and all improvements thereon by governmental authorities, other than Lessee's Taxes referenced in Section 10(b) (Taxes, excepting Lessee's Taxes, "Owner's Taxes").

- (b) Lessee's Taxes. Subject to timely receipt from Owner and/or appropriate governmental agency of the relevant statement for Taxes pursuant to this Section 10(b), Lessee shall pay prior to delinquency any personal property Taxes on Improvements and/or any Taxes that were directly attributable to solar energy conversion equipment installed by Lessee and all increases (including any increases attributable to a change in the valuation from agricultural use) in the ad valorem property Taxes levied against the Leased Premises and/or the Transmission Easement Area that are assessed for the period from and after the date of this Agreement until the end of the Term hereof as a result of the installation of Lessee's Improvements and/or solar energy conversion equipment on the Leased Premises and/or the Transmission Easement Area ("Lessee's Taxes"). Lessee shall not be responsible for Taxes attributable to improvements installed by Owner or others on the Land or other Owner's Adjacent Property. Owner shall submit the annual statement for Taxes to Lessee within a reasonable time after the date Owner receives the statement from the taxing authority and in any event not less than 30 days prior to the date such Taxes are due and payable. In the event that Owner has been delinquent in payment of Owner's Taxes for a period of at least two years, Lessee may elect to have the statement for Taxes sent directly to Lessee. In such event, Lessee shall pay all Lessee's Taxes to the appropriate taxing authority prior to delinquency, and Owner shall pay to Lessee Owner's Taxes prior to delinquency (or Lessee may pay Owner's Taxes and offset such amount against the Annual Installment Payments). If Lessee receives such statement directly, Lessee shall submit a copy of the statement for Taxes to Owner within 30 days after the date Lessee receives the statement from the taxing authority. Any recapture liability associated with the change in use of the Leased Premises from agricultural use shall be paid by Lessee.
- (c) Failure to Pay. In the event either Party fails to pay their share of Taxes prior to delinquency, the other Party shall have the right to pay such Taxes and any accrued penalties or interest, which payments shall increase or be offset against other payments due under this Agreement.
- (d) Lessee's Right to Contest. Lessee may contest the legal validity or amount of any Lessee's Taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. With respect to any Lessee's Taxes which may constitute a lien on the Land, Lessee shall promptly pay such Taxes unless the proceeding in which it contests such Taxes shall operate to prevent or stay the collection of the Taxes so contested or unless Lessee removes any such lien by bonding or otherwise. Owner agrees to render to Lessee all reasonable assistance in contesting the validity or amount of any such Taxes, with the exception of Taxes levied by Owner, including joining in the signing of any reasonable protests or pleading which Lessee may deem advisable to file; provided, however, that Lessee shall reimburse Owner for its reasonable out-of-pocket expenses, including Attorneys' Fees, incurred in connection with providing such assistance.

11. **Mortgage of Lessee Property**.

- (a) Right to Mortgage. Lessee may, without requiring Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement and Lessee Property. These various security interests in all or a part of this Agreement and Lessee Property are collectively referred to as a "Lessee Mortgage" and holder of such security interest, a "Lessee

Mortgage". Any Lessee Mortgagee shall use Lessee Property only for the uses permitted under this Agreement. Whenever Lessee has granted a security interest under this Section 11, it will give Owner notice of the Lessee Mortgage (including the name and address of the Lessee Mortgagee for notice purposes) to Owner within 30 days; provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner to provide such Lessee Mortgage notice until the Lessee and its address is given to Owner.

- (b) Notice of Default and Opportunity to Cure. As a precondition to exercising any rights or remedies related to any alleged default by Lessee under this Agreement, Owner shall give written notice of the default to each Lessee Mortgagee at the same time it delivers notice of default to Lessee, specifying in detail the alleged event of default and the required remedy. Each Lessee Mortgagee or its designee shall have the right, but not the obligation, to cure any default as Lessee, and/or the right, but not the obligation, to remove any Improvements or other property owned by Lessee or such Lessee Mortgagee located on the Leased Premises and/or the Transmission Easement Area to the same extent as Lessee. The cure period for any Lessee Mortgagee shall be the later of (i) the end of the Lessee cure period under Section 16; (ii) 30 days after such Lessee Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 11(c). Failure by Owner to give a Lessee Mortgagee notice of default shall not diminish Owner's rights against Lessee, but shall preserve all rights of the Lessee Mortgagee or its designee to cure any default and to remove any Improvements or other property of Lessee or the Lessee Mortgagee located on the Leased Premises and/or the Transmission Easement Area.
- (c) Extended Cure Period. If any default by Lessee under this Agreement cannot be cured without the Lessee Mortgagee obtaining possession of all or part of Lessee Property, then any such default shall be deemed remedied if a Lessee Mortgagee: (i) within 60 days after receiving notice from Owner as set forth in Section 11(b), acquires possession of all or part of Lessee Property, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of Lessee Property performs all other obligations as and when the same are due in accordance with the terms of this Agreement (provided, however, that the Lessee Mortgagee will not be responsible to cure any outstanding defaults by Lessee that are not reasonably susceptible of cure). If a Lessee Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the 60-day period specified above for commencing proceedings shall be extended for the period of such prohibition.
- (d) Lessee Mortgagee Liability. Any Lessee Mortgagee whose interest in Lessee Property is held solely for security purposes, shall have no obligation or liability under this Agreement unless and until the Lessee Mortgagee succeeds to absolute title to Lessee Property and the rights of Lessee under this Agreement. Any Lessee Mortgagee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such absolute title.
- (e) Certificates. Within 20 days of Lessee's request as required in connection with any financing or refinancing of the Project or any proposed sale of the Project from time to time, Owner shall execute any estoppel certificates (certifying as to truthful matters, including that no default then exists under this Agreement, if such be the case),

consents to assignment and non-disturbance agreements as Lessee or any Mortgagee may reasonably request from time to time. Owner's failure to execute and return any requested estoppel certificate within such 20-day period shall be deemed confirmation by Owner of the truthfulness of the statements contain in such estoppel certificate. The Parties shall negotiate in good faith any amendment to this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Lessee Mortgagee to implement the provisions contained in this Agreement or to preserve a Lessee Mortgagee's security interest.

(f) Lessee Mortgagee's Right to Enforce Mortgage and Assign. Each Lessee Mortgagee shall have the right, in its sole discretion: (i) to assign its Lessee Mortgage; (ii) to enforce its lien and acquire title to all or any portion of Lessee Property by any lawful means; (iii) to take possession of and operate all or any portion of Lessee Property and to perform all obligations to be performed by Lessee under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of Lessee Property by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer all or any portion of the Lessee rights under this Agreement to a third party in accordance with Section 12. Any Lessee Mortgagee or other party who acquires Lessee's interest in all or a portion of Lessee Property pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Agreement.

(g) New Lease and Easement Agreement.

(i) If Lessee Property is foreclosed upon or there is an assignment in lieu of foreclosure, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, or if this Agreement terminates for any other reason, and, within 90 days after such event, Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Owner to cure any material defaults under this Agreement that are reasonably susceptible of cure, and for the payment of all Annual Installment Payments or other charges due and payable by Lessee as of the date of such event, then Owner shall execute and deliver to Lessee or such Lessee Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new lease and easement agreement ("New Agreement") which (A) shall be for a term equal to the remainder of the Term of this Agreement before giving effect to such rejection or termination; (B) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of this Agreement); and (C) shall include that portion of Lessee Property in which Lessee or such other Lessee Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination.

(ii) If more than one Lessee Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the Lessee Mortgagee requesting such New Agreement whose Lessee Mortgage is prior in time (unless the priority of such Lessee Mortgages is otherwise altered by any recorded instrument), and the written request of any other Lessee Mortgagee whose lien is subordinate shall be void and of no

further force or effect. The provisions of this Section 11 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 11 were a separate and independent contract made by Owner, Lessee and each Lessee Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such New Agreement, such Lessee Mortgagee or other purchaser at a foreclosure sale may use and enjoy Lessee Property without hindrance by Owner or any Person claiming by, through or under Owner; provided that all of the conditions for the New Agreement as set forth above are complied with.

- (h) Lessee Mortgagee's Consent to Amendment, Termination, or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as any Lessee Mortgage remains outstanding, this Agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation, or release of all or any part of Lessee Property from Lessee, prior to expiration of the Term of this Agreement, without the prior written consent of the Lessee Mortgagee holding such Lessee Mortgage. This provision is for the express benefit of and shall be enforceable by each Lessee Mortgagee as if it were a party named in this Agreement.

12. **Assignment and Sublease.** Lessee shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of this Agreement or the Lessee Property, on either an exclusive or a non-exclusive basis, or to grant sub-easements, co-easements, easements, licenses, or similar rights with respect to the Lessee Property (collectively, "Assignment"), to one or more Persons, which may include a Transmission Service Provider (each such Person, an "Assignee"). Each Assignee shall use the Lessee Property only for the uses permitted under this Agreement. When Lessee makes any Assignment under this Section 12, Lessee shall give written notice to Owner of such Assignment (including the interest conveyed by the Assignment and address of the Assignee for notice purposes) to Owner; provided, Lessee's failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such Assignment or conveyance until such notice is given. Owner shall notify Lessee promptly upon Owner's transfer of its fee title interest in and to the Owner's Adjacent Property, and Lessee shall be entitled to pay any amounts payable to hereunder to the prior title holder until such time as such notice is received. Owner shall not have the right to transfer its interest in and to this Agreement (including, without limitation, its right to receive payment hereunder) separate and apart from its fee interest in and to the Leased Premises and any such transfer or attempted transfer shall be void *ab initio*.

13. **Hazardous Materials; Environmental Laws.**

- (a) Owner's Representations and Warranties. Owner represents and warrants that, to the best of Owner's knowledge, the Leased Premises and the Transmission Easement Area are not and has not been in violation of any Environmental Laws, and Owner has not received any notice or other communication from any governmental authorities alleging that the Leased Premises or the Transmission Easement Area are in violation of any Environmental Laws. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Leased Premises or the Transmission Easement Area, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Leased Premises or the Transmission Easement Area. Owner warrants

that Owner has done nothing to contaminate Leased Premises or the Transmission Easement Area with Hazardous Materials or wastes.

- (b) Owner's Covenants. Owner shall not violate any Environmental Law in, on, or under the Leased Premises or the Transmission Easement Area.
- (c) Owner's Indemnity Regarding Hazardous Materials. Owner shall indemnify, defend, protect, and hold Lessee harmless from any Claims based on (i) any violation of Environmental Laws related to the Leased Premises or the Transmission Easement Area that exists as of the Effective Date, (ii) any violation by Owner or its employees, agents, or contractors of Environmental Laws, including the release of Hazardous Materials in, on, under, or about the Leased Premises and/or the Transmission Easement Area, that occurs after the Effective Date. The indemnity obligations set forth herein shall survive termination of this Agreement.
- (d) Lessee's Covenants. Lessee shall, at Lessee's sole cost and expense, promptly take removal or remedial action required by Environmental Law regarding any Hazardous Materials brought onto the Leased Premises or the Transmission Easement Area by Lessee or its employees, agents, or contractors. Owner shall cooperate with Lessee regarding any scheduling or access to the Leased Premises or the Transmission Easement Area in connection with any action required hereunder.
- (e) Lessee's Indemnity Regarding Hazardous Materials. Lessee shall indemnify, defend, protect, and hold Owner harmless from any Claims based on (i) the violation by Lessee or its employees, agents, or contractors of any Environmental Law, or (ii) the release of Hazardous Materials in, on, under, or about the Leased Premises or the Transmission Easement Area caused by Lessee or its employees, agents, or contractors. The indemnity obligations set forth herein shall survive termination of this Agreement.

14. **Insurance and Indemnity.**

- (a) Lessee Insurance. At all times during the Term, Lessee shall maintain in effect (i) Commercial General Liability Insurance, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and (ii) Umbrella Liability Insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate. Lessee may meet these minimum insurance requirements with any combination of primary, excess, or self-insurance. Upon a written request by Owner, Lessee shall name Owner as additional insured on such insurance policy and provide Owner with a certificate of such insurance or, if applicable, a letter of self-insurance.
- (b) Indemnity by Lessee. Lessee shall defend, indemnify, protect, and hold harmless Owner from and against all third party Claims that may be incurred, or that may be asserted against, Owner or the Leased Premises resulting from the negligence, willful misconduct, or breach of this Agreement by Lessee, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Owner, its agents, contractors or employees, invitees, licensees, or permittees.
- (c) Indemnity by Owner. Owner shall defend, indemnify, protect, and hold harmless Lessee from and against all third party Claims that may be incurred, or that may be

asserted against, Lessee or Lessee Property resulting from the negligence, willful misconduct, or breach of this Agreement by Owner, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Lessee, its agents, contractors or employees, invitees, licensees, or permittees.

- (d) Survival. The obligations of the Parties under this Section 14 shall survive expiration or other termination of this Agreement.

15. **Confidentiality**. This Agreement includes confidential and proprietary information relating to Lessee and the Project. Owner agrees not to provide copies of this Agreement or disclose the terms of this Agreement to any unauthorized Person. Lessee authorizes Owner to provide copies of this Agreement and disclose its terms to Owner's family (with "family" being deemed to include all devisees or descendants of owner by will or intestacy), attorney, accountant, financial advisor, and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Owner and for no other purpose, so long as such authorized Persons either (a) agree in writing to become subject to the confidentiality provisions hereto and not to provide copies of this Agreement or disclose the terms thereof to any unauthorized Person, or (b) are otherwise required to keep such matters confidential. Owner shall, and shall cause such authorized Persons to, return all material containing any confidential information to Lessee immediately upon its request. Owner shall, and shall cause such authorized Persons to, destroy immediately upon request by Lessee such analyses, compilation, studies, or other documents, and any oral information will continue to be subject to the terms of this Agreement. Owner agrees that Lessee will have no adequate remedy at law if any Person violates any of the terms of this Agreement. In such event Lessee will have the right, in addition to any other rights Lessee may have, to obtain injunctive relief to restrain any breach or threatened breach by third party or specific enforcement of such terms plus reimbursement of Attorneys' Fees. Except as contemplated by the memorandum of lease described in Section 19(b), neither Party shall publish, file for public record, reproduce, or otherwise disseminate this Agreement or any of the terms and provisions hereof to any party, other than such authorized Persons set forth above, without the prior written consent of Lessee, which consent may be withheld for any reason and in Lessee's sole discretion.

16. **Default and Remedies**.

- (a) Lessee Payment Default. If Lessee shall fail to pay any amounts due as set forth in Exhibit C, which failure continues for more than 30 days from receipt of written notice from Owner that such amount is due, then Lessee shall be in default ("Lessee Payment Default") and Owner shall have the following remedies:

- (i) Collection of Payments. With or without terminating this Agreement, Owner may file a lawsuit against Lessee to collect any unpaid amounts set forth in Exhibit C together with interest thereon that accrues during the continuance of the Lessee Payment Default, calculated at a rate ("Default Rate") equal to the lesser of (i) 10% per annum, or (ii) the maximum lawful rate.
- (ii) Terminate Agreement. Owner may not terminate this Agreement because of any Lessee Payment Default without first giving Lessee written notice of its intention to terminate this Agreement ("Termination Notice"), to be effective on a date to be specified by Owner that is at least 30 days after the date of the Termination Notice. If, by the date specified in the Termination Notice, Lessee fails to pay the amount required to cure the Lessee Payment

Default (including interest at the Default Rate that accrues during the continuance of the Lessee Payment Default), Owner's termination of this Agreement shall become effective on the date specified in the Termination Notice. Upon such termination, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination (including the amount owed by Lessee with respect to the Lessee Payment Default and interest payable with respect thereto); (ii) the removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Owner's right to terminate this Agreement pursuant to this Section 16(a)(ii) is subject to and conditioned upon Owner giving any Lessee Mortgagee written notice and opportunity to cure the Lessee Payment Default as provided in Section 11(b).

- (iii) Other Lessee Default. Subject to the cure rights of any Lessee Mortgagee under Section 11, Lessee shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement other than a Lessee Payment Default as set forth in Section 16(a) and shall not cure such default within 30 days after receiving notice thereof from Owner (or if such default cannot be cured through the exercise of reasonable diligence within such 30-day period, if Lessee fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) ("Other Lessee Default"). The occurrence of any Other Lessee Default may only result in a cause of action by Owner under applicable law and, other than as set forth in this Section 16(a), Owner hereby waives all other rights it may have, in law or in equity, to terminate this Agreement prior to the expiration of the Term. In the event of any such Other Lessee Default, Owner shall, at least 30 days prior to commencing any cause of action, give written notice of the cause of such Other Lessee Default to Lessee, and any Lessee Mortgagee (of which it has been notified in writing) concurrently, specifying in detail the alleged event of such Other Lessee Default and the required remedy. If Lessee does not cure or commence curing such Other Lessee Default within 30 days of receipt of notice, the Lessee Mortgagee or its designee shall have the absolute right, but not the obligation, to substitute itself for Lessee and perform the duties of Lessee hereunder for the purposes of curing such Other Lessee Default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Lessee Mortgagee or its designee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises and/or the Transmission Easement Area to complete such performance with all the rights, privileges and obligations of Lessee hereunder. Owner may cure any Other Lessee Default after Lessee's cure period has expired. If Owner at any time by reason of any Other Lessee Default, pays any sum or performs any act that requires the payment of any sum, the sum paid by Owner shall be due immediately from Lessee to Owner, together with interest on such sum calculated at the Default Rate.

- (b) Owner Default. Owner shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within 30 days after receiving notice thereof from Lessee (or if such default cannot be

cured through the exercise of reasonable diligence within such 30-day period, if Owner fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) (“Owner Default”). Upon the occurrence of an Owner Default, Lessee shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) the right, but not the obligation, to cure such Owner Default, and the cost expended or incurred by Lessee to cure same shall be offset against the next payment or payments due under this Agreement by Lessee to Owner; (ii) terminate this Agreement without being liable for prosecution or any claim of damages therefor; and (iii) pursue any and all other action or remedies that may be available to Lessee at law or in equity, including all loss or damage which Lessee may suffer by reason of a termination of this Agreement.

17. **Condemnation.**

- (a) **Complete Taking.** If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of Lessee Property, or all of the Improvements thereon, for any public use or otherwise, then the interests and obligations of Lessee under this Agreement in or affecting Lessee Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of Lessee Property or the Improvements thereon, (ii) the date that Lessee is, in its sole judgment, no longer able or permitted to operate the Project on Lessee Property in a commercially viable manner, or (iii) the date of the condemnation judgment. Lessee shall continue to pay all amounts payable hereunder to Owner until the earlier of such dates, at which time the Parties shall be relieved of any and all further obligations and conditions to each other under this Agreement. No termination of this Agreement shall occur by reason of the foregoing terms and all right, title, interest, and estate of Lessee in and to Lessee Property shall continue hereunder unless and until terminated by any such exercise of power of eminent domain.
- (b) **Partial Taking.** If, at any time during the term of this Agreement, any authority having the power of eminent domain shall condemn one or more, but not all, of the Solar Panels, or any portion of the Improvements or Lessee Property, then the interest and obligations of Lessee under this Agreement as to those Solar Panels or any portion of the Improvements or Lessee Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes possession of such Solar Panels or any portion of the Improvements or Lessee Property, (ii) the date that Lessee is, in its reasonable judgment, no longer able or permitted to operate the Project on Lessee Property, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment; and, unless this Agreement is terminated as hereinafter provided, this Agreement shall continue in full force and effect as to the remainder of the Solar Panels, Improvements and Lessee Property. If the remainder of the Solar Panels or any other portion of the Improvements or Lessee Property is or becomes insufficient or unsuitable for Lessee’s purposes hereunder, as determined by Lessee in its sole discretion, then, subject to the rights of any Lessee Mortgagee under Section 11, Lessee shall have the right to terminate this Agreement as to the portion of Lessee Property to which Lessee continues to hold the rights, at which time the Parties shall be relieved of any further obligations and duties to each other under this Agreement.
- (c) **Apportionment, Distribution of Award.** On any taking, all sums awarded, including damages and interest, shall be paid as follows:

- (i) Any portion of the award by the court on account of (A) the value of the leasehold estate under this Agreement for the remaining Term, assuming the exercise of each Extended Production Term, (B) the value of the Improvements, and (C) any cost or loss that Lessee may sustain in the removal and relocation of Lessee's Improvements, to Lessee;
- (ii) Any portion of the award by the court for Lessee's anticipated or lost revenues or profits, to Lessee;
- (iii) Any portion of the award by the court for Owner's lost revenues, to Owner; and
- (iv) All remaining amounts of the award, to Owner or Lessee consistent with applicable law;

provided that, in the event the award is not sufficient to cover items (i), (ii) and (iii) above in full, then the award or proceeds shall be apportioned between Owner and Lessee pro rata in accordance with the respective fair values thereof.

18. **Notice.** All notices, demands, or consents required under in this Agreement shall be given in writing, and may be given (a) by hand, in which case the notice shall be deemed effective when so delivered, (b) by certified United States Mail, postage pre-paid, in which case the notice shall be deemed to be effective on the third business day following deposit, (c) by delivery via a nationally recognized, overnight receipted courier service, in which case the notice shall be deemed to be effective on the next business day following delivery to such courier service, or (d) by e-mail transmission, in which case the notice shall be deemed effective on the date of such transmission, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in notice under this section):

Notice to Owner: _____

 Attn: _____
 e-mail: _____

Notice to Lessee: Leeward Renewable Energy Development, LLC
 6688 N. Central Expressway, Suite 500
 Dallas, Texas 75206
 Attn: Legal Department
 e-mail: legal@LeewardEnergy.com

19. **Miscellaneous Provisions.**

- (a) **Successors and Assigns.** The terms and provisions of this Agreement shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. In accordance with this Agreement, Lessee in its discretion may authorize other Persons to use Lessee Property for the purposes stated in this Agreement.

- (b) Memorandum. Simultaneously with the execution of this Agreement, the Parties shall execute and acknowledge a memorandum of solar lease and easement agreement to provide record notice of this Agreement, which shall be recorded by Lessee at Lessee's expense in the Official Records. At the termination of this Agreement by operation of time or for any other reason, Lessee shall execute, acknowledge, and record in the Official Records a full release of the memorandum so recorded, which shall terminate the memorandum of record.
- (c) Entire Agreement. This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.
- (d) Amendments. This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties and consented to by any Lessee Mortgagee. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.
- (e) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the then existing laws of the Commonwealth of Kentucky, and the state and federal courts situate in Kentucky shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement. The parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good-faith negotiation for a period of fifteen (15) days following delivery of written notice by one party to the other describing with reasonable particularity the nature of the dispute, including citations to the provisions of this Agreement that the party delivering such notice believes have been breached by the other party. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, within such time period, then the parties shall engage in a mediation process in which the parties shall engage a third-party neutral mediator unaffiliated with either party who shall, within thirty (30) days following his or her engagement, convene a meeting of the parties to hear presentations by each party regarding the dispute and work with the parties to attempt to resolve the dispute. Each party agrees to cooperate in good faith with such mediation and the parties shall share equally all costs of the mediation. If, despite such good faith efforts, the parties are unable to resolve such dispute within ninety (90) days following the engagement of the mediator, then each shall have all remedies available at law or in equity and as provided by this Agreement.
- (f) Waiver of Consequential Damages. NEITHER PARTY, NOR ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, OR EMPLOYEES, SHALL HAVE ANY LIABILITY FOR CLAIMS, SUITS, ACTIONS, OR CAUSES OF ACTION FOR INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT, MULTIPLE, OR CONSEQUENTIAL DAMAGES (INCLUDING CLAIMS FOR LOST PROFITS) CONNECTED WITH OR ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTION TAKEN OR NOT TAKEN IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, INCLUDING ANY SUCH DAMAGES THAT ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT

LIABILITY, STATUTE, OPERATION OF LAW, OR ANY OTHER THEORY OF LIABILITY, EXCEPT TO THE EXTENT INCLUDED IN THIRD PARTY CLAIMS COVERED BY THE INDEMNIFICATION PROVISIONS OF SECTION 13 AND SECTION 14 AND EXCEPT TO THE EXTENT ARISING OUT OF ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 15.

- (g) Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.
- (h) Tax Credits. If under applicable law Lessee becomes ineligible for any currently existing tax credit, benefit, or incentive for alternative energy expenditure established by any local, state, or federal government, then, at Lessee's option, the Parties shall negotiate in good faith to amend this Agreement or replace it with a different instrument so as to convert Lessee's interest in Lessee Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit, or incentive. Such amendment or instrument shall not impair any of Owner's rights or increase the burdens or obligations of Owner under this Agreement.
- (i) Approvals. Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld, conditioned, or delayed.
- (j) Authority. Each Party warrants that its respective signatory has the authority to execute this Agreement on behalf of such Party and that each such entity has executed this Agreement pursuant to its organizational documents or a resolution or consent of its Board of Directors or other governing body.
- (k) Time of Essence. Time is of the essence of each provision of this Agreement.
- (l) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.
- (m) Attorneys' Fees and Costs. In the event of any litigation arising between the Parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, paralegals' fees, expert fees, and court costs, plus the cost of collection, at all trial and appellate levels (collectively, "Attorneys' Fees"); provided, however, that any attorney's fees to the extent (and only to the extent) they exceed \$█ per hour (as such amount may be adjusted in accordance with the Consumer Price Index from and after the year 2020) shall not be reimbursed hereunder. This paragraph shall survive expiration or termination of this Agreement.
- (n) Brokerage. The Parties hereby each represent and warrant to the other that no broker or finder has been engaged in connection with this Agreement. In the event any claim for any brokerage commission or fee is asserted against Owner or Lessee in connection with this Agreement, the Party at fault shall indemnify, save harmless, and defend the other Party from and against such claim (including Attorneys' Fees). This section shall survive expiration or earlier termination of this Agreement.

- (o) Quiet Enjoyment. Subject to the terms of this Agreement, Lessee shall have the quiet use and enjoyment of the Lessee Property in accordance with the terms of this Agreement without any suit, claim, or interference of any kind by Owner or any other person or entity.
- (p) Further Assurances. Each Party agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as may be reasonably necessary to fully effectuate each and all of the purposes and intent of this Agreement. Without limiting the generality of the foregoing, within 10 days after receipt of a written request made from time to time by Lessee, Owner shall: (i) enter into any reasonable amendment hereto (A) to correct an error in this Agreement, (B) in the event that the title insurance commitment and/or survey of the Owner's Adjacent Property obtained by Lessee discloses any error in the legal description attached hereto, including without limitation a typographical error, a missing call or a failure to close, to amend such legal description (including by replacing said legal description with a revised description prepared or provided by Lessee's surveyor or title company), or (C) to cause this Agreement to comply with all applicable laws; provided that such amendment shall not materially limit Owner's rights hereunder or materially increase Owner's obligations hereunder; (ii) execute and deliver to Lessee an owner's affidavit, in form and substance reasonably acceptable to Owner, requested by any title company or attorney reviewing title to the Lessee Property; (iii) join with Lessee in the signing of any protest, petition, appeal, or pleading that Lessee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits, and/or approvals, in each case as Lessee may deem necessary or desirable for Lessee's development and use of the Lessee Property as contemplated by this Agreement; and (iv) if because of the nature of this Agreement, Lessee is unable to qualify for any tax credit or similar benefit associated with the Project installed by Lessee on the Lessee Property, amend this Agreement to assure that Lessee will receive such credits and benefits (but only if such amendment does not materially adversely affect Owner's rights or obligations hereunder); and Lessee agrees to pay Owner's reasonable out-of-pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this paragraph (p).

[Signature page follows]

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

Owner:

████████████████████

By: _____

████████████████████

By: _____

Lessee:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

Definitions

“Agreement” has the meaning set forth in the preamble.

“Annual Installment Payment” has the meaning set forth in Exhibit C.

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

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

“Attorneys’ Fees” has the meaning set forth in Section 19(m).

“Claims” means all liabilities, costs, expenses, obligations, losses, damages, and claims, including Attorneys’ Fees.

“Collection Facilities” means all Improvements whose purpose is to deliver electrical power generated by the Solar Panels to an electrical power grid or other system, transformers, overhead and underground electrical collection lines, telecommunication lines, splice boxes, and interconnection facilities, including the Project’s Substation, and such additional similar Improvements necessary to transmit electrical power to the point of interconnection with the Transmission Service Provider.

“Commercial Production” means deliveries to the electrical grid, and the sale in commercial quantities, of electrical energy generated by the Project.

“Construction Notice” has the meaning set forth in Section 4(a).

“Construction Notice Date” has the meaning set forth in Section 4(a).

“Construction Term” has the meaning set forth in Section 4(b).

“Default Rate” has the meaning set forth in Section 16(a)(i).

“Development Term” has the meaning set forth in Section 4(a).

“Easement Rights” has the meaning set forth in Section 3.

“Easements” has the meaning set forth in Section 3.

“Environmental Laws” means any federal, state, or local environmental health or safety law, statute, ordinance, rule, regulation, or requirement

“Effective Date” has the meaning set forth in the preamble.

“Extended Production Term” has the meaning set forth in Section 4(d).

“Force Majeure” means causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including acts of God, sink holes or subsidence, labor unrest (including slowdowns, picketing, boycotts, or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission or other lines, wires, or cables to the Project by Persons other than Lessee’s employees or contractors, epidemic, war, revolution, riot, civil

disturbance, sabotage, change in law or applicable regulation subsequent to the Effective Date, and action or inaction by any federal, state, or local legislative, executive, administrative judicial agency or body, which, in any of the foregoing cases, by the exercise of due diligence, it is unable to overcome.

“Hazardous Materials” means any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation.

“Improvements” has the meaning set forth in Section 6(a).

“Lease” has the meaning set forth in Section 2.

“Lease and Easement Term” means a subset of the Term comprised of the Development Term, the Construction Term, the Production Term, and any Extended Production Term, in each case if applicable.

“Lease Rights” has the meaning set forth in Section 2.

“Lessee” has the meaning set forth in the preamble.

“Lessee Mortgage” has the meaning set forth in Section 11(a).

“Lessee Mortgagee” has the meaning set forth in Section 11(a).

“Lessee Payment Default” has the meaning set forth in Section 16(a).

“Lessee Property” means, collectively, the Lease, Easements, and Improvements.

“Lessee’s Taxes” has the meaning set forth in Section 10(b).

“New Agreement” has the meaning set forth in Section 11(g).

“Non-Obstruction Easement” has the meaning set forth in Section 3.

“Official Records” means the official records of Hart County, Kentucky.

“Other Lessee Default” has the meaning set forth in Section 16(a)(iii).

“Outside Construction Date” means the date that is 18 months from the Construction Notice Date, subject to extension as set forth in Section 4(e).

“Owner” has the meaning set forth in the preamble.

“Owner Default” has the meaning set forth in Section 16(b).

“Owner Mortgage” has the meaning set forth in Section 7(d).

“Owner Mortgagee” has the meaning set forth in Section 7(e).

“Owner’s Adjacent Property” has the meaning set forth in Section 3(a)(i).

“Owner’s Taxes” has the meaning set forth in Section 10(a).

“Party” has the meaning set forth in the preamble.

“Person” means any individual, partnership, limited liability company, association, corporation, trust, or any other form of business or government entity.

“Production Term” has the meaning set forth in Section 4(c).

“Project” has the meaning set forth in the Recitals, which shall include Lessee Property.

“Regulatory Suspension” shall mean the enactment or application of any law, order, rule, or regulation of the Kentucky Public Service Commission, Federal Energy Regulatory Commission, or other local, state, or federal government authority having jurisdiction over the Project or Lessee, or the failure of any such governmental authority to issue an approval or permit pursuant to any such law, order, rule, or regulation, which results in the delay, interruption, or suspension of the production, sale or transmission of electricity from the Solar Panels.

“Removal Obligations” has the meaning set forth in Section 6(e).

“Roadway Improvements” means all improvements that may be necessary or desirable to construct, maintain, and repair any new and existing roadways and other means of ingress and egress over, across, and along the Leased Premises, including paving or surfacing of the roadways with asphalt, gravel, or other roadway materials, installation of road signs, and the construction and installation of culverts, bridges, drainage ditches, gates, cattle guards, and similar structures and facilities.

“Solar Panels” means any photovoltaic energy system designed for the generation of electrical power from the collection of sunlight, including the photovoltaic panels, foundations, support structures, braces, and related equipment.

“SNDA” has the meaning set forth in Section 7(f).

“Storage Facilities” means all improvements, equipment, batteries, switches, transformers, and other devices for storage of electrical energy, together with all structures, equipment, enclosures, fencing, security devices, and other ancillary facilities related thereto.

“Substation” means electrical lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, all structures, equipment, enclosures, fencing, security devices, and other electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the Project to make it suitable for transmission on, and to deliver it to, an electric power grid or other system.

“Taxes” has the meaning set forth in Section 10(a).

“Telecommunication Facilities” means all Improvements whose purpose is to provide telecommunication services relating to the Project or any of Lessee’s solar powered projects, including telephone, closed-circuit television, microwave, internet, computer data, and other telecommunication services.

“Term” means the Lease and Easement Term.

“Termination Notice” has the meaning set forth in Section 16(a)(ii).

“Transmission Service Provider” means the utility that owns or operates the equipment and facilities to transmit electric energy on the electric power grid or other system.

“Weather Instrument” means instruments used primarily to gather sunlight and meteorological data relating to the Project, and to transmit such data, including such instruments’ foundations, guy wires, sunlight and meteorological data acquisition equipment, power source, and any required data and electrical transmission lines.

EXHIBIT B

Legal Description of Leased Premises

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 shaded in yellow below

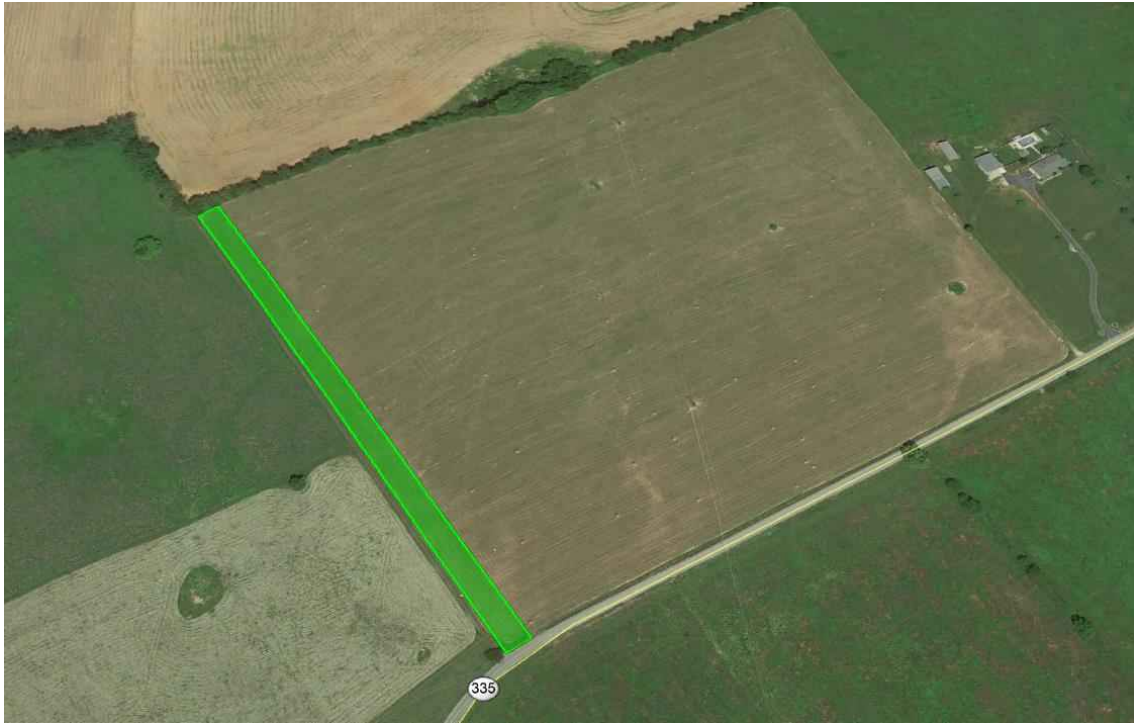


The final metes and bounds legal description of the Leased Premises will be determined by Lessee's ALTA survey.

EXHIBIT B-1

Legal Description of Transmission Easement Area

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 shaded in yellow below.



The final metes and bounds legal description of the Transmission Easement Area will be determined by Lessee's ALTA survey.

EXHIBIT C

Lease and Easement Compensation

1. Payment for Lease and Easements.

(a) During the Development Term, Lessee agrees to pay Owner the amounts set forth below, on or before the respective due dates, in each case based on the acreage determined by the calculation stated in Exhibit D (as it may be adjusted in accordance with Section 4(f) of this Agreement):

Amount	Due Date
	Within 60 days following Effective Date
	6-month Anniversary of Effective Date
	12-month Anniversary of Effective Date
	18-month Anniversary of Effective Date
	24-month Anniversary of Effective Date
	30-month Anniversary of Effective Date
	36-month Anniversary of Effective Date
	42-month Anniversary of Effective Date
	48-month Anniversary of Effective Date
	54-month Anniversary of Effective Date

In the event that Owner reasonably disputes the acreage calculation as determined in Exhibit D or as re-determined following Lessee’s exercise of its right to partially terminate this Agreement as to any part of the Leased Premises pursuant to Section 4.7 of this Agreement and Owner reasonably believes that the acreage amount determined by Lessee is in error by two or more acres, then Owner shall have the right to engage a surveyor to calculate the acreage then contained in the Leased Premises at Owner’s cost and expense and the parties shall cooperate in good faith to resolve any discrepancies that may be disclosed by Owner’s survey.

(b) During the Construction Term, Lessee agrees to pay Owner [REDACTED] (payable within 30 days following the Construction Notice Date), and thereafter [REDACTED] (payable within 30 days following the end of such month), in each case based on the acreage determined by the calculation stated in Exhibit D.

(c) During each year of the Production Term and the Extended Production Term, if applicable, Lessee shall pay to Owner [REDACTED], as consideration for the Lease and Easements (such annual amount, the “Annual Installment Payment”). “Applicable Acreage” shall mean the amount determined by the calculation stated in Exhibit D.

(d) The Annual Installment Payment for any partial year shall be prorated based on the number of days in the partial year included in the Term. If any part of the Improvements is removed before the end of the Term, future Annual Installment Payments due from Lessee to Owner for the Lease and Easements shall be reduced by the acreage attributable to the Improvements removed. If any part of the Improvements remains after the end of the Term, Lessee shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Lessee’s Removal Obligations are fulfilled. However, such payments shall not excuse Lessee from its Removal Obligations, nor extend the time for Lessee to comply with such Removal Obligations.

(e) For the avoidance of doubt, from and after Lessee's delivery of Exhibit D to this Agreement, the Applicable Acreage (as defined in this Exhibit C) shall be calculated by reference to the acreage set forth on Exhibit D.

(f) Lessee shall pay to Owner together with each Annual Installment Payment during the Production Term an annual payment in the amount of [REDACTED]. The prorated portion of such payment for the first partial year of the Production Term shall be made within 30 days following commencement of Commercial Production.

2. Timing of Payments. [REDACTED]

[REDACTED] For example, the Annual Installment Payment for the 2019 calendar year would be due on or before February 28, 2020. After Lessee delivers Exhibit D to Owner, any increase to the Annual Installment Payment shall be paid by Lessee within 30 days following delivery of Exhibit D, and any decrease to the Annual Installment Payment shall be credited against the next Annual Installment Payment due from Lessee to Owner.

3. Payment Allocation. All payments to Owner shall be made based on the following allocation:

Percentage	Payee
100%	[to Owner]
[]%	Name Address
[]%	Name Address
**%	<i>[replicate as necessary]</i>

Lessee shall not be required to pay any amounts to Owner or any designated payee until it receives a completed and signed Form W-9 from Owner or such payee.

HOLDING PAGE FOR EXHIBIT D

Preliminary Lease and Easement Improvement Plan and Acreage Calculation

[to be delivered by Lessee with Construction Notice]

Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, July 6, 2022 9:11 AM
To: [REDACTED]
Cc: Gresock, Lynn
Subject: Re: Field Work

[REDACTED],

I hope you had a pleasant Independence Day.

I wanted to let you know that we will have a team in the field this week for a few days, beginning tomorrow and will need to access the property. We will be performing a survey to image the subsurface by taking electrical measurements at the surface. This will not involve any significant disruption of the soil.

Alexa will be our liaison to the team and also will be conducting reconnaissance on foot. You can always reach out directly to me if you have questions but feel free to reply to this email if any questions arise as the field team begins work.

I'll be in town all week for the county fair. We are sponsoring the tractor pull on Saturday night and will have a table set up later in the week. Please stop in and say hi!

Thanks,

Rob Kalbouss | 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, April 15, 2021 12:45 PM
To: [REDACTED]
Subject: Solar Lease & Memo
Attachments: Solar Lease and Easement Agreement (KY)([REDACTED])-308483847-v4.docx; Memo of Solar Lease and Easement Agreement (KY) ([REDACTED])_USE_Active01_309017444_2.DOCX

[REDACTED],

I have attached copies of the lease agreement, as well as the memo that will record it at the courthouse. Please print these out single-sided, sign with a notary present to acknowledge. If it's convenient then please scan and email to me so I can get the countersignature and payments processed quickly. I have submitted [REDACTED] invoices for payment.

I very much appreciate the trust you've place in me and Leeward!

All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



SOLAR LEASE AND EASEMENT AGREEMENT

This **SOLAR LEASE AND EASEMENT AGREEMENT** (this “**[REDACTED]**” (“Owner”), and LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company (“Lessee”). Owner and Lessee are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Owner is the fee simple title owner of certain real property located in Hart County, Kentucky, being known as Hart County Assessor’s Parcel No. 056-00-00-040.00 (the “Land”), consisting of 208.79 acres, more or less;
- B. Lessee wishes to develop on a portion of the Land, consisting of approximately 130 acres, as more particularly described and depicted in Exhibit B (the “Leased Premises”), a solar power electrical generation and/or energy storage facility (with all related infrastructure as described herein, the “Project”), and, if it so elects, to construct, operate, and maintain the Project; and
- C. Lessee desires to lease from Owner, and to enjoy associated easements and rights of way over, all or a portion of Leased Premises, and Owner desires to grant to Lessee the lease and easements rights described in this Agreement.

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

AGREEMENT

1. Defined Terms; Construction.

- (a) Definitions. Except as otherwise explicitly provided herein, when used in this Agreement, capitalized terms shall have the meanings ascribed to them in Exhibit A, or in the applicable Section of this Agreement to which reference is made in Exhibit A.
- (b) Rules of Construction. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires (i) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting any gender shall include all genders as the context requires; (ii) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (iii) the terms “hereof,” “herein,” “hereunder,” “hereby,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iv) when a reference is made to a Section or Exhibit, such reference is to a Section or Exhibit of this Agreement unless otherwise specified; (v) the words “include,” “includes,” and “including” shall be deemed to be modified by the words “without limitation” or “including, but not limited to,” unless otherwise specified; (vi) the use of the word “or” is not intended to be exclusive unless expressly indicated otherwise or the context so requires; (vii) the word “shall” shall be construed to have the same meaning and effect

of the word “will”; (viii) a reference to any Party to this Agreement or a Person party to any other agreement or document shall include such Party’s or Person’s successors and permitted assigns; and (ix) a reference to any Law means such Law as amended, modified, codified, replaced, or reenacted, from time to time, and all rules and regulations promulgated thereunder.

2. **Grant of Lease**. Beginning on the Effective Date and for the Lease and Easement Term, Owner leases to Lessee, and Lessee leases from Owner, the Leased Premises in accordance with the terms and conditions of this Agreement (“Lease”). The Lease grants Lessee and its agents, contractors, and employees the right to use the Leased Premises for the following permitted uses (collectively, the “Lease Rights”):

- (a) **Development Rights**. Lessee and its employees, agents, and contractors shall have the right to enter upon the Leased Premises and the right of ingress and egress over and across the Leased Premises for the purposes of (i) surveying the Leased Premises, (ii) performing such other tests and studies as Lessee may desire in connection with development of the Project, including environmental, avian, and cultural resource assessments, and geotechnical, foundation, and soil tests; provided that such activities do not unreasonably interfere with Owner’s use of the Leased Premises, and (iii) installing, maintaining, operating, inspecting, and removing one or more Weather Instruments (including the fencing of said Weather Instruments) and performing all tests and studies associated therewith. During the Development Term, Owner shall not permit any individual or entity other than Lessee (or its employees, agents, and contractors) to install any Weather Instruments on the Land or grant to any other party the right to develop any solar generation or energy storage facility on the Land.
- (b) **Construction Right**. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove all or any part or component of the Improvements. Lessee may exercise its right to use all or any part of the Leased Premises when, as, and if Lessee deems it necessary or advisable to do so to perform the activities for which this right is granted, including staging areas and parking for Lessee’s employees, irrespective of whether such Improvements or staging areas are located, or are planned to be located, on the Leased Premises, subject to the provisions of Section 6(d) below.
- (c) **Access Right**. Lessee and its employees, agents, and contractors shall have unobstructed vehicular and pedestrian access and ingress to and egress from the Improvements, the Leased Premises, and any public roadways, and the right to construct, maintain, relocate, and utilize Roadway Improvements on the Leased Premises. Owner shall not permit others to obstruct or damage the roads or Roadway Improvements located on the Leased Premises or in any other way interfere with any rights granted in this Agreement. Lessee shall repair any damage done to Roadway Improvements that result from use by Lessee, its employees, agents, and contractors. Lessee shall maintain such roads in the condition necessary for use by Lessee’s equipment, and in the case of existing roads, in at least the condition that existed prior to Lessee’s use suitable for farm and ranch vehicles and equipment.
- (d) **Solar Panels Right**. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Solar Panels and the appurtenant Collection Facilities, together with associated roads and parking areas on the Leased Premises.

- (e) Collection Facilities Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Collection Facilities on and under the Leased Premises.
- (f) Substation Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove one or more Substations on the Leased Premises.
- (g) Telecommunication Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Telecommunication Facilities on and under the Leased Premises.
- (h) Weather Instrument Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove a Weather Instrument and the appurtenant Collection Facilities on the Leased Premises.

3. **Grant of Easements**. Beginning on the Effective Date and for the Lease and Easement Term, Owner grants to Lessee, and Lessee accepts from Owner, the following easements over and across the Leased Premises (and if applicable, Owner's Adjacent Property (as such term is defined below)) in accordance with the terms and conditions of this Agreement. The following easements are for the benefit of Lessee and Lessee's agents, contractors, and employees and are collectively referred to as the "Easements," and the associated rights, the "Easement Rights":

- (a) Sun Non-Obstruction Easement. Owner grants to Lessee, and Lessee accepts from Owner, an irrevocable, exclusive easement for the right and privilege to use, maintain, and capture the free and unobstructed sunlight over and across the Leased Premises ("Non-Obstruction Easement"). Owner shall not engage in any activity or construct or permit to be constructed any structure on the Leased Premises or any other neighboring property owned or controlled by Owner (including, without limitation, the Land, "Owner's Adjacent Property") that might interfere with the solar irradiance or insolation over any portion of the Leased Premises; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Lessee's operation of the Project or exercise of any rights granted in this Agreement, including, without limitation, by the emission of suspended particulate matter, smoke, fog, steam, or other airborne impediments to insolation (collectively "Interference"). Notwithstanding the foregoing, Owner shall be permitted to construct on Owner's Adjacent Property any structure that has a height (including antennas or other projections) no greater than one-half of the distance between such structure and the Leased Premises. The grant of this Non-Obstruction Easement expressly includes the right of Lessee to enforce Lessee's rights, including the physical removal of trees or structures (except trees and structures existing as of the Effective Date unless otherwise agreed in writing by Owner) located on the Leased Premises and Owner's Adjacent Property causing Interference to the Project contemplated by Lessee. Lessee shall provide reasonable notice to Owner prior to making any such removals and shall remove any trees in a manner that prevents any regrowth.
- (b) Effects Easement. Owner grants to Lessee, and Lessee accepts from Owner, an easement over the Leased Premises and Owner's Adjacent Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project.

- (c) Transmission and Access Easement. Owner grants to Lessee, and Lessee accepts from Owner, (a) a non-exclusive fifty (50) foot wide easement above, on, under, over, across and through that part of the Land depicted on Exhibit B-1 hereto (the “Transmission Easement Area”) in a location reasonably approved by Owner for the purposes of construction, maintenance, operation, removal, repair, and replacement of equipment for the transmission of electricity, including communication cables; electrical lines; trenches; wires; and appurtenant equipment (“Transmission Systems”); (b) a non-exclusive easement of access on, over, across and through the Transmission Easement Area for the purpose of ingress, egress and regress from and to the Transmission Systems and the Leased Premises; and (c) non-exclusive temporary work space easements not to exceed twenty-five (25) feet on either side of the Transmission Easement Area for the purpose of the construction, maintenance, removal, repair and replacement of the Transmission Systems from time to time.
- (d) Waiver of Setbacks. Subject to the other terms and conditions of this Agreement, Owner consents to Lessee’s installation and operation of Improvements at any location upon the Leased Premises and/or the Transmission Easement Area, including at or near the property lines. If any private agreement or restriction, or any law, rule, or ordinance of any governmental agency, imposes setback requirements or otherwise restricts the location of any component of the Improvements on the Leased Premises or the Transmission Easement Area or along or near property lines of the Leased Premises or the Transmission Easement Area, Owner shall (at no out-of-pocket cost or expense to Owner) cooperate with and assist Lessee in Lessee’s efforts to obtain waivers or variances from such requirements and shall execute all further documents evidencing Owner’s agreement to the elimination of such setback requirements.

4. Lease and Easement Term. The Lease and Easement Term shall commence on the Effective Date.

- (a) Development Term. The “Development Term” component of the Lease and Easement Term shall commence on the Effective Date and shall continue to until (i) Lessee gives notice to Owner that it is entering the Construction Term (the “Construction Notice”; the date of such notice, if any, the “Construction Notice Date”), or(ii) the fifth anniversary of the Effective Date, whichever occurs first. If Lessee fails to give the Construction Notice prior to the expiration of the Development Term, this Agreement, and all rights of Lessee hereunder, shall automatically terminate.
- (b) Construction Term. The “Construction Term” component of the Lease and Easement Term, if any, shall commence on the Construction Notice Date, and shall continue until the first to occur of (i) Commercial Production, and (ii) the Outside Construction Date.
- (c) Production Term. The “Production Term” component of the Lease and Easement Term, if any, shall commence on the first to occur of (i) the first date of Commercial Production, or (ii) the Outside Construction Date, and shall continue for 30 years thereafter. Lessee shall provide Owner with written notice of the commencement of the Production Term within thirty (30) days following the date of such commencement, but the failure to provide notice of such date shall not affect Lessee’s rights hereunder. For avoidance of doubt, a failure of the Project to achieve Commercial Production prior to the Outside Construction Date shall not be a default hereunder; rather, it shall only serve to inflect the term of this Agreement to the Production Term from the Construction Term.

- (d) Extended Production Terms. Lessee shall have the right to extend the Production Term for two consecutive terms of five years each in accordance with the terms and provisions of this Agreement (each, an “Extended Production Term”) by providing written notice to Owner of Lessee’s intent to so extend the Production Term by no later than 60 days prior to the end of the Production Term, or, if applicable, the initial Extended Production Term. Each Extended Production Term shall begin on the expiration date of the Production Term or the previous Extended Production Term, as applicable.
- (e) Delays During Lease and Easement Term. At Lessee’s option, any component of the Lease and Easement Term and the Outside Construction Date may be extended on a day-for-day basis for any period during which construction or operation of the Project, or the exercise of any other Lease Rights or Easement Rights, is delayed or suspended because of the occurrence of a Regulatory Suspension or Force Majeure; provided, however, that no such extension shall excuse Lessee’s obligations to make any payment to Owner required by this Agreement. The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure event, provided that: (i) the non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, but in no event later than 30 days thereafter, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; (iii) the non-performing Party uses good faith and commercially reasonable efforts to remedy its inability to perform; and (iv) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, each Party shall give prompt written notification thereof to the other Party.
- (f) Termination by Lessee / Reduction in Size of the Leased Premises. Provided Lessee is not in default under any term of this Agreement beyond any applicable notice and cure period, Lessee, at its option, shall have the right to terminate this Agreement at any time during the Lease and Easement Term, as to all or any part of the Lessee Property, which termination shall be effective upon providing written notice of such termination to Owner. If Lessee’s notice is a full termination of this Agreement as to all of Lessee Property, the Parties shall be relieved of all further duties and obligations under this Agreement, except for (i) payment of any accrued and unpaid obligations owed by either Party as of the date of termination; (ii) removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any partial termination by Lessee, the Parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof so terminated by Lessee, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of this Agreement. The Parties agree to execute an amendment to this Agreement evidencing such partial termination upon the request of Lessee.

5. Payments. Lessee agrees to pay Owner the amounts set forth in Exhibit C as consideration for the Lease, Easements, Lessee’s other rights and interests in the Leased Premises and the Transmission Easement Area and Lessee’s rights set forth in Sections 3(a) and 3(b) of this Agreement with respect to the Owner’s Adjacent Property.

6. **Improvements.**

- (a) **Rights of Lessee.** Lessee shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, repair, replace, relocate, and remove all facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials, and property of every kind and character necessary or desirable in the reasonable opinion of Lessee for the construction and operation of portions of the Project on the Leased Premises and the Transmission Easement Area, including the Solar Panels, Collection Facilities, Substations, Weather Instruments, Storage Facilities, and Roadway Improvements, together with related appurtenances (collectively, the “Improvements”).
- (b) **Ownership of Improvements.** Except as otherwise provided in Section 9(f), all Improvements shall at all times remain the property of Lessee, and Owner shall have no right, title, or interest therein. All Improvements constructed or placed on the Leased Premises or the Transmission Easement Area by Lessee during the Term may be repaired, replaced, relocated, removed, added to, or expanded upon by Lessee at any time during the Term. Owner expressly waives any statutory lien or common law liens on the Improvements to which Owner might be entitled.
- (c) **Construction Liens.** Lessee shall not permit any liens arising out of Lessee’s use of Lessee Property under this Agreement to be filed against Owner’s interest in the Leased Premises or the Land. Lessee shall, within 60 days after it receives notice of the lien, provide a bond or other security that Owner may reasonably request, or remove such lien from the Leased Premises or the Land in the manner provided by applicable law.
- (d) **Location of Improvements.** The net acreage required from the Leased Premises for the Improvements for which the Lease and Easements are being granted (and the ultimate location of such Improvements) cannot be determined until the completion of Lessee’s inspection, testing, study, and surveying of the Leased Premises during the Development Term. Along with the Construction Notice, Lessee shall deliver to Owner a plan of development showing the contemplated locations of the Improvements and a calculation of the net acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as Exhibit D to this Agreement, and shall confer with Owner to minimize any interference with Owner’s use of any of Owner’s Adjacent Property or any of the Leased Premises that is not included in the Project; provided, Lessee shall have discretion as to the ultimate location of the Improvements. During the final development and construction of the Project, such locations may need to be amended in Lessee’s discretion. Further, following construction, the Improvements may need to be relocated or rerouted by Lessee, which Lessee may perform at any time during the Term of this Agreement, so long as the nature and extent of any such relocated or rerouted Improvements are not materially different and impose no materially greater burden on the Leased Premises than the original locations or routes, and so long as Lessee takes commercially reasonable efforts to minimize disruption or inconvenience to Owner. Within 10 days following the request of Lessee from time to time, Owner shall enter into an amendment of this Agreement and/or any recorded memorandum hereof in order to more particularly describe the Lessee Property.

- (e) **Removal of Improvements.** Upon full or partial termination of any of the Lease Rights or Easements, Lessee shall remove all Improvements and restore the area formerly occupied by the Improvements to substantially the same physical condition that existed immediately before the construction of the Improvements to the extent reasonably practicable (the “**Removal Obligations**”). At Owner’s request, all or any part of the Roadway Improvements may be left for use by Owner. Owner hereby grants Lessee all rights of access, including after full or partial termination of any of the Lease Rights or Easements, to fulfill the Removal Obligations. No later than the commencement of the Construction Term, Lessee shall post a bond or letter of credit with sufficient surety to pay for the cost of removal of the Improvements from Owner’s land and to restore Owner’s land to its pre-construction condition, net of the salvage value of the equipment to be removed, as determined by an independent equipment appraiser selected to the mutual satisfaction of Owner and Lessee; provided, however, that to the extent that any governmental authority requires a decommissioning or restoration bond, letter of credit, cash deposit, or other security to cover Lessee’s removal and restoration obligations under this Agreement, then Lessee shall comply with the requirements of such governmental authority. Lessee’s compliance with such governmental decommissioning and restoration requirements is agreed, and shall be deemed, by Owner to fulfill and replace all of Lessee’s obligations of this **Section 6(e)**.

7. **Ownership and Title Matters.** Owner warrants and represents to Lessee as follows:

- (a) **Authority.** Owner represents and warrants that it is the holder of fee simple title and is the sole owner of the Land and has the unrestricted right and authority to sign this Agreement and to grant Lessee the Lease and Easements and other rights granted in this Agreement. If Owner is an individual, Owner represents and warrants that either (i) Owner is unmarried or (ii) Owner’s spouse has joined in the execution of this Lease, or (iii) Owner is married but dealing in his/her sole and separate property. When signed by both parties, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.
- (b) **Other Agreements.** The Leased Premises and the Transmission Easement Area are not subject to any other agreements, options, rights of first refusal or other prior right of any party to purchase, lease or acquire easements in the Leased Premises or the Transmission Easement Area, or create any prior claim or right that would preclude or interfere with Lessee’s rights and interests under this Agreement and the Lease and Easements.
- (c) **Minerals.** Except to the extent disclosed by Owner to Lessee at the time of the execution of this Agreement by Owner, Owner owns all of the oil, gas and other minerals, and all rights thereto as on or under the Leased Premises and the Transmission Easement Area. Owner shall use its best efforts to help Lessee, if requested (at no out-of-pocket cost or expense to Owner), obtain from any mineral rights holder existing as of the date hereof (or any lessee or holder of a working interest, if applicable) (collectively, with any future holders of mineral rights, the “**Subsurface Rights Holder**”) a commercially reasonable surface use waiver, surface use accommodation agreement, non-disturbance agreement, or other similar instrument. During the Development Term and Construction Term, Owner shall not grant to any prospective Subsurface Rights Holder any right to use the surface of the Leased Premises or the Transmission Easement Area without the prior written consent of Lessee, not to be unreasonably withheld, conditioned, or delayed. During the

Production Term, Owner may grant to Subsurface Rights Holders the right to use the surface of the Leased Premises or the Transmission Easement Area (excluding any Lessee Property), provided that such use does not interfere with Lessee's rights hereunder as determined by Lessee in the exercise of its reasonable discretion. In no event shall Owner grant to any future Subsurface Rights Holder any right to use the Leased Premises or the Transmission Easement Area in a manner that could reasonably be expected to result in loss of subjacent support to the Project.

- (d) Owner Mortgage. Except as disclosed by Owner to Lessee in writing at the time of the execution of this Agreement by Owner, there are no mortgages encumbering the Leased Premises or the Transmission Easement Area ("Owner Mortgage").
- (e) Notice and Opportunity to Cure. If there is an Owner Mortgage that encumbers the Leased Premises and/or the Transmission Easement Area and Owner receives from the holder thereof ("Owner Mortgage") any notice that payments are overdue, Owner shall notify Lessee and each Lessee Mortgagee by sending a copy of such overdue payment notice to Lessee by the earlier of (i) five days after receipt, or (ii) three business days prior to the date by which a default under or in respect of such Owner Mortgage could occur. If Lessee or any Lessee Mortgagee determines that it would be in Lessee's interest to make such payments to Owner Mortgagee on Owner's behalf, whether as a result of receiving such notice or otherwise, Lessee shall have the right to make such payments and to credit the payments so made against the Annual Installment Payments until Lessee is fully reimbursed.
- (f) Subordination, Non-disturbance, and Attornment Agreement. If there is an Owner Mortgage that encumbers the Leased Premises and/or the Transmission Easement Area, Owner shall cooperate with Lessee to obtain a Subordination, Non-disturbance and Attornment Agreement ("SNDA") in the form prepared and provided by Lessee, from each Owner Mortgagee, pursuant to which such Owner Mortgagee agrees, among other things, not to disturb Lessee's possession and use of the Leased Premises or the Transmission Easement Area. Lessee shall, at its sole cost and expense, record each such SNDA in the Official Records. If Owner fails to deliver a SNDA from each Owner Mortgagee, Lessee may, at its sole option, either (i) terminate this Agreement immediately upon written notice to Owner, or (ii) take such action as Lessee deems reasonably necessary to effect the rights granted to Lessee hereunder (including, without limitation, paying off Owner's Mortgage in whole or in part), and off-set all amounts expended in such efforts against the Annual Installment Payments and any other amounts due or that may become due hereunder or in respect hereof.

8. **Representations and Warranties of Owner**. Owner hereby makes the following further representations and warranties:

- (a) Physical Condition. Owner has no knowledge of any existing physical conditions of the Leased Premises or the Transmission Easement Area which would prevent, significantly restrict, or make more expensive Lessee's development of the Leased Premises or the Transmission Easement Area for the purposes specified in this Agreement, or that could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

- (b) Legal Restrictions. Owner has no knowledge of any law, regulation, ordinance, or order of any local, state, or federal governmental authority that would prohibit or significantly restrict Lessee's development of the Leased Premises or the Transmission Easement Area pursuant to this Agreement. This Agreement does not violate any contract, agreement, instrument, judgment, or order to which Owner is a party or that affects the Leased Premises or the Transmission Easement Area. To the best of Owner's knowledge, the Leased Premises and the Transmission Easement Area are currently in full and complete compliance with all governmental laws, ordinances, orders, rules, and regulations applicable thereto.
- (c) No Litigation. No litigation is pending, and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Leased Premises or the Transmission Easement Area. If Owner learns of any litigation or administrative action proposed, threatened or instituted with respect to the Leased Premises and/or the Transmission Easement Area, Owner shall give Lessee notice within 30 days thereof.

9. **Use, Operation, and Maintenance.**

- (a) Exclusive Use by Lessee. Lessee shall have the exclusive right (i) to use and possess the Leased Premises in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to investigate, inspect, survey, and conduct tests of the Leased Premises and the Transmission Easement Area, including meteorological, environmental, archeological, and geotechnical tests and studies; (iii) to use and convert all of the sunlight resources on the Leased Premises and the Transmission Easement Area; and (iv) to undertake such other activities on the Leased Premises that may be related to the Project, including the storage of Solar Panels, materials, and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.
- (b) No Required Installation or Operation. Nothing in this Agreement shall be interpreted as imposing on Lessee any obligation to install Solar Panels or other Improvements on the Leased Premises, or to construct, install, or operate the Project on the Leased Premises. Lessee shall have the sole discretion to determine if and when any Solar Panels and other Improvements may be constructed on the Leased Premises, and if and when to commence the construction or operation of the Project on the Leased Premises.
- (c) Permits and Approvals. Lessee shall be responsible, at its sole cost and expense, for obtaining any governmental permits and approvals necessary for the construction and operation of the Project and the construction and operation of the Improvements. Owner shall cooperate, at no out-of-pocket cost or expense to Owner, with Lessee as necessary to obtain any governmental or utility approvals or permits, including signing any applications for such approvals.
- (d) Compliance with Laws. Lessee shall comply in all material respects with laws applicable to its use of the Leased Premises, the Transmission Easement Area and Lessee Property. Lessee shall have the right, in its sole discretion and at its sole expense, in Lessee's name, to contest the validity or applicability to the Leased Premises, the Transmission Easement Area and Lessee Property of any law, ordinance, statute, order, regulation, property assessment, or the like made by any governmental

agency or entity. Lessee shall control any such contest and Owner shall cooperate with Lessee in every reasonable way in such contest at no out-of-pocket cost or expense to Owner.

- (e) Care and Appearance. Lessee, in its exercise of the lease, easement, and other rights granted hereunder, shall, at all times, maintain the Leased Premises and the Improvements in a reasonably neat, clean, and presentable condition. Lessee shall not willfully damage or destroy the Leased Premises and shall keep the Leased Premises clean and free of debris created by Lessee, its contractors, or others brought on to the Leased Premises by Lessee. Lessee shall not use the Leased Premises for storage, except for materials, construction equipment, and vehicles directly associated with construction or maintenance of the Improvements on the Leased Premises or on adjacent or neighboring properties that are part of the Project.
- (f) Fences and Gates. Lessee shall consult with Owner as to the location of all fences, gates, and cattle guards that it intends to construct on the Leased Premises outside of the Lessee Property; provided, that Lessee shall have sole discretion as to the ultimate location of any fences, gates, and cattle guards necessary to safeguard the Project. At Owner's request, Lessee shall repair or replace any of Owner's fences, gates, or cattle guards on Owner's Adjacent Property damaged or removed in connection with Lessee's activities on the Leased Premises or the Transmission Easement Area. Fences removed from the Leased Premises, if replaced, shall be re-built by Lessee at its expense in mutually agreeable locations. All fence repair and construction of Owner's fences, gates, or cattle guards shall be substantially similar to the construction of fences and cattle guards that exist on the Leased Premises as of the Effective Date. Once completed, all replacement fences, gates, and cattle guards shall be owned and maintained by Owner. Upon abandonment or termination of the rights granted to Lessee in this Agreement, any fences, gates, and cattle guards installed by Lessee shall remain and become the property of Owner. To minimize the need for temporary fencing, Owner will cooperate with Lessee to avoid pasturing animals on or near the Improvements during periods of construction, maintenance, or removal activity by Lessee. Owner will discuss with Lessee what temporary fencing is necessary during the periods of construction, maintenance, or removal activity by Lessee.
- (g) Roadway Maintenance and Repairs. Lessee agrees to maintain and repair all Roadway Improvements located on Lessee Property; provided, however, Owner shall repair any damage or perform any special maintenance of the Roadway Improvements caused by Owner or any Person using the Roadway Improvements with Owner's permission, other than Lessee, or if Owner fails to repair such damage or perform such special maintenance within 30 days following written notice from Lessee specifying the damage to be repaired or the special maintenance required then Owner shall reimburse Lessee for any costs and expenses incurred by Lessee to repair any such damage or perform any such special maintenance and if Owner so fails to reimburse Lessee, Lessee shall have the right to setoff such costs and expenses against such amounts as may become due and payable by Lessee hereunder.
- (h) Conservation Reserve Program. If Owner is a party to a Conservation Reserve Program contract ("CRP Contract") with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410, Owner shall provide Lessee with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Lessee shall reimburse Owner for the penalties and interest, if any (including for any

past payments received by Owner that must be repaid by Owner), assessed by the U.S. Department of Agriculture as a result of the construction of the Improvements on the Leased Premises and the Transmission Easement Area. Owner shall cooperate with Lessee in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Improvements on the Leased Premises and the Transmission Easement Area covered by a CRP Contract.

(i) Damage to Landowner's Property.

(i) Crop Damage; Cattle. The parties anticipate and acknowledge that, in the exercise of Lessee's construction rights granted under Section 2(b), Lessee may damage or destroy crops on the Leased Premises. If any of Owner's growing crops are materially damaged or destroyed as a result of such activities of Lessee during the Construction Term, then Lessee shall promptly pay to Owner an amount equal to the greater of (x) the actual out-of-pocket costs theretofore incurred by Owner in planting, irrigating, and fertilizing such growing crops in the applicable calendar year (excluding any and all capital expenditures, including, without limitation, the cost of cattle, farm equipment, or machinery), or (y) the fair market value of such growing crops in their condition prior to such damage, destruction, or removal as established by multiple peril crop insurance historic yields for the immediately preceding 10 years. In the event that any cattle owned by Owner are injured or die as a result of negligent acts or omissions of Lessee, its contractors or employees on the Owner's Adjacent Property, then Lessee shall pay to Owner an amount equal to the fair market value of such cattle within thirty (30) days following Lessee's receipt of reasonable evidence (i) that the death or injury was caused by the negligent acts or omissions of Lessee, its contractors or employees on the Owner's Adjacent Property, and (ii) of the fair market value of such cattle.

(ii) Drain Tile or Irrigation System Damage. Prior to the commencement of the Construction Term, Owner shall provide Lessee with information regarding the location of any tile lines or irrigation systems that may be located on the Leased Premises or the Transmission Easement Area, including GPS coordinates if available. Lessee, in the exercise of its construction rights granted under Section 2(b), will take commercially reasonable steps to avoid damaging any such tile lines or irrigation systems on the Leased Premises. Lessee agrees to repair, replace, and/or reroute underground tile lines damaged during construction of the Project. Upon reasonable notice, Owner shall be given the opportunity to inspect the repair, replacement, or rerouting of tile or irrigation systems prior to being covered with topsoil.

10. Taxes.

(a) Owner's Taxes. Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("Taxes") levied or assessed against the Land and all improvements thereon by governmental authorities, other than Lessee's Taxes referenced in Section 10(b) (Taxes, excepting Lessee's Taxes, "Owner's Taxes").

- (b) Lessee's Taxes. Subject to timely receipt from Owner and/or appropriate governmental agency of the relevant statement for Taxes pursuant to this Section 10(b), Lessee shall pay prior to delinquency any personal property Taxes on Improvements and/or any Taxes that were directly attributable to solar energy conversion equipment installed by Lessee and all increases (including any increases attributable to a change in the valuation from agricultural use) in the ad valorem property Taxes levied against the Leased Premises and/or the Transmission Easement Area that are assessed for the period from and after the date of this Agreement until the end of the Term hereof as a result of the installation of Lessee's Improvements and/or solar energy conversion equipment on the Leased Premises and/or the Transmission Easement Area ("Lessee's Taxes"). Lessee shall not be responsible for Taxes attributable to improvements installed by Owner or others on the Land or other Owner's Adjacent Property. Owner shall submit the annual statement for Taxes to Lessee within a reasonable time after the date Owner receives the statement from the taxing authority and in any event not less than 30 days prior to the date such Taxes are due and payable. In the event that Owner has been delinquent in payment of Owner's Taxes for a period of at least two years, Lessee may elect to have the statement for Taxes sent directly to Lessee. In such event, Lessee shall pay all Lessee's Taxes to the appropriate taxing authority prior to delinquency, and Owner shall pay to Lessee Owner's Taxes prior to delinquency (or Lessee may pay Owner's Taxes and offset such amount against the Annual Installment Payments). If Lessee receives such statement directly, Lessee shall submit a copy of the statement for Taxes to Owner within 30 days after the date Lessee receives the statement from the taxing authority. Any recapture liability associated with the change in use of the Leased Premises from agricultural use shall be paid by Lessee.
- (c) Failure to Pay. In the event either Party fails to pay their share of Taxes prior to delinquency, the other Party shall have the right to pay such Taxes and any accrued penalties or interest, which payments shall increase or be offset against other payments due under this Agreement.
- (d) Lessee's Right to Contest. Lessee may contest the legal validity or amount of any Lessee's Taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. With respect to any Lessee's Taxes which may constitute a lien on the Land, Lessee shall promptly pay such Taxes unless the proceeding in which it contests such Taxes shall operate to prevent or stay the collection of the Taxes so contested or unless Lessee removes any such lien by bonding or otherwise. Owner agrees to render to Lessee all reasonable assistance in contesting the validity or amount of any such Taxes, with the exception of Taxes levied by Owner, including joining in the signing of any reasonable protests or pleading which Lessee may deem advisable to file; provided, however, that Lessee shall reimburse Owner for its reasonable out-of-pocket expenses, including Attorneys' Fees, incurred in connection with providing such assistance.

11. **Mortgage of Lessee Property**.

- (a) Right to Mortgage. Lessee may, without requiring Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement and Lessee Property. These various security interests in all or a part of this Agreement and Lessee Property are collectively referred to as a "Lessee Mortgage" and holder of such security interest, a "Lessee

Mortgage". Any Lessee Mortgagee shall use Lessee Property only for the uses permitted under this Agreement. Whenever Lessee has granted a security interest under this Section 11, it will give Owner notice of the Lessee Mortgage (including the name and address of the Lessee Mortgagee for notice purposes) to Owner within 30 days; provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner to provide such Lessee Mortgage notice until the Lessee and its address is given to Owner.

- (b) Notice of Default and Opportunity to Cure. As a precondition to exercising any rights or remedies related to any alleged default by Lessee under this Agreement, Owner shall give written notice of the default to each Lessee Mortgagee at the same time it delivers notice of default to Lessee, specifying in detail the alleged event of default and the required remedy. Each Lessee Mortgagee or its designee shall have the right, but not the obligation, to cure any default as Lessee, and/or the right, but not the obligation, to remove any Improvements or other property owned by Lessee or such Lessee Mortgagee located on the Leased Premises and/or the Transmission Easement Area to the same extent as Lessee. The cure period for any Lessee Mortgagee shall be the later of (i) the end of the Lessee cure period under Section 16; (ii) 30 days after such Lessee Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 11(c). Failure by Owner to give a Lessee Mortgagee notice of default shall not diminish Owner's rights against Lessee, but shall preserve all rights of the Lessee Mortgagee or its designee to cure any default and to remove any Improvements or other property of Lessee or the Lessee Mortgagee located on the Leased Premises and/or the Transmission Easement Area.
- (c) Extended Cure Period. If any default by Lessee under this Agreement cannot be cured without the Lessee Mortgagee obtaining possession of all or part of Lessee Property, then any such default shall be deemed remedied if a Lessee Mortgagee: (i) within 60 days after receiving notice from Owner as set forth in Section 11(b), acquires possession of all or part of Lessee Property, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of Lessee Property performs all other obligations as and when the same are due in accordance with the terms of this Agreement (provided, however, that the Lessee Mortgagee will not be responsible to cure any outstanding defaults by Lessee that are not reasonably susceptible of cure). If a Lessee Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the 60-day period specified above for commencing proceedings shall be extended for the period of such prohibition.
- (d) Lessee Mortgagee Liability. Any Lessee Mortgagee whose interest in Lessee Property is held solely for security purposes, shall have no obligation or liability under this Agreement unless and until the Lessee Mortgagee succeeds to absolute title to Lessee Property and the rights of Lessee under this Agreement. Any Lessee Mortgagee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such absolute title.
- (e) Certificates. Within 20 days of Lessee's request as required in connection with any financing or refinancing of the Project or any proposed sale of the Project from time to time, Owner shall execute any estoppel certificates (certifying as to truthful matters, including that no default then exists under this Agreement, if such be the case),

consents to assignment and non-disturbance agreements as Lessee or any Mortgagee may reasonably request from time to time. Owner's failure to execute and return any requested estoppel certificate within such 20-day period shall be deemed confirmation by Owner of the truthfulness of the statements contain in such estoppel certificate. The Parties shall negotiate in good faith any amendment to this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Lessee Mortgagee to implement the provisions contained in this Agreement or to preserve a Lessee Mortgagee's security interest.

(f) Lessee Mortgagee's Right to Enforce Mortgage and Assign. Each Lessee Mortgagee shall have the right, in its sole discretion: (i) to assign its Lessee Mortgage; (ii) to enforce its lien and acquire title to all or any portion of Lessee Property by any lawful means; (iii) to take possession of and operate all or any portion of Lessee Property and to perform all obligations to be performed by Lessee under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of Lessee Property by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer all or any portion of the Lessee rights under this Agreement to a third party in accordance with Section 12. Any Lessee Mortgagee or other party who acquires Lessee's interest in all or a portion of Lessee Property pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Agreement.

(g) New Lease and Easement Agreement.

(i) If Lessee Property is foreclosed upon or there is an assignment in lieu of foreclosure, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, or if this Agreement terminates for any other reason, and, within 90 days after such event, Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Owner to cure any material defaults under this Agreement that are reasonably susceptible of cure, and for the payment of all Annual Installment Payments or other charges due and payable by Lessee as of the date of such event, then Owner shall execute and deliver to Lessee or such Lessee Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new lease and easement agreement ("New Agreement") which (A) shall be for a term equal to the remainder of the Term of this Agreement before giving effect to such rejection or termination; (B) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of this Agreement); and (C) shall include that portion of Lessee Property in which Lessee or such other Lessee Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination.

(ii) If more than one Lessee Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the Lessee Mortgagee requesting such New Agreement whose Lessee Mortgage is prior in time (unless the priority of such Lessee Mortgages is otherwise altered by any recorded instrument), and the written request of any other Lessee Mortgagee whose lien is subordinate shall be void and of no

further force or effect. The provisions of this Section 11 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 11 were a separate and independent contract made by Owner, Lessee and each Lessee Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such New Agreement, such Lessee Mortgagee or other purchaser at a foreclosure sale may use and enjoy Lessee Property without hindrance by Owner or any Person claiming by, through or under Owner; provided that all of the conditions for the New Agreement as set forth above are complied with.

- (h) Lessee Mortgagee's Consent to Amendment, Termination, or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as any Lessee Mortgage remains outstanding, this Agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation, or release of all or any part of Lessee Property from Lessee, prior to expiration of the Term of this Agreement, without the prior written consent of the Lessee Mortgagee holding such Lessee Mortgage. This provision is for the express benefit of and shall be enforceable by each Lessee Mortgagee as if it were a party named in this Agreement.

12. **Assignment and Sublease.** Lessee shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of this Agreement or the Lessee Property, on either an exclusive or a non-exclusive basis, or to grant sub-easements, co-easements, easements, licenses, or similar rights with respect to the Lessee Property (collectively, "Assignment"), to one or more Persons, which may include a Transmission Service Provider (each such Person, an "Assignee"). Each Assignee shall use the Lessee Property only for the uses permitted under this Agreement. When Lessee makes any Assignment under this Section 12, Lessee shall give written notice to Owner of such Assignment (including the interest conveyed by the Assignment and address of the Assignee for notice purposes) to Owner; provided, Lessee's failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such Assignment or conveyance until such notice is given. Owner shall notify Lessee promptly upon Owner's transfer of its fee title interest in and to the Owner's Adjacent Property, and Lessee shall be entitled to pay any amounts payable to hereunder to the prior title holder until such time as such notice is received. Owner shall not have the right to transfer its interest in and to this Agreement (including, without limitation, its right to receive payment hereunder) separate and apart from its fee interest in and to the Leased Premises and any such transfer or attempted transfer shall be void *ab initio*.

13. **Hazardous Materials; Environmental Laws.**

- (a) Owner's Representations and Warranties. Owner represents and warrants that, to the best of Owner's knowledge, the Leased Premises and the Transmission Easement Area are not and has not been in violation of any Environmental Laws, and Owner has not received any notice or other communication from any governmental authorities alleging that the Leased Premises or the Transmission Easement Area are in violation of any Environmental Laws. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Leased Premises or the Transmission Easement Area, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Leased Premises or the Transmission Easement Area. Owner warrants

that Owner has done nothing to contaminate Leased Premises or the Transmission Easement Area with Hazardous Materials or wastes.

- (b) Owner's Covenants. Owner shall not violate any Environmental Law in, on, or under the Leased Premises or the Transmission Easement Area.
- (c) Owner's Indemnity Regarding Hazardous Materials. Owner shall indemnify, defend, protect, and hold Lessee harmless from any Claims based on (i) any violation of Environmental Laws related to the Leased Premises or the Transmission Easement Area that exists as of the Effective Date, (ii) any violation by Owner or its employees, agents, or contractors of Environmental Laws, including the release of Hazardous Materials in, on, under, or about the Leased Premises and/or the Transmission Easement Area, that occurs after the Effective Date. The indemnity obligations set forth herein shall survive termination of this Agreement.
- (d) Lessee's Covenants. Lessee shall, at Lessee's sole cost and expense, promptly take removal or remedial action required by Environmental Law regarding any Hazardous Materials brought onto the Leased Premises or the Transmission Easement Area by Lessee or its employees, agents, or contractors. Owner shall cooperate with Lessee regarding any scheduling or access to the Leased Premises or the Transmission Easement Area in connection with any action required hereunder.
- (e) Lessee's Indemnity Regarding Hazardous Materials. Lessee shall indemnify, defend, protect, and hold Owner harmless from any Claims based on (i) the violation by Lessee or its employees, agents, or contractors of any Environmental Law, or (ii) the release of Hazardous Materials in, on, under, or about the Leased Premises or the Transmission Easement Area caused by Lessee or its employees, agents, or contractors. The indemnity obligations set forth herein shall survive termination of this Agreement.

14. **Insurance and Indemnity.**

- (a) Lessee Insurance. At all times during the Term, Lessee shall maintain in effect (i) Commercial General Liability Insurance, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and (ii) Umbrella Liability Insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate. Lessee may meet these minimum insurance requirements with any combination of primary, excess, or self-insurance. Upon a written request by Owner, Lessee shall name Owner as additional insured on such insurance policy and provide Owner with a certificate of such insurance or, if applicable, a letter of self-insurance.
- (b) Indemnity by Lessee. Lessee shall defend, indemnify, protect, and hold harmless Owner from and against all third party Claims that may be incurred, or that may be asserted against, Owner or the Leased Premises resulting from the negligence, willful misconduct, or breach of this Agreement by Lessee, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Owner, its agents, contractors or employees, invitees, licensees, or permittees.
- (c) Indemnity by Owner. Owner shall defend, indemnify, protect, and hold harmless Lessee from and against all third party Claims that may be incurred, or that may be

asserted against, Lessee or Lessee Property resulting from the negligence, willful misconduct, or breach of this Agreement by Owner, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Lessee, its agents, contractors or employees, invitees, licensees, or permittees.

- (d) Survival. The obligations of the Parties under this Section 14 shall survive expiration or other termination of this Agreement.

15. **Confidentiality**. This Agreement includes confidential and proprietary information relating to Lessee and the Project. Owner agrees not to provide copies of this Agreement or disclose the terms of this Agreement to any unauthorized Person. Lessee authorizes Owner to provide copies of this Agreement and disclose its terms to Owner's family (with "family" being deemed to include all devisees or descendants of owner by will or intestacy), attorney, accountant, financial advisor, and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Owner and for no other purpose, so long as such authorized Persons either (a) agree in writing to become subject to the confidentiality provisions hereto and not to provide copies of this Agreement or disclose the terms thereof to any unauthorized Person, or (b) are otherwise required to keep such matters confidential. Owner shall, and shall cause such authorized Persons to, return all material containing any confidential information to Lessee immediately upon its request. Owner shall, and shall cause such authorized Persons to, destroy immediately upon request by Lessee such analyses, compilation, studies, or other documents, and any oral information will continue to be subject to the terms of this Agreement. Owner agrees that Lessee will have no adequate remedy at law if any Person violates any of the terms of this Agreement. In such event Lessee will have the right, in addition to any other rights Lessee may have, to obtain injunctive relief to restrain any breach or threatened breach by third party or specific enforcement of such terms plus reimbursement of Attorneys' Fees. Except as contemplated by the memorandum of lease described in Section 19(b), neither Party shall publish, file for public record, reproduce, or otherwise disseminate this Agreement or any of the terms and provisions hereof to any party, other than such authorized Persons set forth above, without the prior written consent of Lessee, which consent may be withheld for any reason and in Lessee's sole discretion.

16. **Default and Remedies**.

- (a) Lessee Payment Default. If Lessee shall fail to pay any amounts due as set forth in Exhibit C, which failure continues for more than 30 days from receipt of written notice from Owner that such amount is due, then Lessee shall be in default ("Lessee Payment Default") and Owner shall have the following remedies:

- (i) Collection of Payments. With or without terminating this Agreement, Owner may file a lawsuit against Lessee to collect any unpaid amounts set forth in Exhibit C together with interest thereon that accrues during the continuance of the Lessee Payment Default, calculated at a rate ("Default Rate") equal to the lesser of (i) 10% per annum, or (ii) the maximum lawful rate.
- (ii) Terminate Agreement. Owner may not terminate this Agreement because of any Lessee Payment Default without first giving Lessee written notice of its intention to terminate this Agreement ("Termination Notice"), to be effective on a date to be specified by Owner that is at least 30 days after the date of the Termination Notice. If, by the date specified in the Termination Notice, Lessee fails to pay the amount required to cure the Lessee Payment

Default (including interest at the Default Rate that accrues during the continuance of the Lessee Payment Default), Owner's termination of this Agreement shall become effective on the date specified in the Termination Notice. Upon such termination, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination (including the amount owed by Lessee with respect to the Lessee Payment Default and interest payable with respect thereto); (ii) the removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Owner's right to terminate this Agreement pursuant to this Section 16(a)(ii) is subject to and conditioned upon Owner giving any Lessee Mortgagee written notice and opportunity to cure the Lessee Payment Default as provided in Section 11(b).

(iii) Other Lessee Default. Subject to the cure rights of any Lessee Mortgagee under Section 11, Lessee shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement other than a Lessee Payment Default as set forth in Section 16(a) and shall not cure such default within 30 days after receiving notice thereof from Owner (or if such default cannot be cured through the exercise of reasonable diligence within such 30-day period, if Lessee fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) ("Other Lessee Default"). The occurrence of any Other Lessee Default may only result in a cause of action by Owner under applicable law and, other than as set forth in this Section 16(a), Owner hereby waives all other rights it may have, in law or in equity, to terminate this Agreement prior to the expiration of the Term. In the event of any such Other Lessee Default, Owner shall, at least 30 days prior to commencing any cause of action, give written notice of the cause of such Other Lessee Default to Lessee, and any Lessee Mortgagee (of which it has been notified in writing) concurrently, specifying in detail the alleged event of such Other Lessee Default and the required remedy. If Lessee does not cure or commence curing such Other Lessee Default within 30 days of receipt of notice, the Lessee Mortgagee or its designee shall have the absolute right, but not the obligation, to substitute itself for Lessee and perform the duties of Lessee hereunder for the purposes of curing such Other Lessee Default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Lessee Mortgagee or its designee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises and/or the Transmission Easement Area to complete such performance with all the rights, privileges and obligations of Lessee hereunder. Owner may cure any Other Lessee Default after Lessee's cure period has expired. If Owner at any time by reason of any Other Lessee Default, pays any sum or performs any act that requires the payment of any sum, the sum paid by Owner shall be due immediately from Lessee to Owner, together with interest on such sum calculated at the Default Rate.

(b) Owner Default. Owner shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within 30 days after receiving notice thereof from Lessee (or if such default cannot be

cured through the exercise of reasonable diligence within such 30-day period, if Owner fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) (“Owner Default”). Upon the occurrence of an Owner Default, Lessee shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) the right, but not the obligation, to cure such Owner Default, and the cost expended or incurred by Lessee to cure same shall be offset against the next payment or payments due under this Agreement by Lessee to Owner; (ii) terminate this Agreement without being liable for prosecution or any claim of damages therefor; and (iii) pursue any and all other action or remedies that may be available to Lessee at law or in equity, including all loss or damage which Lessee may suffer by reason of a termination of this Agreement.

17. **Condemnation.**

- (a) Complete Taking. If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of Lessee Property, or all of the Improvements thereon, for any public use or otherwise, then the interests and obligations of Lessee under this Agreement in or affecting Lessee Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of Lessee Property or the Improvements thereon, (ii) the date that Lessee is, in its sole judgment, no longer able or permitted to operate the Project on Lessee Property in a commercially viable manner, or (iii) the date of the condemnation judgment. Lessee shall continue to pay all amounts payable hereunder to Owner until the earlier of such dates, at which time the Parties shall be relieved of any and all further obligations and conditions to each other under this Agreement. No termination of this Agreement shall occur by reason of the foregoing terms and all right, title, interest, and estate of Lessee in and to Lessee Property shall continue hereunder unless and until terminated by any such exercise of power of eminent domain.
- (b) Partial Taking. If, at any time during the term of this Agreement, any authority having the power of eminent domain shall condemn one or more, but not all, of the Solar Panels, or any portion of the Improvements or Lessee Property, then the interest and obligations of Lessee under this Agreement as to those Solar Panels or any portion of the Improvements or Lessee Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes possession of such Solar Panels or any portion of the Improvements or Lessee Property, (ii) the date that Lessee is, in its reasonable judgment, no longer able or permitted to operate the Project on Lessee Property, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment; and, unless this Agreement is terminated as hereinafter provided, this Agreement shall continue in full force and effect as to the remainder of the Solar Panels, Improvements and Lessee Property. If the remainder of the Solar Panels or any other portion of the Improvements or Lessee Property is or becomes insufficient or unsuitable for Lessee’s purposes hereunder, as determined by Lessee in its sole discretion, then, subject to the rights of any Lessee Mortgagee under Section 11, Lessee shall have the right to terminate this Agreement as to the portion of Lessee Property to which Lessee continues to hold the rights, at which time the Parties shall be relieved of any further obligations and duties to each other under this Agreement.
- (c) Apportionment, Distribution of Award. On any taking, all sums awarded, including damages and interest, shall be paid as follows:

- (i) Any portion of the award by the court on account of (A) the value of the leasehold estate under this Agreement for the remaining Term, assuming the exercise of each Extended Production Term, (B) the value of the Improvements, and (C) any cost or loss that Lessee may sustain in the removal and relocation of Lessee's Improvements, to Lessee;
- (ii) Any portion of the award by the court for Lessee's anticipated or lost revenues or profits, to Lessee;
- (iii) Any portion of the award by the court for Owner's lost revenues, to Owner; and
- (iv) All remaining amounts of the award, to Owner or Lessee consistent with applicable law;

provided that, in the event the award is not sufficient to cover items (i), (ii) and (iii) above in full, then the award or proceeds shall be apportioned between Owner and Lessee pro rata in accordance with the respective fair values thereof.

18. **Notice.** All notices, demands, or consents required under in this Agreement shall be given in writing, and may be given (a) by hand, in which case the notice shall be deemed effective when so delivered, (b) by certified United States Mail, postage pre-paid, in which case the notice shall be deemed to be effective on the third business day following deposit, (c) by delivery via a nationally recognized, overnight receipted courier service, in which case the notice shall be deemed to be effective on the next business day following delivery to such courier service, or (d) by e-mail transmission, in which case the notice shall be deemed effective on the date of such transmission, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in notice under this section):

Notice to Owner: _____

 Attn: _____
 e-mail: _____

Notice to Lessee: Leeward Renewable Energy Development, LLC
 6688 N. Central Expressway, Suite 500
 Dallas, Texas 75206
 Attn: Legal Department
 e-mail: legal@LeewardEnergy.com

19. **Miscellaneous Provisions.**

- (a) **Successors and Assigns.** The terms and provisions of this Agreement shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. In accordance with this Agreement, Lessee in its discretion may authorize other Persons to use Lessee Property for the purposes stated in this Agreement.

- (b) Memorandum. Simultaneously with the execution of this Agreement, the Parties shall execute and acknowledge a memorandum of solar lease and easement agreement to provide record notice of this Agreement, which shall be recorded by Lessee at Lessee's expense in the Official Records. At the termination of this Agreement by operation of time or for any other reason, Lessee shall execute, acknowledge, and record in the Official Records a full release of the memorandum so recorded, which shall terminate the memorandum of record.
- (c) Entire Agreement. This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.
- (d) Amendments. This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties and consented to by any Lessee Mortgagee. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.
- (e) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the then existing laws of the Commonwealth of Kentucky, and the state and federal courts situate in Kentucky shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement. The parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good-faith negotiation for a period of fifteen (15) days following delivery of written notice by one party to the other describing with reasonable particularity the nature of the dispute, including citations to the provisions of this Agreement that the party delivering such notice believes have been breached by the other party. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, within such time period, then the parties shall engage in a mediation process in which the parties shall engage a third-party neutral mediator unaffiliated with either party who shall, within thirty (30) days following his or her engagement, convene a meeting of the parties to hear presentations by each party regarding the dispute and work with the parties to attempt to resolve the dispute. Each party agrees to cooperate in good faith with such mediation and the parties shall share equally all costs of the mediation. If, despite such good faith efforts, the parties are unable to resolve such dispute within ninety (90) days following the engagement of the mediator, then each shall have all remedies available at law or in equity and as provided by this Agreement.
- (f) Waiver of Consequential Damages. NEITHER PARTY, NOR ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, OR EMPLOYEES, SHALL HAVE ANY LIABILITY FOR CLAIMS, SUITS, ACTIONS, OR CAUSES OF ACTION FOR INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT, MULTIPLE, OR CONSEQUENTIAL DAMAGES (INCLUDING CLAIMS FOR LOST PROFITS) CONNECTED WITH OR ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTION TAKEN OR NOT TAKEN IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, INCLUDING ANY SUCH DAMAGES THAT ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT

LIABILITY, STATUTE, OPERATION OF LAW, OR ANY OTHER THEORY OF LIABILITY, EXCEPT TO THE EXTENT INCLUDED IN THIRD PARTY CLAIMS COVERED BY THE INDEMNIFICATION PROVISIONS OF SECTION 13 AND SECTION 14 AND EXCEPT TO THE EXTENT ARISING OUT OF ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 15.

- (g) Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.
- (h) Tax Credits. If under applicable law Lessee becomes ineligible for any currently existing tax credit, benefit, or incentive for alternative energy expenditure established by any local, state, or federal government, then, at Lessee's option, the Parties shall negotiate in good faith to amend this Agreement or replace it with a different instrument so as to convert Lessee's interest in Lessee Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit, or incentive. Such amendment or instrument shall not impair any of Owner's rights or increase the burdens or obligations of Owner under this Agreement.
- (i) Approvals. Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld, conditioned, or delayed.
- (j) Authority. Each Party warrants that its respective signatory has the authority to execute this Agreement on behalf of such Party and that each such entity has executed this Agreement pursuant to its organizational documents or a resolution or consent of its Board of Directors or other governing body.
- (k) Time of Essence. Time is of the essence of each provision of this Agreement.
- (l) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.
- (m) Attorneys' Fees and Costs. In the event of any litigation arising between the Parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, paralegals' fees, expert fees, and court costs, plus the cost of collection, at all trial and appellate levels (collectively, "Attorneys' Fees"); provided, however, that any attorney's fees to the extent (and only to the extent) they exceed \$█ per hour (as such amount may be adjusted in accordance with the Consumer Price Index from and after the year 2020) shall not be reimbursed hereunder. This paragraph shall survive expiration or termination of this Agreement.
- (n) Brokerage. The Parties hereby each represent and warrant to the other that no broker or finder has been engaged in connection with this Agreement. In the event any claim for any brokerage commission or fee is asserted against Owner or Lessee in connection with this Agreement, the Party at fault shall indemnify, save harmless, and defend the other Party from and against such claim (including Attorneys' Fees). This section shall survive expiration or earlier termination of this Agreement.

- (o) Quiet Enjoyment. Subject to the terms of this Agreement, Lessee shall have the quiet use and enjoyment of the Lessee Property in accordance with the terms of this Agreement without any suit, claim, or interference of any kind by Owner or any other person or entity.
- (p) Further Assurances. Each Party agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as may be reasonably necessary to fully effectuate each and all of the purposes and intent of this Agreement. Without limiting the generality of the foregoing, within 10 days after receipt of a written request made from time to time by Lessee, Owner shall: (i) enter into any reasonable amendment hereto (A) to correct an error in this Agreement, (B) in the event that the title insurance commitment and/or survey of the Owner's Adjacent Property obtained by Lessee discloses any error in the legal description attached hereto, including without limitation a typographical error, a missing call or a failure to close, to amend such legal description (including by replacing said legal description with a revised description prepared or provided by Lessee's surveyor or title company), or (C) to cause this Agreement to comply with all applicable laws; provided that such amendment shall not materially limit Owner's rights hereunder or materially increase Owner's obligations hereunder; (ii) execute and deliver to Lessee an owner's affidavit, in form and substance reasonably acceptable to Owner, requested by any title company or attorney reviewing title to the Lessee Property; (iii) join with Lessee in the signing of any protest, petition, appeal, or pleading that Lessee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits, and/or approvals, in each case as Lessee may deem necessary or desirable for Lessee's development and use of the Lessee Property as contemplated by this Agreement; and (iv) if because of the nature of this Agreement, Lessee is unable to qualify for any tax credit or similar benefit associated with the Project installed by Lessee on the Lessee Property, amend this Agreement to assure that Lessee will receive such credits and benefits (but only if such amendment does not materially adversely affect Owner's rights or obligations hereunder); and Lessee agrees to pay Owner's reasonable out-of-pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this paragraph (p).

[Signature page follows]

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

Owner:

████████████████████

By: _____

████████████████████

By: _____

Lessee:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

Definitions

“Agreement” has the meaning set forth in the preamble.

“Annual Installment Payment” has the meaning set forth in Exhibit C.

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

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

“Attorneys’ Fees” has the meaning set forth in Section 19(m).

“Claims” means all liabilities, costs, expenses, obligations, losses, damages, and claims, including Attorneys’ Fees.

“Collection Facilities” means all Improvements whose purpose is to deliver electrical power generated by the Solar Panels to an electrical power grid or other system, transformers, overhead and underground electrical collection lines, telecommunication lines, splice boxes, and interconnection facilities, including the Project’s Substation, and such additional similar Improvements necessary to transmit electrical power to the point of interconnection with the Transmission Service Provider.

“Commercial Production” means deliveries to the electrical grid, and the sale in commercial quantities, of electrical energy generated by the Project.

“Construction Notice” has the meaning set forth in Section 4(a).

“Construction Notice Date” has the meaning set forth in Section 4(a).

“Construction Term” has the meaning set forth in Section 4(b).

“Default Rate” has the meaning set forth in Section 16(a)(i).

“Development Term” has the meaning set forth in Section 4(a).

“Easement Rights” has the meaning set forth in Section 3.

“Easements” has the meaning set forth in Section 3.

“Environmental Laws” means any federal, state, or local environmental health or safety law, statute, ordinance, rule, regulation, or requirement

“Effective Date” has the meaning set forth in the preamble.

“Extended Production Term” has the meaning set forth in Section 4(d).

“Force Majeure” means causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including acts of God, sink holes or subsidence, labor unrest (including slowdowns, picketing, boycotts, or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission or other lines, wires, or cables to the Project by Persons other than Lessee’s employees or contractors, epidemic, war, revolution, riot, civil

disturbance, sabotage, change in law or applicable regulation subsequent to the Effective Date, and action or inaction by any federal, state, or local legislative, executive, administrative judicial agency or body, which, in any of the foregoing cases, by the exercise of due diligence, it is unable to overcome.

“Hazardous Materials” means any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation.

“Improvements” has the meaning set forth in Section 6(a).

“Lease” has the meaning set forth in Section 2.

“Lease and Easement Term” means a subset of the Term comprised of the Development Term, the Construction Term, the Production Term, and any Extended Production Term, in each case if applicable.

“Lease Rights” has the meaning set forth in Section 2.

“Lessee” has the meaning set forth in the preamble.

“Lessee Mortgage” has the meaning set forth in Section 11(a).

“Lessee Mortgagee” has the meaning set forth in Section 11(a).

“Lessee Payment Default” has the meaning set forth in Section 16(a).

“Lessee Property” means, collectively, the Lease, Easements, and Improvements.

“Lessee’s Taxes” has the meaning set forth in Section 10(b).

“New Agreement” has the meaning set forth in Section 11(g).

“Non-Obstruction Easement” has the meaning set forth in Section 3.

“Official Records” means the official records of Hart County, Kentucky.

“Other Lessee Default” has the meaning set forth in Section 16(a)(iii).

“Outside Construction Date” means the date that is 18 months from the Construction Notice Date, subject to extension as set forth in Section 4(e).

“Owner” has the meaning set forth in the preamble.

“Owner Default” has the meaning set forth in Section 16(b).

“Owner Mortgage” has the meaning set forth in Section 7(d).

“Owner Mortgagee” has the meaning set forth in Section 7(e).

“Owner’s Adjacent Property” has the meaning set forth in Section 3(a)(i).

“Owner’s Taxes” has the meaning set forth in Section 10(a).

“Party” has the meaning set forth in the preamble.

“Person” means any individual, partnership, limited liability company, association, corporation, trust, or any other form of business or government entity.

“Production Term” has the meaning set forth in Section 4(c).

“Project” has the meaning set forth in the Recitals, which shall include Lessee Property.

“Regulatory Suspension” shall mean the enactment or application of any law, order, rule, or regulation of the Kentucky Public Service Commission, Federal Energy Regulatory Commission, or other local, state, or federal government authority having jurisdiction over the Project or Lessee, or the failure of any such governmental authority to issue an approval or permit pursuant to any such law, order, rule, or regulation, which results in the delay, interruption, or suspension of the production, sale or transmission of electricity from the Solar Panels.

“Removal Obligations” has the meaning set forth in Section 6(e).

“Roadway Improvements” means all improvements that may be necessary or desirable to construct, maintain, and repair any new and existing roadways and other means of ingress and egress over, across, and along the Leased Premises, including paving or surfacing of the roadways with asphalt, gravel, or other roadway materials, installation of road signs, and the construction and installation of culverts, bridges, drainage ditches, gates, cattle guards, and similar structures and facilities.

“Solar Panels” means any photovoltaic energy system designed for the generation of electrical power from the collection of sunlight, including the photovoltaic panels, foundations, support structures, braces, and related equipment.

“SNDA” has the meaning set forth in Section 7(f).

“Storage Facilities” means all improvements, equipment, batteries, switches, transformers, and other devices for storage of electrical energy, together with all structures, equipment, enclosures, fencing, security devices, and other ancillary facilities related thereto.

“Substation” means electrical lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, all structures, equipment, enclosures, fencing, security devices, and other electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the Project to make it suitable for transmission on, and to deliver it to, an electric power grid or other system.

“Taxes” has the meaning set forth in Section 10(a).

“Telecommunication Facilities” means all Improvements whose purpose is to provide telecommunication services relating to the Project or any of Lessee’s solar powered projects, including telephone, closed-circuit television, microwave, internet, computer data, and other telecommunication services.

“Term” means the Lease and Easement Term.

“Termination Notice” has the meaning set forth in Section 16(a)(ii).

“Transmission Service Provider” means the utility that owns or operates the equipment and facilities to transmit electric energy on the electric power grid or other system.

“Weather Instrument” means instruments used primarily to gather sunlight and meteorological data relating to the Project, and to transmit such data, including such instruments’ foundations, guy wires, sunlight and meteorological data acquisition equipment, power source, and any required data and electrical transmission lines.

EXHIBIT B

Legal Description of Leased Premises

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 shaded in yellow below

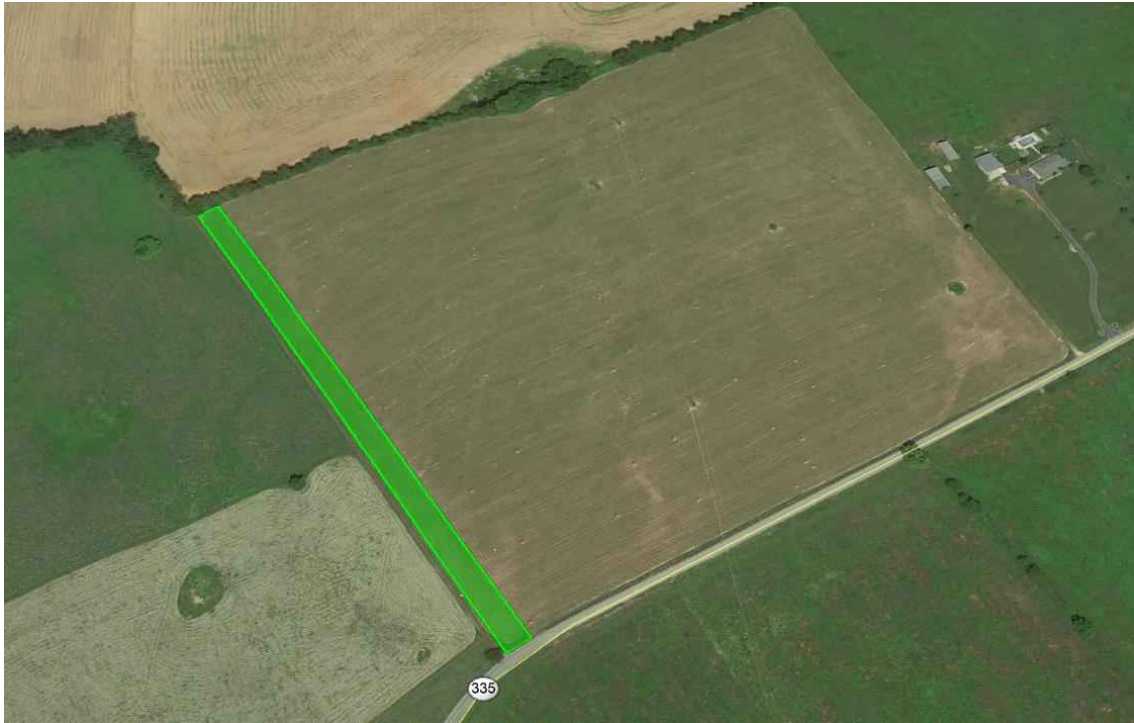


The final metes and bounds legal description of the Leased Premises will be determined by Lessee's ALTA survey.

EXHIBIT B-1

Legal Description of Transmission Easement Area

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 shaded in yellow below.



The final metes and bounds legal description of the Transmission Easement Area will be determined by Lessee's ALTA survey.

EXHIBIT C

Lease and Easement Compensation

1. Payment for Lease and Easements.

(a) During the Development Term, Lessee agrees to pay Owner the amounts set forth below, on or before the respective due dates, in each case based on the acreage determined by the calculation stated in Exhibit D (as it may be adjusted in accordance with Section 4(f) of this Agreement):

Amount	Due Date
	Within 60 days following Effective Date
	6-month Anniversary of Effective Date
	12-month Anniversary of Effective Date
	18-month Anniversary of Effective Date
	24-month Anniversary of Effective Date
	30-month Anniversary of Effective Date
	36-month Anniversary of Effective Date
	42-month Anniversary of Effective Date
	48-month Anniversary of Effective Date
	54-month Anniversary of Effective Date

In the event that Owner reasonably disputes the acreage calculation as determined in Exhibit D or as re-determined following Lessee’s exercise of its right to partially terminate this Agreement as to any part of the Leased Premises pursuant to Section 4.7 of this Agreement and Owner reasonably believes that the acreage amount determined by Lessee is in error by two or more acres, then Owner shall have the right to engage a surveyor to calculate the acreage then contained in the Leased Premises at Owner’s cost and expense and the parties shall cooperate in good faith to resolve any discrepancies that may be disclosed by Owner’s survey.

(b) During the Construction Term, Lessee agrees to pay Owner [REDACTED] (payable within 30 days following the Construction Notice Date), and thereafter [REDACTED] (payable within 30 days following the end of such month), in each case based on the acreage determined by the calculation stated in Exhibit D.

(c) During each year of the Production Term and the Extended Production Term, if applicable, Lessee shall pay to Owner [REDACTED], as consideration for the Lease and Easements (such annual amount, the “Annual Installment Payment”). “Applicable Acreage” shall mean the amount determined by the calculation stated in Exhibit D.

(d) The Annual Installment Payment for any partial year shall be prorated based on the number of days in the partial year included in the Term. If any part of the Improvements is removed before the end of the Term, future Annual Installment Payments due from Lessee to Owner for the Lease and Easements shall be reduced by the acreage attributable to the Improvements removed. If any part of the Improvements remains after the end of the Term, Lessee shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Lessee’s Removal Obligations are fulfilled. However, such payments shall not excuse Lessee from its Removal Obligations, nor extend the time for Lessee to comply with such Removal Obligations.

(e) For the avoidance of doubt, from and after Lessee's delivery of Exhibit D to this Agreement, the Applicable Acreage (as defined in this Exhibit C) shall be calculated by reference to the acreage set forth on Exhibit D.

(f) Lessee shall pay to Owner together with each Annual Installment Payment during the Production Term an annual payment in the amount of [REDACTED]. The prorated portion of such payment for the first partial year of the Production Term shall be made within 30 days following commencement of Commercial Production.

2. Timing of Payments. [REDACTED]

[REDACTED] For example, the Annual Installment Payment for the 2019 calendar year would be due on or before February 28, 2020. After Lessee delivers Exhibit D to Owner, any increase to the Annual Installment Payment shall be paid by Lessee within 30 days following delivery of Exhibit D, and any decrease to the Annual Installment Payment shall be credited against the next Annual Installment Payment due from Lessee to Owner.

3. Payment Allocation. All payments to Owner shall be made based on the following allocation:

Percentage	Payee
100%	[to Owner]
[]%	Name Address
[]%	Name Address
**%	<i>[replicate as necessary]</i>

Lessee shall not be required to pay any amounts to Owner or any designated payee until it receives a completed and signed Form W-9 from Owner or such payee.

HOLDING PAGE FOR EXHIBIT D

Preliminary Lease and Easement Improvement Plan and Acreage Calculation

[to be delivered by Lessee with Construction Notice]

MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT (this “Memorandum”) is dated as of the ____ day of _____ 2021, by and between [REDACTED] (collectively, “Owner”), and LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company (“Lessee”).

WITNESSETH:

WHEREAS, Owner and Lessee are parties to a Solar Lease and Easement Agreement dated as of _____, 2021 (the “Effective Date”) (as amended from time to time, the “Lease”) with respect to lands located in Hart County, Kentucky, being more fully described herein as the Owner’s Property and the Owner’s Adjacent Property; and

WHEREAS, Owner and Lessee have signed this Memorandum to evidence certain terms and conditions of the Lease.

NOW, THEREFORE, Owner and Lessee, intending to be legally bound hereby, set forth the following information with respect to the Lease:

1. The name of the Owner is DAVID D. SAMMONS AND BONNIE A. SAMMONS, HUSBAND AND WIFE
2. The name of the Lessee is LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company.
3. The addresses of the parties are:

Owner: [REDACTED]
[REDACTED]
[REDACTED]

Lessee: Leeward Renewable Energy Development, LLC
6688 N. Central Expressway, Suite 500
Dallas, Texas 75206
Attn: Legal Department

4. The date of the Lease is as of the Effective Date.

5. The Owner's Property (as defined in the Lease) is a parcel of land located in Hart County, Kentucky, as more fully described on Exhibit A (the "Premises").
6. The Owner's Adjacent Property (as defined in the Lease) is a parcel of land located in Hart County, Kentucky, as more fully described on Exhibit B (the "Adjacent Premises").
7. The Owner is the owner of the Premises by virtue of a _____ recorded in the Official Public Records of _____, Kentucky, on _____, in Volume _____, Page _____.
8. The Owner is the owner of the Adjacent Premises by virtue of a _____ recorded in the Official Public Records of _____, Kentucky, on _____, in Volume _____, Page _____.
9. The date of commencement of the Term of the Lease is the Effective Date.
10. The Term of the Lease expires thirty (30) years after the first to occur of: (i) the first date of Commercial Production, or (ii) the Outside Construction Date, unless sooner terminated or extended in accordance with the provisions of the Lease.
11. The Lease provides Lessee with the right to extend the Term for two consecutive terms of five (5) years each in accordance with the provisions of the Lease.
12. Information regarding the Lease may be obtained from either Owner or Lessee at its address noted in Section 3 above.
13. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein. This Memorandum has been entered into for the sole purpose of placing the Lease of record and shall not be deemed to amend, modify, supplement, or change any of the terms and conditions of the Lease in any respect whatsoever. To the extent of any conflict between this Memorandum and the Lease, the terms of the Lease shall govern and control. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, Owner and Lessee have executed this Memorandum as of the day and year first above written.

Owner:

By: _____
Name: [REDACTED]

By: _____
Name: [REDACTED]

ACKNOWLEDGMENT

STATE OF KENTUCKY)
) ss:
COUNTY OF _____)

On this the ____ day of _____, 2021, before me, the undersigned officer, a Notary Public, personally appeared [REDACTED], who each acknowledged that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, Owner and Lessee have executed this Memorandum as of the day and year first above written.

Lessee:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____) ss:

On this the ____ day of _____, 2021, before me, the undersigned officer, a Notary Public, personally appeared _____, who acknowledged himself/herself to be the _____ of LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

THIS INSTRUMENT PREPARED BY,

AND AFTER RECORDING, PLEASE RETURN TO:

Leeward Renewable Energy, LLC
6688 N. Central Expressway, Suite 500,
Dallas, TX 75206
Attn: Legal Department

Signature of Preparer: _____

Printed Name: _____

EXHIBIT A

Legal Description of the Premises

Being a portion of Hart County Assessor's Parcel No. 055-00-00-063.00 shaded in green below



[INSERT FULL LEGAL DESCRIPTION]

EXHIBIT B

Legal Description of the Adjacent Premises

[INSERT FULL LEGAL DESCRIPTION]

Orahood, Teresa

From: Rob Kalbouss
Sent: Monday, February 15, 2021 9:08 AM
To: [REDACTED]
Subject: Solar Lease
Attachments: Solar Lease and Easement Agreement (KY)(Gardner)-308483847-v4.docx; Change-Pro Redline - Solar Lease and Easement Agreement (KY)(Gardner)-308483847-v2 and Solar Lease and Easement Agreement (KY)(Gardner)-308483847-v4.docx

[REDACTED],
This should be good to go. I am ready to discuss when you are. I will wait to hear from you before moving forward with Taylor.

Thank you,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com 512.902.8837

leewardenergy.com



SOLAR LEASE AND EASEMENT AGREEMENT

This **SOLAR LEASE AND EASEMENT AGREEMENT** (this “Agreement”), dated and effective on February __, 2021 (the “Effective Date”), is made by and between [REDACTED] (“Owner”), and LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company (“Lessee”). Owner and Lessee are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Owner is the fee simple title owner of certain real property located in Hart County, Kentucky, being known as Hart County Assessor’s Parcel No. 056-00-00-040.00 (the “Land”), consisting of 208.79 acres, more or less;
- B. Lessee wishes to develop on a portion of the Land, consisting of approximately 130 acres, as more particularly described and depicted in Exhibit B (the “Leased Premises”), a solar power electrical generation and/or energy storage facility (with all related infrastructure as described herein, the “Project”), and, if it so elects, to construct, operate, and maintain the Project; and
- C. Lessee desires to lease from Owner, and to enjoy associated easements and rights of way over, all or a portion of Leased Premises, and Owner desires to grant to Lessee the lease and easements rights described in this Agreement.

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

AGREEMENT

1. Defined Terms; Construction.

- (a) Definitions. Except as otherwise explicitly provided herein, when used in this Agreement, capitalized terms shall have the meanings ascribed to them in Exhibit A, or in the applicable Section of this Agreement to which reference is made in Exhibit A.
- (b) Rules of Construction. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires (i) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting any gender shall include all genders as the context requires; (ii) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (iii) the terms “hereof,” “herein,” “hereunder,” “hereby,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iv) when a reference is made to a Section or Exhibit, such reference is to a Section or Exhibit of this Agreement unless otherwise specified; (v) the words “include,” “includes,” and “including” shall be deemed to be modified by the words “without limitation” or “including, but not limited to,” unless otherwise specified; (vi) the use of the word “or” is not intended to be exclusive unless expressly indicated otherwise or the context so requires; (vii) the word “shall” shall be construed to have the same meaning and effect

of the word “will”; (viii) a reference to any Party to this Agreement or a Person party to any other agreement or document shall include such Party’s or Person’s successors and permitted assigns; and (ix) a reference to any Law means such Law as amended, modified, codified, replaced, or reenacted, from time to time, and all rules and regulations promulgated thereunder.

2. **Grant of Lease**. Beginning on the Effective Date and for the Lease and Easement Term, Owner leases to Lessee, and Lessee leases from Owner, the Leased Premises in accordance with the terms and conditions of this Agreement (“Lease”). The Lease grants Lessee and its agents, contractors, and employees the right to use the Leased Premises for the following permitted uses (collectively, the “Lease Rights”):

- (a) **Development Rights**. Lessee and its employees, agents, and contractors shall have the right to enter upon the Leased Premises and the right of ingress and egress over and across the Leased Premises for the purposes of (i) surveying the Leased Premises, (ii) performing such other tests and studies as Lessee may desire in connection with development of the Project, including environmental, avian, and cultural resource assessments, and geotechnical, foundation, and soil tests; provided that such activities do not unreasonably interfere with Owner’s use of the Leased Premises, and (iii) installing, maintaining, operating, inspecting, and removing one or more Weather Instruments (including the fencing of said Weather Instruments) and performing all tests and studies associated therewith. During the Development Term, Owner shall not permit any individual or entity other than Lessee (or its employees, agents, and contractors) to install any Weather Instruments on the Land or grant to any other party the right to develop any solar generation or energy storage facility on the Land.
- (b) **Construction Right**. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove all or any part or component of the Improvements. Lessee may exercise its right to use all or any part of the Leased Premises when, as, and if Lessee deems it necessary or advisable to do so to perform the activities for which this right is granted, including staging areas and parking for Lessee’s employees, irrespective of whether such Improvements or staging areas are located, or are planned to be located, on the Leased Premises, subject to the provisions of Section 6(d) below.
- (c) **Access Right**. Lessee and its employees, agents, and contractors shall have unobstructed vehicular and pedestrian access and ingress to and egress from the Improvements, the Leased Premises, and any public roadways, and the right to construct, maintain, relocate, and utilize Roadway Improvements on the Leased Premises. Owner shall not permit others to obstruct or damage the roads or Roadway Improvements located on the Leased Premises or in any other way interfere with any rights granted in this Agreement. Lessee shall repair any damage done to Roadway Improvements that result from use by Lessee, its employees, agents, and contractors. Lessee shall maintain such roads in the condition necessary for use by Lessee’s equipment, and in the case of existing roads, in at least the condition that existed prior to Lessee’s use suitable for farm and ranch vehicles and equipment.
- (d) **Solar Panels Right**. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Solar Panels and the appurtenant Collection Facilities, together with associated roads and parking areas on the Leased Premises.

- (e) Collection Facilities Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Collection Facilities on and under the Leased Premises.
- (f) Substation Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove one or more Substations on the Leased Premises.
- (g) Telecommunication Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Telecommunication Facilities on and under the Leased Premises.
- (h) Weather Instrument Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove a Weather Instrument and the appurtenant Collection Facilities on the Leased Premises.

3. **Grant of Easements**. Beginning on the Effective Date and for the Lease and Easement Term, Owner grants to Lessee, and Lessee accepts from Owner, the following easements over and across the Leased Premises (and if applicable, Owner's Adjacent Property (as such term is defined below)) in accordance with the terms and conditions of this Agreement. The following easements are for the benefit of Lessee and Lessee's agents, contractors, and employees and are collectively referred to as the "Easements," and the associated rights, the "Easement Rights":

- (a) Sun Non-Obstruction Easement. Owner grants to Lessee, and Lessee accepts from Owner, an irrevocable, exclusive easement for the right and privilege to use, maintain, and capture the free and unobstructed sunlight over and across the Leased Premises ("Non-Obstruction Easement"). Owner shall not engage in any activity or construct or permit to be constructed any structure on the Leased Premises or any other neighboring property owned or controlled by Owner (including, without limitation, the Land, "Owner's Adjacent Property") that might interfere with the solar irradiance or insolation over any portion of the Leased Premises; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Lessee's operation of the Project or exercise of any rights granted in this Agreement, including, without limitation, by the emission of suspended particulate matter, smoke, fog, steam, or other airborne impediments to insolation (collectively "Interference"). Notwithstanding the foregoing, Owner shall be permitted to construct on Owner's Adjacent Property any structure that has a height (including antennas or other projections) no greater than one-half of the distance between such structure and the Leased Premises. The grant of this Non-Obstruction Easement expressly includes the right of Lessee to enforce Lessee's rights, including the physical removal of trees or structures (except trees and structures existing as of the Effective Date unless otherwise agreed in writing by Owner) located on the Leased Premises and Owner's Adjacent Property causing Interference to the Project contemplated by Lessee. Lessee shall provide reasonable notice to Owner prior to making any such removals and shall remove any trees in a manner that prevents any regrowth.
- (b) Effects Easement. Owner grants to Lessee, and Lessee accepts from Owner, an easement over the Leased Premises and Owner's Adjacent Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project.

- (c) Transmission and Access Easement. Owner grants to Lessee, and Lessee accepts from Owner, (a) a non-exclusive fifty (50) foot wide easement above, on, under, over, across and through that part of the Land depicted on Exhibit B-1 hereto (the “Transmission Easement Area”) in a location reasonably approved by Owner for the purposes of construction, maintenance, operation, removal, repair, and replacement of equipment for the transmission of electricity, including communication cables; electrical lines; trenches; wires; and appurtenant equipment (“Transmission Systems”); (b) a non-exclusive easement of access on, over, across and through the Transmission Easement Area for the purpose of ingress, egress and regress from and to the Transmission Systems and the Leased Premises; and (c) non-exclusive temporary work space easements not to exceed twenty-five (25) feet on either side of the Transmission Easement Area for the purpose of the construction, maintenance, removal, repair and replacement of the Transmission Systems from time to time.
- (d) Waiver of Setbacks. Subject to the other terms and conditions of this Agreement, Owner consents to Lessee’s installation and operation of Improvements at any location upon the Leased Premises and/or the Transmission Easement Area, including at or near the property lines. If any private agreement or restriction, or any law, rule, or ordinance of any governmental agency, imposes setback requirements or otherwise restricts the location of any component of the Improvements on the Leased Premises or the Transmission Easement Area or along or near property lines of the Leased Premises or the Transmission Easement Area, Owner shall (at no out-of-pocket cost or expense to Owner) cooperate with and assist Lessee in Lessee’s efforts to obtain waivers or variances from such requirements and shall execute all further documents evidencing Owner’s agreement to the elimination of such setback requirements.

4. Lease and Easement Term. The Lease and Easement Term shall commence on the Effective Date.

- (a) Development Term. The “Development Term” component of the Lease and Easement Term shall commence on the Effective Date and shall continue to until (i) Lessee gives notice to Owner that it is entering the Construction Term (the “Construction Notice”; the date of such notice, if any, the “Construction Notice Date”), or(ii) the fifth anniversary of the Effective Date, whichever occurs first. If Lessee fails to give the Construction Notice prior to the expiration of the Development Term, this Agreement, and all rights of Lessee hereunder, shall automatically terminate.
- (b) Construction Term. The “Construction Term” component of the Lease and Easement Term, if any, shall commence on the Construction Notice Date, and shall continue until the first to occur of (i) Commercial Production, and (ii) the Outside Construction Date.
- (c) Production Term. The “Production Term” component of the Lease and Easement Term, if any, shall commence on the first to occur of (i) the first date of Commercial Production, or (ii) the Outside Construction Date, and shall continue for 30 years thereafter. Lessee shall provide Owner with written notice of the commencement of the Production Term within thirty (30) days following the date of such commencement, but the failure to provide notice of such date shall not affect Lessee’s rights hereunder. For avoidance of doubt, a failure of the Project to achieve Commercial Production prior to the Outside Construction Date shall not be a default hereunder; rather, it shall only serve to inflect the term of this Agreement to the Production Term from the Construction Term.

- (d) Extended Production Terms. Lessee shall have the right to extend the Production Term for two consecutive terms of five years each in accordance with the terms and provisions of this Agreement (each, an “Extended Production Term”) by providing written notice to Owner of Lessee’s intent to so extend the Production Term by no later than 60 days prior to the end of the Production Term, or, if applicable, the initial Extended Production Term. Each Extended Production Term shall begin on the expiration date of the Production Term or the previous Extended Production Term, as applicable.
- (e) Delays During Lease and Easement Term. At Lessee’s option, any component of the Lease and Easement Term and the Outside Construction Date may be extended on a day-for-day basis for any period during which construction or operation of the Project, or the exercise of any other Lease Rights or Easement Rights, is delayed or suspended because of the occurrence of a Regulatory Suspension or Force Majeure; provided, however, that no such extension shall excuse Lessee’s obligations to make any payment to Owner required by this Agreement. The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure event, provided that: (i) the non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, but in no event later than 30 days thereafter, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; (iii) the non-performing Party uses good faith and commercially reasonable efforts to remedy its inability to perform; and (iv) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, each Party shall give prompt written notification thereof to the other Party.
- (f) Termination by Lessee / Reduction in Size of the Leased Premises. Provided Lessee is not in default under any term of this Agreement beyond any applicable notice and cure period, Lessee, at its option, shall have the right to terminate this Agreement at any time during the Lease and Easement Term, as to all or any part of the Lessee Property, which termination shall be effective upon providing written notice of such termination to Owner. If Lessee’s notice is a full termination of this Agreement as to all of Lessee Property, the Parties shall be relieved of all further duties and obligations under this Agreement, except for (i) payment of any accrued and unpaid obligations owed by either Party as of the date of termination; (ii) removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any partial termination by Lessee, the Parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof so terminated by Lessee, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of this Agreement. The Parties agree to execute an amendment to this Agreement evidencing such partial termination upon the request of Lessee.

5. Payments. Lessee agrees to pay Owner the amounts set forth in Exhibit C as consideration for the Lease, Easements, Lessee’s other rights and interests in the Leased Premises and the Transmission Easement Area and Lessee’s rights set forth in Sections 3(a) and 3(b) of this Agreement with respect to the Owner’s Adjacent Property.

6. **Improvements.**

- (a) **Rights of Lessee.** Lessee shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, repair, replace, relocate, and remove all facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials, and property of every kind and character necessary or desirable in the reasonable opinion of Lessee for the construction and operation of portions of the Project on the Leased Premises and the Transmission Easement Area, including the Solar Panels, Collection Facilities, Substations, Weather Instruments, Storage Facilities, and Roadway Improvements, together with related appurtenances (collectively, the “Improvements”).
- (b) **Ownership of Improvements.** Except as otherwise provided in Section 9(f), all Improvements shall at all times remain the property of Lessee, and Owner shall have no right, title, or interest therein. All Improvements constructed or placed on the Leased Premises or the Transmission Easement Area by Lessee during the Term may be repaired, replaced, relocated, removed, added to, or expanded upon by Lessee at any time during the Term. Owner expressly waives any statutory lien or common law liens on the Improvements to which Owner might be entitled.
- (c) **Construction Liens.** Lessee shall not permit any liens arising out of Lessee’s use of Lessee Property under this Agreement to be filed against Owner’s interest in the Leased Premises or the Land. Lessee shall, within 60 days after it receives notice of the lien, provide a bond or other security that Owner may reasonably request, or remove such lien from the Leased Premises or the Land in the manner provided by applicable law.
- (d) **Location of Improvements.** The net acreage required from the Leased Premises for the Improvements for which the Lease and Easements are being granted (and the ultimate location of such Improvements) cannot be determined until the completion of Lessee’s inspection, testing, study, and surveying of the Leased Premises during the Development Term. Along with the Construction Notice, Lessee shall deliver to Owner a plan of development showing the contemplated locations of the Improvements and a calculation of the net acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as Exhibit D to this Agreement, and shall confer with Owner to minimize any interference with Owner’s use of any of Owner’s Adjacent Property or any of the Leased Premises that is not included in the Project; provided, Lessee shall have discretion as to the ultimate location of the Improvements. During the final development and construction of the Project, such locations may need to be amended in Lessee’s discretion. Further, following construction, the Improvements may need to be relocated or rerouted by Lessee, which Lessee may perform at any time during the Term of this Agreement, so long as the nature and extent of any such relocated or rerouted Improvements are not materially different and impose no materially greater burden on the Leased Premises than the original locations or routes, and so long as Lessee takes commercially reasonable efforts to minimize disruption or inconvenience to Owner. Within 10 days following the request of Lessee from time to time, Owner shall enter into an amendment of this Agreement and/or any recorded memorandum hereof in order to more particularly describe the Lessee Property.

- (e) **Removal of Improvements.** Upon full or partial termination of any of the Lease Rights or Easements, Lessee shall remove all Improvements and restore the area formerly occupied by the Improvements to substantially the same physical condition that existed immediately before the construction of the Improvements to the extent reasonably practicable (the “**Removal Obligations**”). At Owner’s request, all or any part of the Roadway Improvements may be left for use by Owner. Owner hereby grants Lessee all rights of access, including after full or partial termination of any of the Lease Rights or Easements, to fulfill the Removal Obligations. No later than the commencement of the Construction Term, Lessee shall post a bond or letter of credit with sufficient surety to pay for the cost of removal of the Improvements from Owner’s land and to restore Owner’s land to its pre-construction condition, net of the salvage value of the equipment to be removed, as determined by an independent equipment appraiser selected to the mutual satisfaction of Owner and Lessee; provided, however, that to the extent that any governmental authority requires a decommissioning or restoration bond, letter of credit, cash deposit, or other security to cover Lessee’s removal and restoration obligations under this Agreement, then Lessee shall comply with the requirements of such governmental authority. Lessee’s compliance with such governmental decommissioning and restoration requirements is agreed, and shall be deemed, by Owner to fulfill and replace all of Lessee’s obligations of this **Section 6(e)**.

7. **Ownership and Title Matters.** Owner warrants and represents to Lessee as follows:

- (a) **Authority.** Owner represents and warrants that it is the holder of fee simple title and is the sole owner of the Land and has the unrestricted right and authority to sign this Agreement and to grant Lessee the Lease and Easements and other rights granted in this Agreement. If Owner is an individual, Owner represents and warrants that either (i) Owner is unmarried or (ii) Owner’s spouse has joined in the execution of this Lease, or (iii) Owner is married but dealing in his/her sole and separate property. When signed by both parties, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.
- (b) **Other Agreements.** The Leased Premises and the Transmission Easement Area are not subject to any other agreements, options, rights of first refusal or other prior right of any party to purchase, lease or acquire easements in the Leased Premises or the Transmission Easement Area, or create any prior claim or right that would preclude or interfere with Lessee’s rights and interests under this Agreement and the Lease and Easements.
- (c) **Minerals.** Except to the extent disclosed by Owner to Lessee at the time of the execution of this Agreement by Owner, Owner owns all of the oil, gas and other minerals, and all rights thereto as on or under the Leased Premises and the Transmission Easement Area. Owner shall use its best efforts to help Lessee, if requested (at no out-of-pocket cost or expense to Owner), obtain from any mineral rights holder existing as of the date hereof (or any lessee or holder of a working interest, if applicable) (collectively, with any future holders of mineral rights, the “**Subsurface Rights Holder**”) a commercially reasonable surface use waiver, surface use accommodation agreement, non-disturbance agreement, or other similar instrument. During the Development Term and Construction Term, Owner shall not grant to any prospective Subsurface Rights Holder any right to use the surface of the Leased Premises or the Transmission Easement Area without the prior written consent of Lessee, not to be unreasonably withheld, conditioned, or delayed. During the

Production Term, Owner may grant to Subsurface Rights Holders the right to use the surface of the Leased Premises or the Transmission Easement Area (excluding any Lessee Property), provided that such use does not interfere with Lessee's rights hereunder as determined by Lessee in the exercise of its reasonable discretion. In no event shall Owner grant to any future Subsurface Rights Holder any right to use the Leased Premises or the Transmission Easement Area in a manner that could reasonably be expected to result in loss of subjacent support to the Project.

- (d) Owner Mortgage. Except as disclosed by Owner to Lessee in writing at the time of the execution of this Agreement by Owner, there are no mortgages encumbering the Leased Premises or the Transmission Easement Area ("Owner Mortgage").
- (e) Notice and Opportunity to Cure. If there is an Owner Mortgage that encumbers the Leased Premises and/or the Transmission Easement Area and Owner receives from the holder thereof ("Owner Mortgage") any notice that payments are overdue, Owner shall notify Lessee and each Lessee Mortgagee by sending a copy of such overdue payment notice to Lessee by the earlier of (i) five days after receipt, or (ii) three business days prior to the date by which a default under or in respect of such Owner Mortgage could occur. If Lessee or any Lessee Mortgagee determines that it would be in Lessee's interest to make such payments to Owner Mortgagee on Owner's behalf, whether as a result of receiving such notice or otherwise, Lessee shall have the right to make such payments and to credit the payments so made against the Annual Installment Payments until Lessee is fully reimbursed.
- (f) Subordination, Non-disturbance, and Attornment Agreement. If there is an Owner Mortgage that encumbers the Leased Premises and/or the Transmission Easement Area, Owner shall cooperate with Lessee to obtain a Subordination, Non-disturbance and Attornment Agreement ("SNDA") in the form prepared and provided by Lessee, from each Owner Mortgagee, pursuant to which such Owner Mortgagee agrees, among other things, not to disturb Lessee's possession and use of the Leased Premises or the Transmission Easement Area. Lessee shall, at its sole cost and expense, record each such SNDA in the Official Records. If Owner fails to deliver a SNDA from each Owner Mortgagee, Lessee may, at its sole option, either (i) terminate this Agreement immediately upon written notice to Owner, or (ii) take such action as Lessee deems reasonably necessary to effect the rights granted to Lessee hereunder (including, without limitation, paying off Owner's Mortgage in whole or in part), and off-set all amounts expended in such efforts against the Annual Installment Payments and any other amounts due or that may become due hereunder or in respect hereof.

8. **Representations and Warranties of Owner**. Owner hereby makes the following further representations and warranties:

- (a) Physical Condition. Owner has no knowledge of any existing physical conditions of the Leased Premises or the Transmission Easement Area which would prevent, significantly restrict, or make more expensive Lessee's development of the Leased Premises or the Transmission Easement Area for the purposes specified in this Agreement, or that could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

- (b) Legal Restrictions. Owner has no knowledge of any law, regulation, ordinance, or order of any local, state, or federal governmental authority that would prohibit or significantly restrict Lessee's development of the Leased Premises or the Transmission Easement Area pursuant to this Agreement. This Agreement does not violate any contract, agreement, instrument, judgment, or order to which Owner is a party or that affects the Leased Premises or the Transmission Easement Area. To the best of Owner's knowledge, the Leased Premises and the Transmission Easement Area are currently in full and complete compliance with all governmental laws, ordinances, orders, rules, and regulations applicable thereto.
- (c) No Litigation. No litigation is pending, and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Leased Premises or the Transmission Easement Area. If Owner learns of any litigation or administrative action proposed, threatened or instituted with respect to the Leased Premises and/or the Transmission Easement Area, Owner shall give Lessee notice within 30 days thereof.

9. **Use, Operation, and Maintenance.**

- (a) Exclusive Use by Lessee. Lessee shall have the exclusive right (i) to use and possess the Leased Premises in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to investigate, inspect, survey, and conduct tests of the Leased Premises and the Transmission Easement Area, including meteorological, environmental, archeological, and geotechnical tests and studies; (iii) to use and convert all of the sunlight resources on the Leased Premises and the Transmission Easement Area; and (iv) to undertake such other activities on the Leased Premises that may be related to the Project, including the storage of Solar Panels, materials, and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.
- (b) No Required Installation or Operation. Nothing in this Agreement shall be interpreted as imposing on Lessee any obligation to install Solar Panels or other Improvements on the Leased Premises, or to construct, install, or operate the Project on the Leased Premises. Lessee shall have the sole discretion to determine if and when any Solar Panels and other Improvements may be constructed on the Leased Premises, and if and when to commence the construction or operation of the Project on the Leased Premises.
- (c) Permits and Approvals. Lessee shall be responsible, at its sole cost and expense, for obtaining any governmental permits and approvals necessary for the construction and operation of the Project and the construction and operation of the Improvements. Owner shall cooperate, at no out-of-pocket cost or expense to Owner, with Lessee as necessary to obtain any governmental or utility approvals or permits, including signing any applications for such approvals.
- (d) Compliance with Laws. Lessee shall comply in all material respects with laws applicable to its use of the Leased Premises, the Transmission Easement Area and Lessee Property. Lessee shall have the right, in its sole discretion and at its sole expense, in Lessee's name, to contest the validity or applicability to the Leased Premises, the Transmission Easement Area and Lessee Property of any law, ordinance, statute, order, regulation, property assessment, or the like made by any governmental

agency or entity. Lessee shall control any such contest and Owner shall cooperate with Lessee in every reasonable way in such contest at no out-of-pocket cost or expense to Owner.

- (e) Care and Appearance. Lessee, in its exercise of the lease, easement, and other rights granted hereunder, shall, at all times, maintain the Leased Premises and the Improvements in a reasonably neat, clean, and presentable condition. Lessee shall not willfully damage or destroy the Leased Premises and shall keep the Leased Premises clean and free of debris created by Lessee, its contractors, or others brought on to the Leased Premises by Lessee. Lessee shall not use the Leased Premises for storage, except for materials, construction equipment, and vehicles directly associated with construction or maintenance of the Improvements on the Leased Premises or on adjacent or neighboring properties that are part of the Project.
- (f) Fences and Gates. Lessee shall consult with Owner as to the location of all fences, gates, and cattle guards that it intends to construct on the Leased Premises outside of the Lessee Property; provided, that Lessee shall have sole discretion as to the ultimate location of any fences, gates, and cattle guards necessary to safeguard the Project. At Owner's request, Lessee shall repair or replace any of Owner's fences, gates, or cattle guards on Owner's Adjacent Property damaged or removed in connection with Lessee's activities on the Leased Premises or the Transmission Easement Area. Fences removed from the Leased Premises, if replaced, shall be re-built by Lessee at its expense in mutually agreeable locations. All fence repair and construction of Owner's fences, gates, or cattle guards shall be substantially similar to the construction of fences and cattle guards that exist on the Leased Premises as of the Effective Date. Once completed, all replacement fences, gates, and cattle guards shall be owned and maintained by Owner. Upon abandonment or termination of the rights granted to Lessee in this Agreement, any fences, gates, and cattle guards installed by Lessee shall remain and become the property of Owner. To minimize the need for temporary fencing, Owner will cooperate with Lessee to avoid pasturing animals on or near the Improvements during periods of construction, maintenance, or removal activity by Lessee. Owner will discuss with Lessee what temporary fencing is necessary during the periods of construction, maintenance, or removal activity by Lessee.
- (g) Roadway Maintenance and Repairs. Lessee agrees to maintain and repair all Roadway Improvements located on Lessee Property; provided, however, Owner shall repair any damage or perform any special maintenance of the Roadway Improvements caused by Owner or any Person using the Roadway Improvements with Owner's permission, other than Lessee, or if Owner fails to repair such damage or perform such special maintenance within 30 days following written notice from Lessee specifying the damage to be repaired or the special maintenance required then Owner shall reimburse Lessee for any costs and expenses incurred by Lessee to repair any such damage or perform any such special maintenance and if Owner so fails to reimburse Lessee, Lessee shall have the right to setoff such costs and expenses against such amounts as may become due and payable by Lessee hereunder.
- (h) Conservation Reserve Program. If Owner is a party to a Conservation Reserve Program contract ("CRP Contract") with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410, Owner shall provide Lessee with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Lessee shall reimburse Owner for the penalties and interest, if any (including for any

past payments received by Owner that must be repaid by Owner), assessed by the U.S. Department of Agriculture as a result of the construction of the Improvements on the Leased Premises and the Transmission Easement Area. Owner shall cooperate with Lessee in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Improvements on the Leased Premises and the Transmission Easement Area covered by a CRP Contract.

(i) Damage to Landowner's Property.

(i) Crop Damage; Cattle. The parties anticipate and acknowledge that, in the exercise of Lessee's construction rights granted under Section 2(b), Lessee may damage or destroy crops on the Leased Premises. If any of Owner's growing crops are materially damaged or destroyed as a result of such activities of Lessee during the Construction Term, then Lessee shall promptly pay to Owner an amount equal to the greater of (x) the actual out-of-pocket costs theretofore incurred by Owner in planting, irrigating, and fertilizing such growing crops in the applicable calendar year (excluding any and all capital expenditures, including, without limitation, the cost of cattle, farm equipment, or machinery), or (y) the fair market value of such growing crops in their condition prior to such damage, destruction, or removal as established by multiple peril crop insurance historic yields for the immediately preceding 10 years. In the event that any cattle owned by Owner are injured or die as a result of negligent acts or omissions of Lessee, its contractors or employees on the Owner's Adjacent Property, then Lessee shall pay to Owner an amount equal to the fair market value of such cattle within thirty (30) days following Lessee's receipt of reasonable evidence (i) that the death or injury was caused by the negligent acts or omissions of Lessee, its contractors or employees on the Owner's Adjacent Property, and (ii) of the fair market value of such cattle.

(ii) Drain Tile or Irrigation System Damage. Prior to the commencement of the Construction Term, Owner shall provide Lessee with information regarding the location of any tile lines or irrigation systems that may be located on the Leased Premises or the Transmission Easement Area, including GPS coordinates if available. Lessee, in the exercise of its construction rights granted under Section 2(b), will take commercially reasonable steps to avoid damaging any such tile lines or irrigation systems on the Leased Premises. Lessee agrees to repair, replace, and/or reroute underground tile lines damaged during construction of the Project. Upon reasonable notice, Owner shall be given the opportunity to inspect the repair, replacement, or rerouting of tile or irrigation systems prior to being covered with topsoil.

10. Taxes.

(a) Owner's Taxes. Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("Taxes") levied or assessed against the Land and all improvements thereon by governmental authorities, other than Lessee's Taxes referenced in Section 10(b) (Taxes, excepting Lessee's Taxes, "Owner's Taxes").

- (b) Lessee's Taxes. Subject to timely receipt from Owner and/or appropriate governmental agency of the relevant statement for Taxes pursuant to this Section 10(b), Lessee shall pay prior to delinquency any personal property Taxes on Improvements and/or any Taxes that were directly attributable to solar energy conversion equipment installed by Lessee and all increases (including any increases attributable to a change in the valuation from agricultural use) in the ad valorem property Taxes levied against the Leased Premises and/or the Transmission Easement Area that are assessed for the period from and after the date of this Agreement until the end of the Term hereof as a result of the installation of Lessee's Improvements and/or solar energy conversion equipment on the Leased Premises and/or the Transmission Easement Area ("Lessee's Taxes"). Lessee shall not be responsible for Taxes attributable to improvements installed by Owner or others on the Land or other Owner's Adjacent Property. Owner shall submit the annual statement for Taxes to Lessee within a reasonable time after the date Owner receives the statement from the taxing authority and in any event not less than 30 days prior to the date such Taxes are due and payable. In the event that Owner has been delinquent in payment of Owner's Taxes for a period of at least two years, Lessee may elect to have the statement for Taxes sent directly to Lessee. In such event, Lessee shall pay all Lessee's Taxes to the appropriate taxing authority prior to delinquency, and Owner shall pay to Lessee Owner's Taxes prior to delinquency (or Lessee may pay Owner's Taxes and offset such amount against the Annual Installment Payments). If Lessee receives such statement directly, Lessee shall submit a copy of the statement for Taxes to Owner within 30 days after the date Lessee receives the statement from the taxing authority. Any recapture liability associated with the change in use of the Leased Premises from agricultural use shall be paid by Lessee.
- (c) Failure to Pay. In the event either Party fails to pay their share of Taxes prior to delinquency, the other Party shall have the right to pay such Taxes and any accrued penalties or interest, which payments shall increase or be offset against other payments due under this Agreement.
- (d) Lessee's Right to Contest. Lessee may contest the legal validity or amount of any Lessee's Taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. With respect to any Lessee's Taxes which may constitute a lien on the Land, Lessee shall promptly pay such Taxes unless the proceeding in which it contests such Taxes shall operate to prevent or stay the collection of the Taxes so contested or unless Lessee removes any such lien by bonding or otherwise. Owner agrees to render to Lessee all reasonable assistance in contesting the validity or amount of any such Taxes, with the exception of Taxes levied by Owner, including joining in the signing of any reasonable protests or pleading which Lessee may deem advisable to file; provided, however, that Lessee shall reimburse Owner for its reasonable out-of-pocket expenses, including Attorneys' Fees, incurred in connection with providing such assistance.

11. **Mortgage of Lessee Property**.

- (a) Right to Mortgage. Lessee may, without requiring Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement and Lessee Property. These various security interests in all or a part of this Agreement and Lessee Property are collectively referred to as a "Lessee Mortgage" and holder of such security interest, a "Lessee

Mortgage". Any Lessee Mortgagee shall use Lessee Property only for the uses permitted under this Agreement. Whenever Lessee has granted a security interest under this Section 11, it will give Owner notice of the Lessee Mortgage (including the name and address of the Lessee Mortgagee for notice purposes) to Owner within 30 days; provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner to provide such Lessee Mortgage notice until the Lessee and its address is given to Owner.

- (b) Notice of Default and Opportunity to Cure. As a precondition to exercising any rights or remedies related to any alleged default by Lessee under this Agreement, Owner shall give written notice of the default to each Lessee Mortgagee at the same time it delivers notice of default to Lessee, specifying in detail the alleged event of default and the required remedy. Each Lessee Mortgagee or its designee shall have the right, but not the obligation, to cure any default as Lessee, and/or the right, but not the obligation, to remove any Improvements or other property owned by Lessee or such Lessee Mortgagee located on the Leased Premises and/or the Transmission Easement Area to the same extent as Lessee. The cure period for any Lessee Mortgagee shall be the later of (i) the end of the Lessee cure period under Section 16; (ii) 30 days after such Lessee Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 11(c). Failure by Owner to give a Lessee Mortgagee notice of default shall not diminish Owner's rights against Lessee, but shall preserve all rights of the Lessee Mortgagee or its designee to cure any default and to remove any Improvements or other property of Lessee or the Lessee Mortgagee located on the Leased Premises and/or the Transmission Easement Area.
- (c) Extended Cure Period. If any default by Lessee under this Agreement cannot be cured without the Lessee Mortgagee obtaining possession of all or part of Lessee Property, then any such default shall be deemed remedied if a Lessee Mortgagee: (i) within 60 days after receiving notice from Owner as set forth in Section 11(b), acquires possession of all or part of Lessee Property, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of Lessee Property performs all other obligations as and when the same are due in accordance with the terms of this Agreement (provided, however, that the Lessee Mortgagee will not be responsible to cure any outstanding defaults by Lessee that are not reasonably susceptible of cure). If a Lessee Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the 60-day period specified above for commencing proceedings shall be extended for the period of such prohibition.
- (d) Lessee Mortgagee Liability. Any Lessee Mortgagee whose interest in Lessee Property is held solely for security purposes, shall have no obligation or liability under this Agreement unless and until the Lessee Mortgagee succeeds to absolute title to Lessee Property and the rights of Lessee under this Agreement. Any Lessee Mortgagee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such absolute title.
- (e) Certificates. Within 20 days of Lessee's request as required in connection with any financing or refinancing of the Project or any proposed sale of the Project from time to time, Owner shall execute any estoppel certificates (certifying as to truthful matters, including that no default then exists under this Agreement, if such be the case),

consents to assignment and non-disturbance agreements as Lessee or any Mortgagee may reasonably request from time to time. Owner's failure to execute and return any requested estoppel certificate within such 20-day period shall be deemed confirmation by Owner of the truthfulness of the statements contain in such estoppel certificate. The Parties shall negotiate in good faith any amendment to this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Lessee Mortgagee to implement the provisions contained in this Agreement or to preserve a Lessee Mortgagee's security interest.

(f) Lessee Mortgagee's Right to Enforce Mortgage and Assign. Each Lessee Mortgagee shall have the right, in its sole discretion: (i) to assign its Lessee Mortgage; (ii) to enforce its lien and acquire title to all or any portion of Lessee Property by any lawful means; (iii) to take possession of and operate all or any portion of Lessee Property and to perform all obligations to be performed by Lessee under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of Lessee Property by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer all or any portion of the Lessee rights under this Agreement to a third party in accordance with Section 12. Any Lessee Mortgagee or other party who acquires Lessee's interest in all or a portion of Lessee Property pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Agreement.

(g) New Lease and Easement Agreement.

(i) If Lessee Property is foreclosed upon or there is an assignment in lieu of foreclosure, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, or if this Agreement terminates for any other reason, and, within 90 days after such event, Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Owner to cure any material defaults under this Agreement that are reasonably susceptible of cure, and for the payment of all Annual Installment Payments or other charges due and payable by Lessee as of the date of such event, then Owner shall execute and deliver to Lessee or such Lessee Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new lease and easement agreement ("New Agreement") which (A) shall be for a term equal to the remainder of the Term of this Agreement before giving effect to such rejection or termination; (B) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of this Agreement); and (C) shall include that portion of Lessee Property in which Lessee or such other Lessee Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination.

(ii) If more than one Lessee Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the Lessee Mortgagee requesting such New Agreement whose Lessee Mortgage is prior in time (unless the priority of such Lessee Mortgages is otherwise altered by any recorded instrument), and the written request of any other Lessee Mortgagee whose lien is subordinate shall be void and of no

further force or effect. The provisions of this Section 11 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 11 were a separate and independent contract made by Owner, Lessee and each Lessee Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such New Agreement, such Lessee Mortgagee or other purchaser at a foreclosure sale may use and enjoy Lessee Property without hindrance by Owner or any Person claiming by, through or under Owner; provided that all of the conditions for the New Agreement as set forth above are complied with.

- (h) Lessee Mortgagee's Consent to Amendment, Termination, or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as any Lessee Mortgage remains outstanding, this Agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation, or release of all or any part of Lessee Property from Lessee, prior to expiration of the Term of this Agreement, without the prior written consent of the Lessee Mortgagee holding such Lessee Mortgage. This provision is for the express benefit of and shall be enforceable by each Lessee Mortgagee as if it were a party named in this Agreement.

12. **Assignment and Sublease.** Lessee shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of this Agreement or the Lessee Property, on either an exclusive or a non-exclusive basis, or to grant sub-easements, co-easements, easements, licenses, or similar rights with respect to the Lessee Property (collectively, "Assignment"), to one or more Persons, which may include a Transmission Service Provider (each such Person, an "Assignee"). Each Assignee shall use the Lessee Property only for the uses permitted under this Agreement. When Lessee makes any Assignment under this Section 12, Lessee shall give written notice to Owner of such Assignment (including the interest conveyed by the Assignment and address of the Assignee for notice purposes) to Owner; provided, Lessee's failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such Assignment or conveyance until such notice is given. Owner shall notify Lessee promptly upon Owner's transfer of its fee title interest in and to the Owner's Adjacent Property, and Lessee shall be entitled to pay any amounts payable to hereunder to the prior title holder until such time as such notice is received. Owner shall not have the right to transfer its interest in and to this Agreement (including, without limitation, its right to receive payment hereunder) separate and apart from its fee interest in and to the Leased Premises and any such transfer or attempted transfer shall be void *ab initio*.

13. **Hazardous Materials; Environmental Laws.**

- (a) Owner's Representations and Warranties. Owner represents and warrants that, to the best of Owner's knowledge, the Leased Premises and the Transmission Easement Area are not and has not been in violation of any Environmental Laws, and Owner has not received any notice or other communication from any governmental authorities alleging that the Leased Premises or the Transmission Easement Area are in violation of any Environmental Laws. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Leased Premises or the Transmission Easement Area, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Leased Premises or the Transmission Easement Area. Owner warrants

that Owner has done nothing to contaminate Leased Premises or the Transmission Easement Area with Hazardous Materials or wastes.

- (b) Owner's Covenants. Owner shall not violate any Environmental Law in, on, or under the Leased Premises or the Transmission Easement Area.
- (c) Owner's Indemnity Regarding Hazardous Materials. Owner shall indemnify, defend, protect, and hold Lessee harmless from any Claims based on (i) any violation of Environmental Laws related to the Leased Premises or the Transmission Easement Area that exists as of the Effective Date, (ii) any violation by Owner or its employees, agents, or contractors of Environmental Laws, including the release of Hazardous Materials in, on, under, or about the Leased Premises and/or the Transmission Easement Area, that occurs after the Effective Date. The indemnity obligations set forth herein shall survive termination of this Agreement.
- (d) Lessee's Covenants. Lessee shall, at Lessee's sole cost and expense, promptly take removal or remedial action required by Environmental Law regarding any Hazardous Materials brought onto the Leased Premises or the Transmission Easement Area by Lessee or its employees, agents, or contractors. Owner shall cooperate with Lessee regarding any scheduling or access to the Leased Premises or the Transmission Easement Area in connection with any action required hereunder.
- (e) Lessee's Indemnity Regarding Hazardous Materials. Lessee shall indemnify, defend, protect, and hold Owner harmless from any Claims based on (i) the violation by Lessee or its employees, agents, or contractors of any Environmental Law, or (ii) the release of Hazardous Materials in, on, under, or about the Leased Premises or the Transmission Easement Area caused by Lessee or its employees, agents, or contractors. The indemnity obligations set forth herein shall survive termination of this Agreement.

14. **Insurance and Indemnity.**

- (a) Lessee Insurance. At all times during the Term, Lessee shall maintain in effect (i) Commercial General Liability Insurance, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and (ii) Umbrella Liability Insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate. Lessee may meet these minimum insurance requirements with any combination of primary, excess, or self-insurance. Upon a written request by Owner, Lessee shall name Owner as additional insured on such insurance policy and provide Owner with a certificate of such insurance or, if applicable, a letter of self-insurance.
- (b) Indemnity by Lessee. Lessee shall defend, indemnify, protect, and hold harmless Owner from and against all third party Claims that may be incurred, or that may be asserted against, Owner or the Leased Premises resulting from the negligence, willful misconduct, or breach of this Agreement by Lessee, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Owner, its agents, contractors or employees, invitees, licensees, or permittees.
- (c) Indemnity by Owner. Owner shall defend, indemnify, protect, and hold harmless Lessee from and against all third party Claims that may be incurred, or that may be

asserted against, Lessee or Lessee Property resulting from the negligence, willful misconduct, or breach of this Agreement by Owner, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Lessee, its agents, contractors or employees, invitees, licensees, or permittees.

- (d) Survival. The obligations of the Parties under this Section 14 shall survive expiration or other termination of this Agreement.

15. **Confidentiality**. This Agreement includes confidential and proprietary information relating to Lessee and the Project. Owner agrees not to provide copies of this Agreement or disclose the terms of this Agreement to any unauthorized Person. Lessee authorizes Owner to provide copies of this Agreement and disclose its terms to Owner's family (with "family" being deemed to include all devisees or descendants of owner by will or intestacy), attorney, accountant, financial advisor, and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Owner and for no other purpose, so long as such authorized Persons either (a) agree in writing to become subject to the confidentiality provisions hereto and not to provide copies of this Agreement or disclose the terms thereof to any unauthorized Person, or (b) are otherwise required to keep such matters confidential. Owner shall, and shall cause such authorized Persons to, return all material containing any confidential information to Lessee immediately upon its request. Owner shall, and shall cause such authorized Persons to, destroy immediately upon request by Lessee such analyses, compilation, studies, or other documents, and any oral information will continue to be subject to the terms of this Agreement. Owner agrees that Lessee will have no adequate remedy at law if any Person violates any of the terms of this Agreement. In such event Lessee will have the right, in addition to any other rights Lessee may have, to obtain injunctive relief to restrain any breach or threatened breach by third party or specific enforcement of such terms plus reimbursement of Attorneys' Fees. Except as contemplated by the memorandum of lease described in Section 19(b), neither Party shall publish, file for public record, reproduce, or otherwise disseminate this Agreement or any of the terms and provisions hereof to any party, other than such authorized Persons set forth above, without the prior written consent of Lessee, which consent may be withheld for any reason and in Lessee's sole discretion.

16. **Default and Remedies**.

- (a) Lessee Payment Default. If Lessee shall fail to pay any amounts due as set forth in Exhibit C, which failure continues for more than 30 days from receipt of written notice from Owner that such amount is due, then Lessee shall be in default ("Lessee Payment Default") and Owner shall have the following remedies:

- (i) Collection of Payments. With or without terminating this Agreement, Owner may file a lawsuit against Lessee to collect any unpaid amounts set forth in Exhibit C together with interest thereon that accrues during the continuance of the Lessee Payment Default, calculated at a rate ("Default Rate") equal to the lesser of (i) 10% per annum, or (ii) the maximum lawful rate.
- (ii) Terminate Agreement. Owner may not terminate this Agreement because of any Lessee Payment Default without first giving Lessee written notice of its intention to terminate this Agreement ("Termination Notice"), to be effective on a date to be specified by Owner that is at least 30 days after the date of the Termination Notice. If, by the date specified in the Termination Notice, Lessee fails to pay the amount required to cure the Lessee Payment

Default (including interest at the Default Rate that accrues during the continuance of the Lessee Payment Default), Owner's termination of this Agreement shall become effective on the date specified in the Termination Notice. Upon such termination, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination (including the amount owed by Lessee with respect to the Lessee Payment Default and interest payable with respect thereto); (ii) the removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Owner's right to terminate this Agreement pursuant to this Section 16(a)(ii) is subject to and conditioned upon Owner giving any Lessee Mortgagee written notice and opportunity to cure the Lessee Payment Default as provided in Section 11(b).

(iii) Other Lessee Default. Subject to the cure rights of any Lessee Mortgagee under Section 11, Lessee shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement other than a Lessee Payment Default as set forth in Section 16(a) and shall not cure such default within 30 days after receiving notice thereof from Owner (or if such default cannot be cured through the exercise of reasonable diligence within such 30-day period, if Lessee fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) ("Other Lessee Default"). The occurrence of any Other Lessee Default may only result in a cause of action by Owner under applicable law and, other than as set forth in this Section 16(a), Owner hereby waives all other rights it may have, in law or in equity, to terminate this Agreement prior to the expiration of the Term. In the event of any such Other Lessee Default, Owner shall, at least 30 days prior to commencing any cause of action, give written notice of the cause of such Other Lessee Default to Lessee, and any Lessee Mortgagee (of which it has been notified in writing) concurrently, specifying in detail the alleged event of such Other Lessee Default and the required remedy. If Lessee does not cure or commence curing such Other Lessee Default within 30 days of receipt of notice, the Lessee Mortgagee or its designee shall have the absolute right, but not the obligation, to substitute itself for Lessee and perform the duties of Lessee hereunder for the purposes of curing such Other Lessee Default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Lessee Mortgagee or its designee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises and/or the Transmission Easement Area to complete such performance with all the rights, privileges and obligations of Lessee hereunder. Owner may cure any Other Lessee Default after Lessee's cure period has expired. If Owner at any time by reason of any Other Lessee Default, pays any sum or performs any act that requires the payment of any sum, the sum paid by Owner shall be due immediately from Lessee to Owner, together with interest on such sum calculated at the Default Rate.

(b) Owner Default. Owner shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within 30 days after receiving notice thereof from Lessee (or if such default cannot be

cured through the exercise of reasonable diligence within such 30-day period, if Owner fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) (“Owner Default”). Upon the occurrence of an Owner Default, Lessee shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) the right, but not the obligation, to cure such Owner Default, and the cost expended or incurred by Lessee to cure same shall be offset against the next payment or payments due under this Agreement by Lessee to Owner; (ii) terminate this Agreement without being liable for prosecution or any claim of damages therefor; and (iii) pursue any and all other action or remedies that may be available to Lessee at law or in equity, including all loss or damage which Lessee may suffer by reason of a termination of this Agreement.

17. **Condemnation.**

- (a) **Complete Taking.** If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of Lessee Property, or all of the Improvements thereon, for any public use or otherwise, then the interests and obligations of Lessee under this Agreement in or affecting Lessee Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of Lessee Property or the Improvements thereon, (ii) the date that Lessee is, in its sole judgment, no longer able or permitted to operate the Project on Lessee Property in a commercially viable manner, or (iii) the date of the condemnation judgment. Lessee shall continue to pay all amounts payable hereunder to Owner until the earlier of such dates, at which time the Parties shall be relieved of any and all further obligations and conditions to each other under this Agreement. No termination of this Agreement shall occur by reason of the foregoing terms and all right, title, interest, and estate of Lessee in and to Lessee Property shall continue hereunder unless and until terminated by any such exercise of power of eminent domain.
- (b) **Partial Taking.** If, at any time during the term of this Agreement, any authority having the power of eminent domain shall condemn one or more, but not all, of the Solar Panels, or any portion of the Improvements or Lessee Property, then the interest and obligations of Lessee under this Agreement as to those Solar Panels or any portion of the Improvements or Lessee Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes possession of such Solar Panels or any portion of the Improvements or Lessee Property, (ii) the date that Lessee is, in its reasonable judgment, no longer able or permitted to operate the Project on Lessee Property, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment; and, unless this Agreement is terminated as hereinafter provided, this Agreement shall continue in full force and effect as to the remainder of the Solar Panels, Improvements and Lessee Property. If the remainder of the Solar Panels or any other portion of the Improvements or Lessee Property is or becomes insufficient or unsuitable for Lessee’s purposes hereunder, as determined by Lessee in its sole discretion, then, subject to the rights of any Lessee Mortgagee under Section 11, Lessee shall have the right to terminate this Agreement as to the portion of Lessee Property to which Lessee continues to hold the rights, at which time the Parties shall be relieved of any further obligations and duties to each other under this Agreement.
- (c) **Apportionment, Distribution of Award.** On any taking, all sums awarded, including damages and interest, shall be paid as follows:

- (i) Any portion of the award by the court on account of (A) the value of the leasehold estate under this Agreement for the remaining Term, assuming the exercise of each Extended Production Term, (B) the value of the Improvements, and (C) any cost or loss that Lessee may sustain in the removal and relocation of Lessee's Improvements, to Lessee;
- (ii) Any portion of the award by the court for Lessee's anticipated or lost revenues or profits, to Lessee;
- (iii) Any portion of the award by the court for Owner's lost revenues, to Owner; and
- (iv) All remaining amounts of the award, to Owner or Lessee consistent with applicable law;

provided that, in the event the award is not sufficient to cover items (i), (ii) and (iii) above in full, then the award or proceeds shall be apportioned between Owner and Lessee pro rata in accordance with the respective fair values thereof.

18. **Notice.** All notices, demands, or consents required under in this Agreement shall be given in writing, and may be given (a) by hand, in which case the notice shall be deemed effective when so delivered, (b) by certified United States Mail, postage pre-paid, in which case the notice shall be deemed to be effective on the third business day following deposit, (c) by delivery via a nationally recognized, overnight receipted courier service, in which case the notice shall be deemed to be effective on the next business day following delivery to such courier service, or (d) by e-mail transmission, in which case the notice shall be deemed effective on the date of such transmission, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in notice under this section):

Notice to Owner: _____

 Attn: _____
 e-mail: _____

Notice to Lessee: Leeward Renewable Energy Development, LLC
 6688 N. Central Expressway, Suite 500
 Dallas, Texas 75206
 Attn: Legal Department
 e-mail: legal@LeewardEnergy.com

19. **Miscellaneous Provisions.**

- (a) **Successors and Assigns.** The terms and provisions of this Agreement shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. In accordance with this Agreement, Lessee in its discretion may authorize other Persons to use Lessee Property for the purposes stated in this Agreement.

- (b) Memorandum. Simultaneously with the execution of this Agreement, the Parties shall execute and acknowledge a memorandum of solar lease and easement agreement to provide record notice of this Agreement, which shall be recorded by Lessee at Lessee's expense in the Official Records. At the termination of this Agreement by operation of time or for any other reason, Lessee shall execute, acknowledge, and record in the Official Records a full release of the memorandum so recorded, which shall terminate the memorandum of record.
- (c) Entire Agreement. This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.
- (d) Amendments. This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties and consented to by any Lessee Mortgagee. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.
- (e) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the then existing laws of the Commonwealth of Kentucky, and the state and federal courts situate in Kentucky shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement. The parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good-faith negotiation for a period of fifteen (15) days following delivery of written notice by one party to the other describing with reasonable particularity the nature of the dispute, including citations to the provisions of this Agreement that the party delivering such notice believes have been breached by the other party. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, within such time period, then the parties shall engage in a mediation process in which the parties shall engage a third-party neutral mediator unaffiliated with either party who shall, within thirty (30) days following his or her engagement, convene a meeting of the parties to hear presentations by each party regarding the dispute and work with the parties to attempt to resolve the dispute. Each party agrees to cooperate in good faith with such mediation and the parties shall share equally all costs of the mediation. If, despite such good faith efforts, the parties are unable to resolve such dispute within ninety (90) days following the engagement of the mediator, then each shall have all remedies available at law or in equity and as provided by this Agreement.
- (f) Waiver of Consequential Damages. NEITHER PARTY, NOR ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, OR EMPLOYEES, SHALL HAVE ANY LIABILITY FOR CLAIMS, SUITS, ACTIONS, OR CAUSES OF ACTION FOR INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT, MULTIPLE, OR CONSEQUENTIAL DAMAGES (INCLUDING CLAIMS FOR LOST PROFITS) CONNECTED WITH OR ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTION TAKEN OR NOT TAKEN IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, INCLUDING ANY SUCH DAMAGES THAT ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT

LIABILITY, STATUTE, OPERATION OF LAW, OR ANY OTHER THEORY OF LIABILITY, EXCEPT TO THE EXTENT INCLUDED IN THIRD PARTY CLAIMS COVERED BY THE INDEMNIFICATION PROVISIONS OF SECTION 13 AND SECTION 14 AND EXCEPT TO THE EXTENT ARISING OUT OF ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 15.

- (g) Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.
- (h) Tax Credits. If under applicable law Lessee becomes ineligible for any currently existing tax credit, benefit, or incentive for alternative energy expenditure established by any local, state, or federal government, then, at Lessee's option, the Parties shall negotiate in good faith to amend this Agreement or replace it with a different instrument so as to convert Lessee's interest in Lessee Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit, or incentive. Such amendment or instrument shall not impair any of Owner's rights or increase the burdens or obligations of Owner under this Agreement.
- (i) Approvals. Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld, conditioned, or delayed.
- (j) Authority. Each Party warrants that its respective signatory has the authority to execute this Agreement on behalf of such Party and that each such entity has executed this Agreement pursuant to its organizational documents or a resolution or consent of its Board of Directors or other governing body.
- (k) Time of Essence. Time is of the essence of each provision of this Agreement.
- (l) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.
- (m) Attorneys' Fees and Costs. In the event of any litigation arising between the Parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, paralegals' fees, expert fees, and court costs, plus the cost of collection, at all trial and appellate levels (collectively, "Attorneys' Fees"); provided, however, that any attorney's fees to the extent (and only to the extent) they exceed \$█ per hour (as such amount may be adjusted in accordance with the Consumer Price Index from and after the year 2020) shall not be reimbursed hereunder. This paragraph shall survive expiration or termination of this Agreement.
- (n) Brokerage. The Parties hereby each represent and warrant to the other that no broker or finder has been engaged in connection with this Agreement. In the event any claim for any brokerage commission or fee is asserted against Owner or Lessee in connection with this Agreement, the Party at fault shall indemnify, save harmless, and defend the other Party from and against such claim (including Attorneys' Fees). This section shall survive expiration or earlier termination of this Agreement.

- (o) Quiet Enjoyment. Subject to the terms of this Agreement, Lessee shall have the quiet use and enjoyment of the Lessee Property in accordance with the terms of this Agreement without any suit, claim, or interference of any kind by Owner or any other person or entity.
- (p) Further Assurances. Each Party agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as may be reasonably necessary to fully effectuate each and all of the purposes and intent of this Agreement. Without limiting the generality of the foregoing, within 10 days after receipt of a written request made from time to time by Lessee, Owner shall: (i) enter into any reasonable amendment hereto (A) to correct an error in this Agreement, (B) in the event that the title insurance commitment and/or survey of the Owner's Adjacent Property obtained by Lessee discloses any error in the legal description attached hereto, including without limitation a typographical error, a missing call or a failure to close, to amend such legal description (including by replacing said legal description with a revised description prepared or provided by Lessee's surveyor or title company), or (C) to cause this Agreement to comply with all applicable laws; provided that such amendment shall not materially limit Owner's rights hereunder or materially increase Owner's obligations hereunder; (ii) execute and deliver to Lessee an owner's affidavit, in form and substance reasonably acceptable to Owner, requested by any title company or attorney reviewing title to the Lessee Property; (iii) join with Lessee in the signing of any protest, petition, appeal, or pleading that Lessee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits, and/or approvals, in each case as Lessee may deem necessary or desirable for Lessee's development and use of the Lessee Property as contemplated by this Agreement; and (iv) if because of the nature of this Agreement, Lessee is unable to qualify for any tax credit or similar benefit associated with the Project installed by Lessee on the Lessee Property, amend this Agreement to assure that Lessee will receive such credits and benefits (but only if such amendment does not materially adversely affect Owner's rights or obligations hereunder); and Lessee agrees to pay Owner's reasonable out-of-pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this paragraph (p).

[Signature page follows]

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

Owner:

████████████████████

By: _____

████████████████████

By: _____

Lessee:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

Definitions

“Agreement” has the meaning set forth in the preamble.

“Annual Installment Payment” has the meaning set forth in Exhibit C.

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

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

“Attorneys’ Fees” has the meaning set forth in Section 19(m).

“Claims” means all liabilities, costs, expenses, obligations, losses, damages, and claims, including Attorneys’ Fees.

“Collection Facilities” means all Improvements whose purpose is to deliver electrical power generated by the Solar Panels to an electrical power grid or other system, transformers, overhead and underground electrical collection lines, telecommunication lines, splice boxes, and interconnection facilities, including the Project’s Substation, and such additional similar Improvements necessary to transmit electrical power to the point of interconnection with the Transmission Service Provider.

“Commercial Production” means deliveries to the electrical grid, and the sale in commercial quantities, of electrical energy generated by the Project.

“Construction Notice” has the meaning set forth in Section 4(a).

“Construction Notice Date” has the meaning set forth in Section 4(a).

“Construction Term” has the meaning set forth in Section 4(b).

“Default Rate” has the meaning set forth in Section 16(a)(i).

“Development Term” has the meaning set forth in Section 4(a).

“Easement Rights” has the meaning set forth in Section 3.

“Easements” has the meaning set forth in Section 3.

“Environmental Laws” means any federal, state, or local environmental health or safety law, statute, ordinance, rule, regulation, or requirement

“Effective Date” has the meaning set forth in the preamble.

“Extended Production Term” has the meaning set forth in Section 4(d).

“Force Majeure” means causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including acts of God, sink holes or subsidence, labor unrest (including slowdowns, picketing, boycotts, or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission or other lines, wires, or cables to the Project by Persons other than Lessee’s employees or contractors, epidemic, war, revolution, riot, civil

disturbance, sabotage, change in law or applicable regulation subsequent to the Effective Date, and action or inaction by any federal, state, or local legislative, executive, administrative judicial agency or body, which, in any of the foregoing cases, by the exercise of due diligence, it is unable to overcome.

“Hazardous Materials” means any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation.

“Improvements” has the meaning set forth in Section 6(a).

“Lease” has the meaning set forth in Section 2.

“Lease and Easement Term” means a subset of the Term comprised of the Development Term, the Construction Term, the Production Term, and any Extended Production Term, in each case if applicable.

“Lease Rights” has the meaning set forth in Section 2.

“Lessee” has the meaning set forth in the preamble.

“Lessee Mortgage” has the meaning set forth in Section 11(a).

“Lessee Mortgagee” has the meaning set forth in Section 11(a).

“Lessee Payment Default” has the meaning set forth in Section 16(a).

“Lessee Property” means, collectively, the Lease, Easements, and Improvements.

“Lessee’s Taxes” has the meaning set forth in Section 10(b).

“New Agreement” has the meaning set forth in Section 11(g).

“Non-Obstruction Easement” has the meaning set forth in Section 3.

“Official Records” means the official records of Hart County, Kentucky.

“Other Lessee Default” has the meaning set forth in Section 16(a)(iii).

“Outside Construction Date” means the date that is 18 months from the Construction Notice Date, subject to extension as set forth in Section 4(e).

“Owner” has the meaning set forth in the preamble.

“Owner Default” has the meaning set forth in Section 16(b).

“Owner Mortgage” has the meaning set forth in Section 7(d).

“Owner Mortgagee” has the meaning set forth in Section 7(e).

“Owner’s Adjacent Property” has the meaning set forth in Section 3(a)(i).

“Owner’s Taxes” has the meaning set forth in Section 10(a).

“Party” has the meaning set forth in the preamble.

“Person” means any individual, partnership, limited liability company, association, corporation, trust, or any other form of business or government entity.

“Production Term” has the meaning set forth in Section 4(c).

“Project” has the meaning set forth in the Recitals, which shall include Lessee Property.

“Regulatory Suspension” shall mean the enactment or application of any law, order, rule, or regulation of the Kentucky Public Service Commission, Federal Energy Regulatory Commission, or other local, state, or federal government authority having jurisdiction over the Project or Lessee, or the failure of any such governmental authority to issue an approval or permit pursuant to any such law, order, rule, or regulation, which results in the delay, interruption, or suspension of the production, sale or transmission of electricity from the Solar Panels.

“Removal Obligations” has the meaning set forth in Section 6(e).

“Roadway Improvements” means all improvements that may be necessary or desirable to construct, maintain, and repair any new and existing roadways and other means of ingress and egress over, across, and along the Leased Premises, including paving or surfacing of the roadways with asphalt, gravel, or other roadway materials, installation of road signs, and the construction and installation of culverts, bridges, drainage ditches, gates, cattle guards, and similar structures and facilities.

“Solar Panels” means any photovoltaic energy system designed for the generation of electrical power from the collection of sunlight, including the photovoltaic panels, foundations, support structures, braces, and related equipment.

“SNDA” has the meaning set forth in Section 7(f).

“Storage Facilities” means all improvements, equipment, batteries, switches, transformers, and other devices for storage of electrical energy, together with all structures, equipment, enclosures, fencing, security devices, and other ancillary facilities related thereto.

“Substation” means electrical lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, all structures, equipment, enclosures, fencing, security devices, and other electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the Project to make it suitable for transmission on, and to deliver it to, an electric power grid or other system.

“Taxes” has the meaning set forth in Section 10(a).

“Telecommunication Facilities” means all Improvements whose purpose is to provide telecommunication services relating to the Project or any of Lessee’s solar powered projects, including telephone, closed-circuit television, microwave, internet, computer data, and other telecommunication services.

“Term” means the Lease and Easement Term.

“Termination Notice” has the meaning set forth in Section 16(a)(ii).

“Transmission Service Provider” means the utility that owns or operates the equipment and facilities to transmit electric energy on the electric power grid or other system.

“Weather Instrument” means instruments used primarily to gather sunlight and meteorological data relating to the Project, and to transmit such data, including such instruments’ foundations, guy wires, sunlight and meteorological data acquisition equipment, power source, and any required data and electrical transmission lines.

EXHIBIT B

Legal Description of Leased Premises

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 shaded in yellow below

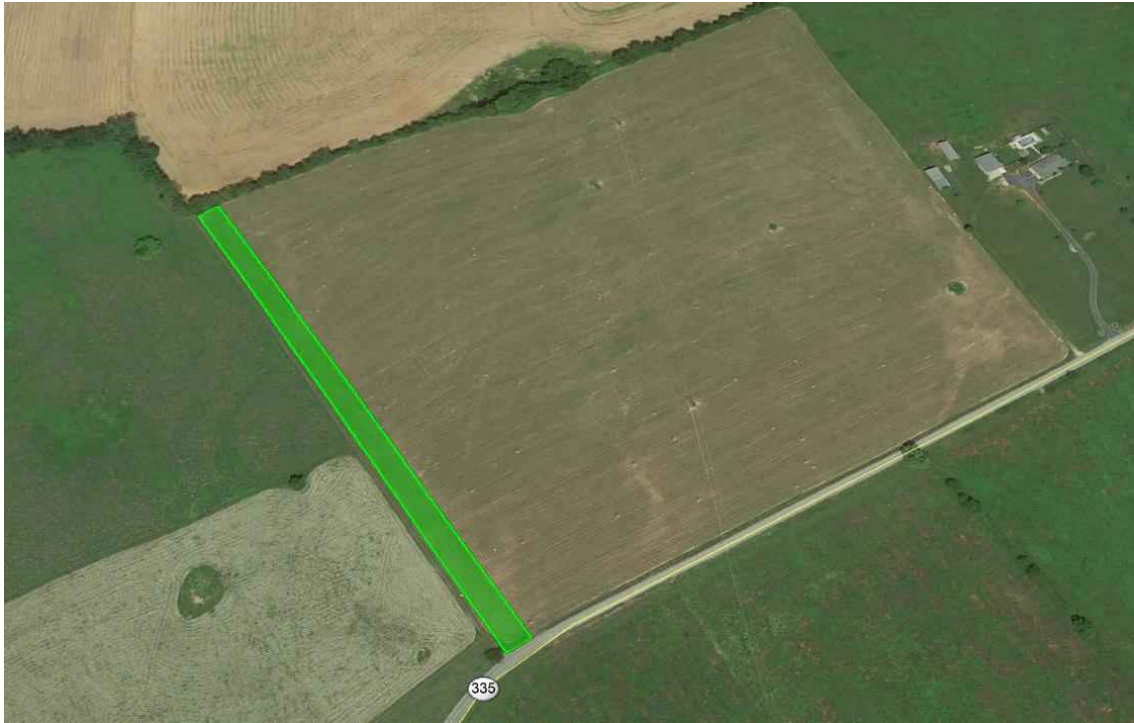


The final metes and bounds legal description of the Leased Premises will be determined by Lessee's ALTA survey.

EXHIBIT B-1

Legal Description of Transmission Easement Area

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 shaded in yellow below.



The final metes and bounds legal description of the Transmission Easement Area will be determined by Lessee's ALTA survey.

EXHIBIT C

Lease and Easement Compensation

1. Payment for Lease and Easements.

(a) During the Development Term, Lessee agrees to pay Owner the amounts set forth below, on or before the respective due dates, in each case based on the acreage determined by the calculation stated in Exhibit D (as it may be adjusted in accordance with Section 4(f) of this Agreement):

Amount	Due Date
	Within 60 days following Effective Date
	6-month Anniversary of Effective Date
	12-month Anniversary of Effective Date
	18-month Anniversary of Effective Date
	24-month Anniversary of Effective Date
	30-month Anniversary of Effective Date
	36-month Anniversary of Effective Date
	42-month Anniversary of Effective Date
	48-month Anniversary of Effective Date
	54-month Anniversary of Effective Date

In the event that Owner reasonably disputes the acreage calculation as determined in Exhibit D or as re-determined following Lessee’s exercise of its right to partially terminate this Agreement as to any part of the Leased Premises pursuant to Section 4.7 of this Agreement and Owner reasonably believes that the acreage amount determined by Lessee is in error by two or more acres, then Owner shall have the right to engage a surveyor to calculate the acreage then contained in the Leased Premises at Owner’s cost and expense and the parties shall cooperate in good faith to resolve any discrepancies that may be disclosed by Owner’s survey.

(b) During the Construction Term, Lessee agrees to pay Owner [REDACTED] (payable within 30 days following the Construction Notice Date), and thereafter [REDACTED] (payable within 30 days following the end of such month), in each case based on the acreage determined by the calculation stated in Exhibit D.

(c) During each year of the Production Term and the Extended Production Term, if applicable, Lessee shall pay to Owner [REDACTED], as consideration for the Lease and Easements (such annual amount, the “Annual Installment Payment”). “Applicable Acreage” shall mean the amount determined by the calculation stated in Exhibit D.

(d) The Annual Installment Payment for any partial year shall be prorated based on the number of days in the partial year included in the Term. If any part of the Improvements is removed before the end of the Term, future Annual Installment Payments due from Lessee to Owner for the Lease and Easements shall be reduced by the acreage attributable to the Improvements removed. If any part of the Improvements remains after the end of the Term, Lessee shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Lessee’s Removal Obligations are fulfilled. However, such payments shall not excuse Lessee from its Removal Obligations, nor extend the time for Lessee to comply with such Removal Obligations.

(e) For the avoidance of doubt, from and after Lessee's delivery of Exhibit D to this Agreement, the Applicable Acreage (as defined in this Exhibit C) shall be calculated by reference to the acreage set forth on Exhibit D.

(f) Lessee shall pay to Owner together with each Annual Installment Payment during the Production Term an annual payment in the amount of [REDACTED]. The prorated portion of such payment for the first partial year of the Production Term shall be made within 30 days following commencement of Commercial Production.

2. Timing of Payments. [REDACTED]

[REDACTED] For example, the Annual Installment Payment for the 2019 calendar year would be due on or before February 28, 2020. After Lessee delivers Exhibit D to Owner, any increase to the Annual Installment Payment shall be paid by Lessee within 30 days following delivery of Exhibit D, and any decrease to the Annual Installment Payment shall be credited against the next Annual Installment Payment due from Lessee to Owner.

3. Payment Allocation. All payments to Owner shall be made based on the following allocation:

Percentage	Payee
100%	[to Owner]
[]%	Name Address
[]%	Name Address
**%	<i>[replicate as necessary]</i>

Lessee shall not be required to pay any amounts to Owner or any designated payee until it receives a completed and signed Form W-9 from Owner or such payee.

HOLDING PAGE FOR EXHIBIT D

Preliminary Lease and Easement Improvement Plan and Acreage Calculation

[to be delivered by Lessee with Construction Notice]

SOLAR LEASE AND EASEMENT AGREEMENT

This **SOLAR LEASE AND EASEMENT AGREEMENT** (this “Agreement”), dated and effective on ~~January~~February __, 2021 (the “Effective Date”), is made by and between [REDACTED] (“Owner”), and LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company (“Lessee”). Owner and Lessee are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Owner is the fee simple title owner of certain real property located in Hart County, Kentucky, being known as Hart County Assessor’s Parcel No. 056-00-00-040.00 (the “Land”), consisting of 208.79 acres, more or less;
- B. Lessee wishes to develop on a portion of the Land, consisting of approximately ~~136~~130 acres, as more particularly described and depicted in Exhibit B (the “Leased Premises”), a solar power electrical generation and/or energy storage facility (with all related infrastructure as described herein, the “Project”), and, if it so elects, to construct, operate, and maintain the Project; and
- C. Lessee desires to lease from Owner, and to enjoy associated easements and rights of way over, all or a portion of Leased Premises, and Owner desires to grant to Lessee the lease and easements rights described in this Agreement.

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

AGREEMENT

1. Defined Terms; Construction.

- (a) Definitions. Except as otherwise explicitly provided herein, when used in this Agreement, capitalized terms shall have the meanings ascribed to them in Exhibit A, or in the applicable Section of this Agreement to which reference is made in Exhibit A.
- (b) Rules of Construction. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires (i) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting any gender shall include all genders as the context requires; (ii) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (iii) the terms “hereof,” “herein,” “hereunder,” “hereby,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iv) when a reference is made to a Section or Exhibit, such reference is to a Section or Exhibit of this Agreement unless otherwise specified; (v) the words “include,” “includes,” and “including” shall be deemed to be modified by the words “without limitation” or “including, but not limited to,” unless otherwise specified; (vi) the use of the word “or” is not intended to be exclusive unless expressly indicated otherwise or the context so requires; (vii) the word “shall” shall be construed to have the same meaning and effect

of the word “will”; (viii) a reference to any Party to this Agreement or a Person party to any other agreement or document shall include such Party’s or Person’s successors and permitted assigns; and (ix) a reference to any Law means such Law as amended, modified, codified, replaced, or reenacted, from time to time, and all rules and regulations promulgated thereunder.

2. **Grant of Lease**. Beginning on the Effective Date and for the Lease and Easement Term, Owner leases to Lessee, and Lessee leases from Owner, the Leased Premises in accordance with the terms and conditions of this Agreement (“Lease”). The Lease grants Lessee and its agents, contractors, and employees the right to use the Leased Premises for the following permitted uses (collectively, the “Lease Rights”):

- (a) **Development Rights**. Lessee and its employees, agents, and contractors shall have the right to enter upon the Leased Premises and the right of ingress and egress over and across the Leased Premises for the purposes of (i) surveying the Leased Premises, (ii) performing such other tests and studies as Lessee may desire in connection with development of the Project, including environmental, avian, and cultural resource assessments, and geotechnical, foundation, and soil tests; provided that such activities do not unreasonably interfere with Owner’s use of the Leased Premises, and (iii) installing, maintaining, operating, inspecting, and removing one or more Weather Instruments (including the fencing of said Weather Instruments) and performing all tests and studies associated therewith. During the Development Term, Owner shall not permit any individual or entity other than Lessee (or its employees, agents, and contractors) to install any Weather Instruments on the Land or grant to any other party the right to develop any solar generation or energy storage facility on the Land.
- (b) **Construction Right**. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove all or any part or component of the Improvements. Lessee may exercise its right to use all or any part of the Leased Premises when, as, and if Lessee deems it necessary or advisable to do so to perform the activities for which this right is granted, including staging areas and parking for Lessee’s employees, irrespective of whether such Improvements or staging areas are located, or are planned to be located, on the Leased Premises, subject to the provisions of Section 6(d) below.
- (c) **Access Right**. Lessee and its employees, agents, and contractors shall have unobstructed vehicular and pedestrian access and ingress to and egress from the Improvements, the Leased Premises, and any public roadways, and the right to construct, maintain, relocate, and utilize Roadway Improvements on the Leased Premises. Owner shall not permit others to obstruct or damage the roads or Roadway Improvements located on the Leased Premises or in any other way interfere with any rights granted in this Agreement. Lessee shall repair any damage done to Roadway Improvements that result from use by Lessee, its employees, agents, and contractors. Lessee shall maintain such roads in the condition necessary for use by Lessee’s equipment, and in the case of existing roads, in at least the condition that existed prior to Lessee’s use suitable for farm and ranch vehicles and equipment.
- (d) **Solar Panels Right**. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Solar Panels and the appurtenant Collection Facilities, together with associated roads and parking areas on the Leased Premises.

- (e) Collection Facilities Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Collection Facilities on and under the Leased Premises.
- (f) Substation Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove one or more Substations on the Leased Premises.
- (g) Telecommunication Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Telecommunication Facilities on and under the Leased Premises.
- (h) Weather Instrument Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove a Weather Instrument and the appurtenant Collection Facilities on the Leased Premises.

3. **Grant of Easements**. Beginning on the Effective Date and for the Lease and Easement Term, Owner grants to Lessee, and Lessee accepts from Owner, the following easements over and across the Leased Premises (and if applicable, Owner's Adjacent Property (as such term is defined below)) in accordance with the terms and conditions of this Agreement. The following easements are for the benefit of Lessee and Lessee's agents, contractors, and employees and are collectively referred to as the "Easements," and the associated rights, the "Easement Rights":

- (a) Sun Non-Obstruction Easement. Owner grants to Lessee, and Lessee accepts from Owner, an irrevocable, exclusive easement for the right and privilege to use, maintain, and capture the free and unobstructed sunlight over and across the Leased Premises ("Non-Obstruction Easement"). Owner shall not engage in any activity or construct or permit to be constructed any structure on the Leased Premises or any other neighboring property owned or controlled by Owner (including, without limitation, the Land, "Owner's Adjacent Property") that might interfere with the solar irradiance or insolation over any portion of the Leased Premises; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Lessee's operation of the Project or exercise of any rights granted in this Agreement, including, without limitation, by the emission of suspended particulate matter, smoke, fog, steam, or other airborne impediments to insolation (collectively "Interference"). ~~Owner specifically covenants and agrees that any structure which shall be built on the~~ Notwithstanding the foregoing, Owner shall be permitted to construct on Owner's Adjacent Property ~~shall have~~ any structure that has a height (including antennas or other projections) no greater than one-half of the distance between such structure and the Leased Premises. The grant of this Non-Obstruction Easement expressly includes the right of Lessee to enforce Lessee's rights, including the physical removal of trees or structures (except trees and structures existing as of the Effective Date unless otherwise agreed in writing by Owner) located on the Leased Premises and Owner's Adjacent Property causing Interference to the Project contemplated by Lessee. Lessee shall provide reasonable notice to Owner prior to making any such removals and shall remove any trees in a manner that prevents any regrowth.
- (b) Effects Easement. Owner grants to Lessee, and Lessee accepts from Owner, an easement over the Leased Premises and Owner's Adjacent Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project.

- (c) Transmission and Access Easement. Owner grants to Lessee, and Lessee accepts from Owner, (a) a non-exclusive ~~one hundred fifty (10050)~~ foot wide easement above, on, under, over, across and through that part of the Land depicted on Exhibit B-1 hereto (the “Transmission Easement Area”) in a location reasonably approved by Owner for the purposes of construction, maintenance, operation, removal, repair, and replacement of equipment for the transmission of electricity, including communication cables; electrical lines; trenches; wires; and appurtenant equipment (“Transmission Systems”); (b) a non-exclusive easement of access on, over, across and through the Transmission Easement Area for the purpose of ingress, egress and regress from and to the Transmission Systems and the Leased Premises; and (c) non-exclusive temporary work space easements not to exceed ~~twenty-five (25)~~ feet on either side of the Transmission Easement Area for the purpose of the construction, maintenance, removal, repair and replacement of the Transmission Systems from time to time.
- (d) Waiver of Setbacks. Subject to the other terms and conditions of this Agreement, Owner consents to Lessee’s installation and operation of Improvements at any location upon the Leased Premises and ~~Owner Adjacent Property~~or the Transmission Easement Area, including at or near the property lines. If any private agreement or restriction, or any law, rule, or ordinance of any governmental agency, imposes setback requirements or otherwise restricts the location of any component of the Improvements on the Leased Premises, ~~on Owner’s Adjacent Property, or the Transmission Easement Area~~ or along or near property lines of the Leased Premises or Owner’s Adjacent Propertythe Transmission Easement Area , Owner shall (at no out-of-pocket cost or expense to Owner) cooperate with and assist Lessee in Lessee’s efforts to obtain waivers or variances from such requirements and shall execute all further documents evidencing Owner’s agreement to the elimination of such setback requirements.

4. Lease and Easement Term. The Lease and Easement Term shall commence on the Effective Date.

- (a) Development Term. The “Development Term” component of the Lease and Easement Term shall commence on the Effective Date and shall continue to until (i) Lessee gives notice to Owner that it is entering the Construction Term (the “Construction Notice”; the date of such notice, if any, the “Construction Notice Date”), or(ii) the fifth anniversary of the Effective Date, whichever occurs first. If Lessee fails to give the Construction Notice prior to the expiration of the Development Term, this Agreement, and all rights of Lessee hereunder, shall automatically terminate.
- (b) Construction Term. The “Construction Term” component of the Lease and Easement Term, if any, shall commence on the Construction Notice Date, and shall continue until the first to occur of (i) Commercial Production, and (ii) the Outside Construction Date.
- (c) Production Term. The “Production Term” component of the Lease and Easement Term, if any, shall commence on the first to occur of (i) the first date of Commercial Production, or (ii) the Outside Construction Date, and shall continue for 30 years thereafter. Lessee shall provide Owner with ~~a courtesy written~~ notice of the commencement of ~~Commercial~~the Production Term within thirty (30) days following the date of such commencement, but the failure to provide notice of such date shall not affect Lessee’s rights hereunder. For avoidance of doubt, a failure of the Project to achieve Commercial Production prior to the Outside Construction Date shall not be a

default hereunder; rather, it shall only serve to inflect the term of this Agreement to the Production Term from the Construction Term.

- (d) Extended Production Terms. Lessee shall have the right to extend the Production Term for two consecutive terms of five years each in accordance with the terms and provisions of this Agreement (each, an “Extended Production Term”) by providing written notice to Owner of Lessee’s intent to so extend the Production Term by no later than 60 days prior to the end of the Production Term, or, if applicable, the initial Extended Production Term. Each Extended Production Term shall begin on the expiration date of the Production Term or the previous Extended Production Term, as applicable.
- (e) Delays During Lease and Easement Term. At Lessee’s option, any component of the Lease and Easement Term and the Outside Construction Date may be extended on a day-for-day basis for any period during which construction or operation of the Project, or the exercise of any other Lease Rights or Easement Rights, is delayed or suspended because of the occurrence of a Regulatory Suspension or Force Majeure; provided, however, that no such extension shall excuse Lessee’s obligations to make any payment to Owner required by this Agreement. The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure event, provided that: (i) the non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, but in no event later than 30 days thereafter, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; (iii) the non-performing Party uses good faith and commercially reasonable efforts to remedy its inability to perform; and (iv) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, each Party shall give prompt written notification thereof to the other Party.
- (f) Termination by Lessee / Reduction in Size of the Leased Premises. Provided Lessee is not in default under any term of this Agreement beyond any applicable notice and cure period, Lessee, at its option, shall have the right to terminate this Agreement at any time during the Lease and Easement Term, as to all or any part of the ~~Leased Premises~~, Lessee Property, which termination shall be effective upon providing written notice of such termination to Owner. If Lessee’s notice is a full termination of this Agreement as to all of Lessee Property, the Parties shall be relieved of all further duties and obligations under this Agreement, except for (i) payment of any accrued and unpaid obligations owed by either Party as of the date of termination; (ii) removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any partial termination by Lessee, the Parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof so terminated by Lessee, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of this Agreement. The Parties agree to execute an amendment to this Agreement evidencing such partial termination upon the request of Lessee.

5. **Payments**. Lessee agrees to pay Owner the amounts set forth in Exhibit C as consideration for the Lease, Easements, ~~and~~ Lessee’s other rights and interests in the Leased Premises and the

[Transmission Easement Area and Lessee's rights set forth in Sections 3\(a\) and 3\(b\) of this Agreement with respect to the](#) Owner's Adjacent Property.

6. **Improvements.**

- (a) **Rights of Lessee.** Lessee shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, repair, replace, relocate, and remove all facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials, and property of every kind and character necessary or desirable in the reasonable opinion of Lessee for the construction and operation of portions of the Project on the Leased Premises and the Transmission Easement Area, including the Solar Panels, Collection Facilities, Substations, Weather Instruments, Storage Facilities, and Roadway Improvements, together with related appurtenances (collectively, the "Improvements").
- (b) **Ownership of Improvements.** Except as otherwise provided in Section 9(f), all Improvements shall at all times remain the property of Lessee, and Owner shall have no right, title, or interest therein. All Improvements constructed or placed on the Leased Premises [or the Transmission Easement Area](#) by Lessee during the Term may be repaired, replaced, relocated, removed, added to, or expanded upon by Lessee at any time during the Term. Owner expressly waives any statutory lien or common law liens on the Improvements to which Owner might be entitled.
- (c) **Construction Liens.** Lessee shall not permit any liens arising out of Lessee's use of Lessee Property under this Agreement to be filed against [Owner's interest in](#) the Leased Premises or the Land. Lessee shall, within 60 days after it receives notice of the lien, provide a bond or other security that Owner may reasonably request, or remove such lien from the Leased Premises or the Land in the manner provided by applicable law.
- (d) **Location of Improvements.** The net acreage required from the Leased Premises for the Improvements for which the Lease and Easements are being granted (and the ultimate location of such Improvements) cannot be determined until the completion of Lessee's inspection, testing, study, and surveying of the Leased Premises during the Development Term. Along with the Construction Notice, Lessee shall deliver to Owner a plan of development showing the contemplated locations of the Improvements and a calculation of the net acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as Exhibit D to this Agreement, and shall confer with Owner to minimize any interference with Owner's use of any of Owner's Adjacent Property or any of the Leased Premises that is not included in the Project; provided, Lessee shall have discretion as to the ultimate location of the Improvements. During the final development and construction of the Project, such locations may need to be amended in Lessee's discretion. Further, following construction, the Improvements may need to be relocated or rerouted by Lessee, which Lessee may perform at any time during the Term of this Agreement, so long as the nature and extent of any such relocated or rerouted Improvements are not materially different and impose no materially greater burden on the Leased Premises than the original locations or routes, and so long as Lessee takes commercially reasonable efforts to minimize disruption or inconvenience to Owner. Within 10 days following the request of Lessee from time to time, Owner shall enter into an amendment of this Agreement and/or any recorded memorandum hereof in order to more particularly describe the Lessee Property.

(e) Removal of Improvements. Upon full or partial termination of any of the Lease Rights or Easements, Lessee shall remove all Improvements and restore the area formerly occupied by the Improvements to substantially the same physical condition that existed immediately before the construction of the Improvements to the extent reasonably practicable (the “Removal Obligations”). At Owner’s request, all or any part of the Roadway Improvements may be left for use by Owner. Owner hereby grants Lessee all rights of access, including after full or partial termination of any of the Lease Rights or Easements, to fulfill the Removal Obligations. No later than the ~~15th anniversary of the commencement of Commercial Production~~the Construction Term, Lessee shall post a bond or letter of credit with sufficient surety to pay for the cost of removal of the Improvements from Owner’s land and to restore Owner’s land to its pre-construction condition, net of the salvage value of the equipment to be removed, as determined by an independent equipment appraiser selected to the mutual satisfaction of Owner and Lessee; provided, however, that to the extent that any governmental authority requires a decommissioning or restoration bond, letter of credit, cash deposit, or other security to cover Lessee’s removal and restoration obligations under this Agreement, then Lessee shall comply with the requirements of such governmental authority. Lessee’s compliance with such governmental decommissioning and restoration requirements is agreed, and shall be deemed, by Owner to fulfill and replace all of Lessee’s obligations of this Section 6(e).

7. **Ownership and Title Matters**. Owner warrants and represents to Lessee as follows:

- (a) Authority. Owner represents and warrants that it is the holder of fee simple title and is the sole owner of the ~~Leased Premises and the Owner’s Adjacent Property~~Land and has the unrestricted right and authority to sign this Agreement and to grant Lessee the Lease and Easements and other rights granted in this Agreement. If Owner is an individual, Owner represents and warrants that either (i) Owner is unmarried or (ii) Owner’s spouse has joined in the execution of this Lease, or (iii) Owner is married but dealing in his/her sole and separate property. When signed by both parties, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.
- (b) Other Agreements. The Leased Premises and the Transmission Easement Area are not subject to any other agreements, options, rights of first refusal or other prior right of any party to purchase, lease or acquire easements in the Leased Premises or the Transmission Easement Area, or create any prior claim or right that would preclude or interfere with Lessee’s rights and interests under this Agreement and the Lease and Easements.
- (c) Minerals. Except to the extent disclosed by Owner to Lessee at the time of the execution of this Agreement by Owner, Owner owns all of the oil, gas and other minerals, and all rights thereto as on or under the Leased Premises and the Transmission Easement Area. Owner shall use its best efforts to help Lessee, if requested (at no out-of-pocket cost or expense to Owner), obtain from any mineral rights holder existing as of the date hereof (or any lessee or holder of a working interest, if applicable) (collectively, with any future holders of mineral rights, the “Subsurface Rights Holder”) a commercially reasonable surface use waiver, surface use accommodation agreement, non-disturbance agreement, or other similar instrument. During the Development Term and Construction Term, Owner shall not grant to any

prospective Subsurface Rights Holder any right to use the surface of the Leased Premises or the Transmission Easement Area without the prior written consent of Lessee, not to be unreasonably withheld, conditioned, or delayed. During the Production Term, Owner may grant to Subsurface Rights Holders the right to use the surface of the Leased Premises or the Transmission Easement Area (excluding any Lessee Property), provided that such use does not interfere with Lessee's rights hereunder as determined by Lessee in the exercise of its reasonable discretion. In no event shall Owner grant to any future Subsurface Rights Holder any right to use the Leased Premises or the Transmission Easement Area in a manner that could reasonably be expected to result in loss of subjacent support to the Project.

- (d) Owner Mortgage. Except as disclosed by Owner to Lessee in writing at the time of the execution of this Agreement by Owner, there are no mortgages encumbering the Leased Premises or the Transmission Easement Area ("Owner Mortgage").
- (e) Notice and Opportunity to Cure. If there is an Owner Mortgage that encumbers the Leased Premises and/or the Transmission Easement Area and Owner receives from the holder thereof ("Owner Mortgagee") any notice that payments are overdue, Owner shall notify Lessee and each Lessee Mortgagee by sending a copy of such overdue payment notice to Lessee by the earlier of (i) five days after receipt, or (ii) three business days prior to the date by which a default under or in respect of such Owner Mortgage could occur. If Lessee or any Lessee Mortgagee determines that it would be in Lessee's interest to make such payments to Owner Mortgagee on Owner's behalf, whether as a result of receiving such notice or otherwise, Lessee shall have the right to make such payments and to credit the payments so made against the Annual Installment Payments until Lessee is fully reimbursed.
- (f) Subordination, Non-disturbance, and Attornment Agreement. If there is an Owner Mortgage that encumbers the Leased Premises and/or the Transmission Easement Area, Owner shall cooperate with Lessee to obtain a Subordination, Non-disturbance and Attornment Agreement ("SNDA") in the form prepared and provided by Lessee, from each Owner Mortgagee, pursuant to which such Owner Mortgagee agrees, among other things, not to disturb Lessee's possession and use of the Leased Premises or the Transmission Easement Area. Lessee shall, at its sole cost and expense, record each such SNDA in the Official Records. If Owner fails to deliver a SNDA from each Owner Mortgagee, Lessee may, at its sole option, either (i) terminate this Agreement immediately upon written notice to Owner, or (ii) take such action as Lessee deems reasonably necessary to effect the rights granted to Lessee hereunder (including, without limitation, paying off Owner's Mortgage in whole or in part), and off-set all amounts expended in such efforts against the Annual Installment Payments and any other amounts due or that may become due hereunder or in respect hereof.

8. **Representations and Warranties of Owner**. Owner hereby makes the following further representations and warranties:

- (a) Physical Condition. Owner has no knowledge of any existing physical conditions of the Leased Premises or the Transmission Easement Area which would prevent, significantly restrict, or make more expensive Lessee's development of the Leased Premises or the Transmission Easement Area for the purposes specified in this Agreement, or that could, with the passage of time, or the giving of notice, constitute

a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

- (b) Legal Restrictions. Owner has no knowledge of any law, regulation, ordinance, or order of any local, state, or federal governmental authority that would prohibit or significantly restrict Lessee's development of the Leased Premises or the Transmission Easement Area pursuant to this Agreement. This Agreement does not violate any contract, agreement, instrument, judgment, or order to which Owner is a party or that affects the Leased Premises or the Transmission Easement Area. To the best of Owner's knowledge, the Leased Premises and the Transmission Easement Area are currently in full and complete compliance with all governmental laws, ordinances, orders, rules, and regulations applicable thereto.
- (c) No Litigation. No litigation is pending, and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Leased Premises or the Transmission Easement Area. If Owner learns of any litigation or administrative action proposed, threatened or instituted with respect to the Leased Premises and/or the Transmission Easement Area, Owner shall give Lessee notice within 30 days thereof.

9. **Use, Operation, and Maintenance.**

- (a) Exclusive Use by Lessee. Lessee shall have the exclusive right (i) to use and possess the Leased Premises in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to investigate, inspect, survey, and conduct tests of the Leased Premises and the Transmission Easement Area, including meteorological, environmental, archeological, and geotechnical tests and studies; (iii) to use and convert all of the sunlight resources on the Leased Premises and the Transmission Easement Area; and (iv) to undertake such other activities on the Leased Premises that may be related to the Project, including the storage of Solar Panels, materials, and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.
- (b) No Required Installation or Operation. Nothing in this Agreement shall be interpreted as imposing on Lessee any obligation to install Solar Panels or other Improvements on the Leased Premises, or to construct, install, or operate the Project on the Leased Premises. Lessee shall have the sole discretion to determine if and when any Solar Panels and other Improvements may be constructed on the Leased Premises, and if and when to commence the construction or operation of the Project on the Leased Premises.
- (c) Permits and Approvals. Lessee shall be responsible, at its sole cost and expense, for obtaining any governmental permits and approvals necessary for the construction and operation of the Project and the construction and operation of the Improvements. Owner shall cooperate, at no out-of-pocket cost or expense to Owner, with Lessee as necessary to obtain any governmental or utility approvals or permits, including signing any applications for such approvals.
- (d) Compliance with Laws. Lessee shall comply in all material respects with laws applicable to its use of the Leased Premises, the Transmission Easement Area and Lessee Property. Lessee shall have the right, in its sole discretion and at its sole

expense, in Lessee's name, to contest the validity or applicability to the Leased Premises, the Transmission Easement Area and Lessee Property of any law, ordinance, statute, order, regulation, property assessment, or the like made by any governmental agency or entity. Lessee shall control any such contest and Owner shall cooperate with Lessee in every reasonable way in such contest at no out-of-pocket cost or expense to Owner.

- (e) Care and Appearance. Lessee, in its exercise of the lease, easement, and other rights granted hereunder, shall, at all times, maintain the Leased Premises and the Improvements in a reasonably neat, clean, and presentable condition. Lessee shall not willfully damage or destroy the Leased Premises and shall keep the Leased Premises clean and free of debris created by Lessee, its contractors, or others brought on to the Leased Premises by Lessee. Lessee shall not use the Leased Premises for storage, except for materials, construction equipment, and vehicles directly associated with construction or maintenance of the Improvements on the Leased Premises or on adjacent or neighboring properties that are part of the Project.

- (f) Fences and Gates. Lessee shall consult with Owner as to the location of all fences, gates, and cattle guards that it intends to construct on the Leased Premises outside of the Lessee Property; provided, that Lessee shall have sole discretion as to the ultimate location of any fences, gates, and cattle guards necessary to safeguard the Project. At Owner's request, Lessee shall repair or replace any of Owner's fences, gates, or cattle guards on Owner's Adjacent Property damaged or removed in connection with Lessee's activities on ~~Owner's Adjacent Property~~ the Leased Premises or the Transmission Easement Area. Fences removed from the Leased Premises, if replaced, shall be re-built by Lessee at its expense in mutually agreeable locations. All fence repair and construction of Owner's fences, gates, or cattle guards shall be substantially similar to the construction of fences and cattle guards that exist on the Leased Premises as of the Effective Date. Once completed, all replacement fences, gates, and cattle guards shall be owned and maintained by Owner. Upon abandonment or termination of the rights granted to Lessee in this Agreement, any fences, gates, and cattle guards installed by Lessee shall remain and become the property of Owner. To minimize the need for temporary fencing, Owner will cooperate with Lessee to avoid pasturing animals on or near the Improvements during periods of construction, maintenance, or removal activity by Lessee. Owner will discuss with Lessee what temporary fencing is necessary during the periods of construction, maintenance, or removal activity by Lessee.

- (g) Roadway Maintenance and Repairs. Lessee agrees to maintain and repair all Roadway Improvements located on Lessee Property; provided, however, Owner shall repair any damage or perform any special maintenance of the Roadway Improvements caused by Owner or any Person using the Roadway Improvements with Owner's permission, other than Lessee, or if Owner fails to repair such damage or perform such special maintenance within 30 days following written notice from Lessee specifying the damage to be repaired or the special maintenance required then Owner shall reimburse Lessee for any costs and expenses incurred by Lessee to repair any such damage or perform any such special maintenance and if Owner so fails to reimburse Lessee, Lessee shall have the right to setoff such costs and expenses against such amounts as may become due and payable by Lessee hereunder.

- (h) Conservation Reserve Program. If Owner is a party to a Conservation Reserve Program contract (“CRP Contract”) with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410, Owner shall provide Lessee with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Lessee shall reimburse Owner for the penalties and interest, if any (including for any past payments received by Owner that must be repaid by Owner), assessed by ~~the~~ the U.S. Department of Agriculture as a result of the construction of the Improvements on the ~~Owner’s Adjacent Property~~ Leased Premises and the Transmission Easement Area. Owner shall cooperate with Lessee in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Improvements on the ~~the~~ Leased Premises and the Transmission Easement Area covered by a CRP Contract.
- (i) Damage to Landowner’s Property.
- (i) Crop Damage; Cattle. The parties anticipate and acknowledge that, in the exercise of Lessee’s construction rights granted under Section 2(b), Lessee may damage or destroy crops on the Leased Premises. If any of Owner’s growing crops are materially damaged or destroyed as a result of such activities of Lessee during the Construction Term, then Lessee shall promptly pay to Owner an amount equal to the greater of (x) the actual out-of-pocket costs theretofore incurred by Owner in planting, irrigating, and fertilizing such growing crops in the applicable calendar year (excluding any and all capital expenditures, including, without limitation, the cost of cattle, farm equipment, or machinery), or (y) the fair market value of such growing crops in their condition prior to such damage, destruction, or removal as established by multiple peril crop insurance historic yields for the immediately preceding 10 years. In the event that any cattle owned by Owner are injured or die as a result of negligent acts or omissions of Lessee, its contractors or employees on the Owner’s Adjacent Property, then Lessee shall ~~promptly~~ pay to Owner an amount equal to the fair market value of such cattle: within thirty (30) days following Lessee’s receipt of reasonable evidence (i) that the death or injury was caused by the negligent acts or omissions of Lessee, its contractors or employees on the Owner’s Adjacent Property, and (ii) of the fair market value of such cattle.
- (ii) Drain Tile or Irrigation System Damage. Prior to the commencement of the Construction Term, Owner shall provide Lessee with information regarding the location of any tile lines or irrigation systems that may be located on the Leased Premises or the Transmission Easement Area, including GPS coordinates if available. Lessee, in the exercise of its construction rights granted under Section 2(b), will take commercially reasonable steps to avoid damaging any such tile lines or irrigation systems on the Leased Premises. Lessee agrees to repair, replace, and/or reroute underground tile lines damaged during construction of the Project. Upon reasonable notice, Owner shall be given the opportunity to inspect the repair, replacement, or rerouting of tile or irrigation systems prior to being covered with topsoil.

10. Taxes.

- (a) Owner's Taxes. Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("Taxes") levied or assessed against the ~~Leased Premises~~ Land and all improvements thereon by governmental authorities, other than Lessee's Taxes referenced in Section 10(b) (Taxes, excepting Lessee's Taxes, "Owner's Taxes").
- (b) Lessee's Taxes. Subject to timely receipt from Owner and/or appropriate governmental agency of the relevant statement for Taxes pursuant to this Section 10(b), Lessee shall pay prior to delinquency any personal property Taxes on Improvements and/or any Taxes that were directly attributable to solar energy conversion equipment installed by Lessee and all increases (including any increases attributable to a change in the valuation from agricultural use) in the ad valorem property Taxes levied against the Leased Premises and/or the Transmission Easement Area that are assessed for the period from and after the date of this Agreement until the end of the Term hereof as a result of the installation of Lessee's Improvements and/or solar energy conversion equipment on the ~~Property~~ Leased Premises and/or the Transmission Easement Area ("Lessee's Taxes"). Lessee shall not be responsible for Taxes attributable to improvements installed by Owner or others on the Land or other Owner's Adjacent Property. Owner shall submit the annual statement for Taxes to Lessee within a reasonable time after the date Owner receives the statement from the taxing authority and in any event not less than 30 days prior to the date such Taxes are due and payable. In the event that Owner has been delinquent in payment of Owner's Taxes for a period of at least two years, Lessee may elect to have the statement for Taxes sent directly to Lessee. In such event, Lessee shall pay all Lessee's Taxes to the appropriate taxing authority prior to delinquency, and Owner shall pay to Lessee Owner's Taxes prior to delinquency (or Lessee may pay Owner's Taxes and offset such amount against the Annual Installment Payments). If Lessee receives such statement directly, Lessee shall submit a copy of the statement for Taxes to Owner within 30 days after the date Lessee receives the statement from the taxing authority. Any recapture liability associated with the change in use of the Leased Premises from agricultural use shall be paid by Lessee.
- (c) Failure to Pay. In the event either Party fails to pay their share of Taxes prior to delinquency, the other Party shall have the right to pay such Taxes and any accrued penalties or interest, which payments shall increase or be offset against other payments due under this Agreement.
- (d) Lessee's Right to Contest. Lessee may contest the legal validity or amount of any Lessee's Taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. With respect to any Lessee's Taxes which may constitute a lien on ~~Owner's Adjacent Property~~ the Land, Lessee shall promptly pay such Taxes unless the proceeding in which it contests such Taxes shall operate to prevent or stay the collection of the Taxes so contested or unless Lessee removes any such lien by bonding or otherwise. Owner agrees to render to Lessee all reasonable assistance in contesting the validity or amount of any such Taxes, with the exception of Taxes levied by Owner, including joining in the signing of any reasonable protests or pleading which Lessee may deem advisable to file; provided, however, that Lessee

shall reimburse Owner for its reasonable out-of-pocket expenses, including Attorneys' Fees, incurred in connection with providing such assistance.

11. **Mortgage of Lessee Property.**

- (a) **Right to Mortgage.** Lessee may, without requiring Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement and Lessee Property. These various security interests in all or a part of this Agreement and Lessee Property are collectively referred to as a "Lessee Mortgage" and holder of such security interest, a "Lessee Mortgagee". Any Lessee Mortgagee shall use Lessee Property only for the uses permitted under this Agreement. Whenever Lessee has granted a security interest under this Section 11, it will give Owner notice of the Lessee Mortgage (including the name and address of the Lessee Mortgagee for notice purposes) to Owner within 30 days; provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner to provide such Lessee Mortgage notice until the Lessee and its address is given to Owner.
- (b) **Notice of Default and Opportunity to Cure.** As a precondition to exercising any rights or remedies related to any alleged default by Lessee under this Agreement, Owner shall give written notice of the default to each Lessee Mortgagee at the same time it delivers notice of default to Lessee, specifying in detail the alleged event of default and the required remedy. Each Lessee Mortgagee or its designee shall have the right, but not the obligation, to cure any default as Lessee, and/or the right, but not the obligation, to remove any Improvements or other property owned by Lessee or such Lessee Mortgagee located on the Leased Premises and/or the Transmission Easement Area to the same extent as Lessee. The cure period for any Lessee Mortgagee shall be the later of (i) the end of the Lessee cure period under Section 16; (ii) 30 days after such Lessee Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 11(c). Failure by Owner to give a Lessee Mortgagee notice of default shall not diminish Owner's rights against Lessee, but shall preserve all rights of the Lessee Mortgagee or its designee to cure any default and to remove any Improvements or other property of Lessee or the Lessee Mortgagee located on ~~Owner's Adjacent Property~~the Leased Premises and/or the Transmission Easement Area.
- (c) **Extended Cure Period.** If any default by Lessee under this Agreement cannot be cured without the Lessee Mortgagee obtaining possession of all or part of Lessee Property, then any such default shall be deemed remedied if a Lessee Mortgagee: (i) within 60 days after receiving notice from Owner as set forth in Section 11(b), acquires possession of all or part of Lessee Property, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of Lessee Property performs all other obligations as and when the same are due in accordance with the terms of this Agreement (provided, however, that the Lessee Mortgagee will not be responsible to cure any outstanding defaults by Lessee that are not reasonably susceptible of cure). If a Lessee Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the 60-day period specified above for commencing proceedings shall be extended for the period of such prohibition.

- (d) Lessee Mortgagee Liability. Any Lessee Mortgagee whose interest in Lessee Property is held solely for security purposes, shall have no obligation or liability under this Agreement unless and until the Lessee Mortgagee succeeds to absolute title to Lessee Property and the rights of Lessee under this Agreement. Any Lessee Mortgagee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such absolute title.
- (e) Certificates. Within 20 days of Lessee's request as required in connection with any financing or refinancing of the Project or any proposed sale of the Project from time to time, Owner shall execute any estoppel certificates (certifying as to truthful matters, including that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Lessee or any Mortgagee may reasonably request from time to time. Owner's failure to execute and return any requested estoppel certificate within such 20-day period shall be deemed confirmation by Owner of the truthfulness of the statements contain in such estoppel certificate. The Parties shall negotiate in good faith any amendment to this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Lessee Mortgagee to implement the provisions contained in this Agreement or to preserve a Lessee Mortgagee's security interest.
- (f) Lessee Mortgagee's Right to Enforce Mortgage and Assign. Each Lessee Mortgagee shall have the right, in its sole discretion: (i) to assign its Lessee Mortgage; (ii) to enforce its lien and acquire title to all or any portion of Lessee Property by any lawful means; (iii) to take possession of and operate all or any portion of Lessee Property and to perform all obligations to be performed by Lessee under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of Lessee Property by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer all or any portion of the Lessee rights under this Agreement to a third party in accordance with Section 12. Any Lessee Mortgagee or other party who acquires Lessee's interest in all or a portion of Lessee Property pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Agreement.
- (g) New Lease and Easement Agreement.
- (i) If Lessee Property is foreclosed upon or there is an assignment in lieu of foreclosure, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, or if this Agreement terminates for any other reason, and, within 90 days after such event, Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Owner to cure any material defaults under this Agreement that are reasonably susceptible of cure, and for the payment of all Annual Installment Payments or other charges due and payable by Lessee as of the date of such event, then Owner shall execute and deliver to Lessee or such Lessee Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new lease and easement agreement ("New Agreement") which (A) shall be for a term equal to the remainder of the Term of this Agreement before giving effect to such rejection or termination; (B) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Lessee or any Lessee

Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of this Agreement); and (C) shall include that portion of Lessee Property in which Lessee or such other Lessee Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination.

- (ii) If more than one Lessee Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the Lessee Mortgagee requesting such New Agreement whose Lessee Mortgage is prior in time (unless the priority of such Lessee Mortgages is otherwise altered by any recorded instrument), and the written request of any other Lessee Mortgagee whose lien is subordinate shall be void and of no further force or effect. The provisions of this Section 11 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 11 were a separate and independent contract made by Owner, Lessee and each Lessee Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such New Agreement, such Lessee Mortgagee or other purchaser at a foreclosure sale may use and enjoy Lessee Property without hindrance by Owner or any Person claiming by, through or under Owner; provided that all of the conditions for the New Agreement as set forth above are complied with.

- (h) Lessee Mortgagee's Consent to Amendment, Termination, or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as any Lessee Mortgage remains outstanding, this Agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation, or release of all or any part of Lessee Property from Lessee, prior to expiration of the Term of this Agreement, without the prior written consent of the Lessee Mortgagee holding such Lessee Mortgage. This provision is for the express benefit of and shall be enforceable by each Lessee Mortgagee as if it were a party named in this Agreement.

12. **Assignment and Sublease.** Lessee shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of this Agreement or the ~~Leased Premises~~Lessee Property, on either an exclusive or a non-exclusive basis, or to grant sub-easements, co-easements, easements, licenses, or similar rights with respect to the ~~Leased Premises or the~~ Lessee Property (collectively, "Assignment"), to one or more Persons, which may include a Transmission Service Provider (each such Person, an "Assignee"). Each Assignee shall use the ~~Leased Premises or the~~ Lessee Property only for the uses permitted under this Agreement. When Lessee makes any Assignment under this Section 12, Lessee shall give written notice to Owner of such Assignment (including the interest conveyed by the Assignment and address of the Assignee for notice purposes) to Owner; provided, Lessee's failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such Assignment or conveyance until such notice is given. Owner shall notify Lessee promptly upon Owner's transfer of its fee title interest in and to the Owner's Adjacent Property, and Lessee shall be entitled to pay any amounts payable to hereunder to the prior title holder until such time as such notice is received. Owner shall not have the right to transfer its interest in and to this Agreement (including, without limitation, its right to receive payment hereunder) separate and apart from its fee interest in and to the Leased Premises and any such transfer or attempted transfer shall be void *ab initio*.

13. **Hazardous Materials; Environmental Laws.**

- (a) **Owner's Representations and Warranties.** Owner represents and warrants that, to the best of Owner's knowledge, the Leased Premises ~~is~~ and the Transmission Easement Area are not and has not been in violation of any Environmental Laws, and Owner has not received any notice or other communication from any governmental authorities alleging that the Leased Premises ~~is~~ or the Transmission Easement Area are in violation of any Environmental Laws. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of ~~Owner's Adjacent Property~~ the Leased Premises or the Transmission Easement Area, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of ~~Owner's Adjacent Property~~ the Leased Premises or the Transmission Easement Area. Owner warrants that Owner has done nothing to contaminate Leased Premises or the Transmission Easement Area with Hazardous Materials or wastes.
- (b) **Owner's Covenants.** Owner shall not violate any Environmental Law in, on, or under ~~Owner's Adjacent Property~~ the Leased Premises or the Transmission Easement Area.
- (c) **Owner's Indemnity Regarding Hazardous Materials.** Owner shall indemnify, defend, protect, and hold Lessee harmless from any Claims based on (i) any violation of Environmental Laws related to the Leased Premises or the Transmission Easement Area that exists as of the Effective Date, (ii) any violation by Owner or its employees, agents, or contractors of Environmental Laws, including the release of Hazardous Materials in, on, under, or about ~~Owner's Adjacent Property~~ the Leased Premises and/or the Transmission Easement Area, that occurs after the Effective Date. The indemnity obligations set forth herein shall survive termination of this Agreement.
- (d) **Lessee's Covenants.** Lessee shall, at Lessee's sole cost and expense, promptly take removal or remedial action required by Environmental Law regarding any Hazardous Materials brought onto the Leased Premises or the Transmission Easement Area by Lessee or its employees, agents, or contractors. Owner shall cooperate with Lessee regarding any scheduling or access to the Leased Premises or the Transmission Easement Area in connection with any action required hereunder.
- (e) **Lessee's Indemnity Regarding Hazardous Materials.** Lessee shall indemnify, defend, protect, and hold Owner harmless from any Claims based on (i) the violation by Lessee or its employees, agents, or contractors of any Environmental Law, or (ii) the release of Hazardous Materials in, on, under, or about the Leased Premises or the Transmission Easement Area caused by Lessee or its employees, agents, or contractors. The indemnity obligations set forth herein shall survive termination of this Agreement.

14. **Insurance and Indemnity.**

- (a) **Lessee Insurance.** At all times during the Term, Lessee shall maintain in effect (i) Commercial General Liability Insurance, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and (ii) Umbrella Liability Insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate. Lessee may meet these minimum insurance requirements with any combination of primary, excess, or self-insurance. Upon a written request by Owner, Lessee shall name Owner as additional insured on such

insurance policy and provide Owner with a certificate of such insurance or, if applicable, a letter of self-insurance.

- (b) Indemnity by Lessee. Lessee shall defend, indemnify, protect, and hold harmless Owner from and against all third party Claims that may be incurred, or that may be asserted against, Owner or the Leased Premises resulting from the negligence, willful misconduct, or breach of this Agreement by Lessee, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Owner, its agents, contractors or employees, invitees, licensees, or permittees.
- (c) Indemnity by Owner. Owner shall defend, indemnify, protect, and hold harmless Lessee from and against all third party Claims that may be incurred, or that may be asserted against, Lessee or Lessee Property resulting from the negligence, willful misconduct, or breach of this Agreement by Owner, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Lessee, its agents, contractors or employees, invitees, licensees, or permittees.
- (d) Survival. The obligations of the Parties under this Section 14 shall survive expiration or other termination of this Agreement.

15. **Confidentiality**. This Agreement includes confidential and proprietary information relating to Lessee and the Project. Owner agrees not to provide copies of this Agreement or disclose the terms of this Agreement to any unauthorized Person. Lessee authorizes Owner to provide copies of this Agreement and disclose its terms to Owner's family (with "family" being deemed to include all devisees or descendants of owner by will or intestacy), attorney, accountant, financial advisor, and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Owner and for no other purpose, so long as such authorized Persons either (a) agree in writing to become subject to the confidentiality provisions hereto and not to provide copies of this Agreement or disclose the terms thereof to any unauthorized Person, or (b) are otherwise required to keep such matters confidential. Owner shall, and shall cause such authorized Persons to, return all material containing any confidential information to Lessee immediately upon its request. Owner shall, and shall cause such authorized Persons to, destroy immediately upon request by Lessee such analyses, compilation, studies, or other documents, and any oral information will continue to be subject to the terms of this Agreement. Owner agrees that Lessee will have no adequate remedy at law if any Person violates any of the terms of this Agreement. In such event Lessee will have the right, in addition to any other rights Lessee may have, to obtain injunctive relief to restrain any breach or threatened breach by third party or specific enforcement of such terms plus reimbursement of Attorneys' Fees. Except as contemplated by the memorandum of lease described in Section 19(b), neither Party shall publish, file for public record, reproduce, or otherwise disseminate this Agreement or any of the terms and provisions hereof to any party, other than such authorized Persons set forth above, without the prior written consent of Lessee, which consent may be withheld for any reason and in Lessee's sole discretion.

16. **Default and Remedies**.

- (a) Lessee Payment Default. If Lessee shall fail to pay any amounts due as set forth in Exhibit C, which failure continues for more than 30 days from receipt of written notice from Owner that such amount is due, then Lessee shall be in default ("Lessee Payment Default") and Owner shall have the following remedies:

- (i) Collection of Payments. With or without terminating this Agreement, Owner may file a lawsuit against Lessee to collect any unpaid amounts set forth in Exhibit C together with interest thereon that accrues during the continuance of the Lessee Payment Default, calculated at a rate (“Default Rate”) equal to the lesser of (i) 10% per annum, or (ii) the maximum lawful rate.

- (ii) Terminate Agreement. Owner may not terminate this Agreement because of any Lessee Payment Default without first giving Lessee written notice of its intention to terminate this Agreement (“Termination Notice”), to be effective on a date to be specified by Owner that is at least 30 days after the date of the Termination Notice. If, by the date specified in the Termination Notice, Lessee fails to pay the amount required to cure the Lessee Payment Default (including interest at the Default Rate that accrues during the continuance of the Lessee Payment Default), Owner’s termination of this Agreement shall become effective on the date specified in the Termination Notice. Upon such termination, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination (including the amount owed by Lessee with respect to the Lessee Payment Default and interest payable with respect thereto); (ii) the removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Owner’s right to terminate this Agreement pursuant to this Section 16(a)(ii) is subject to and conditioned upon Owner giving any Lessee Mortgagee written notice and opportunity to cure the Lessee Payment Default as provided in Section 11(b).

- (iii) Other Lessee Default. Subject to the cure rights of any Lessee Mortgagee under Section 11, Lessee shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement other than a Lessee Payment Default as set forth in Section 16(a) and shall not cure such default within 30 days after receiving notice thereof from Owner (or if such default cannot be cured through the exercise of reasonable diligence within such 30-day period, if Lessee fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) (“Other Lessee Default”). The occurrence of any Other Lessee Default may only result in a cause of action by Owner under applicable law and, other than as set forth in this Section 16(a), Owner hereby waives all other rights it may have, in law or in equity, to terminate this Agreement prior to the expiration of the Term. In the event of any such Other Lessee Default, Owner shall, at least 30 days prior to commencing any cause of action, give written notice of the cause of such Other Lessee Default to Lessee, and any Lessee Mortgagee (of which it has been notified in writing) concurrently, specifying in detail the alleged event of such Other Lessee Default and the required remedy. If Lessee does not cure or commence curing such Other Lessee Default within 30 days of receipt of notice, the Lessee Mortgagee or its designee shall have the absolute right, but not the obligation, to substitute itself for Lessee and perform the duties of Lessee hereunder for the purposes of curing such Other Lessee Default. Owner expressly consents to such substitution, agrees to accept such performance,

and authorizes the Lessee Mortgagee or its designee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises [and/or the Transmission Easement Area](#) to complete such performance with all the rights, privileges and obligations of Lessee hereunder. Owner may cure any Other Lessee Default after Lessee's cure period has expired. If Owner at any time by reason of any Other Lessee Default, pays any sum or performs any act that requires the payment of any sum, the sum paid by Owner shall be due immediately from Lessee to Owner, together with interest on such sum calculated at the Default Rate.

- (b) Owner Default. Owner shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within 30 days after receiving notice thereof from Lessee (or if such default cannot be cured through the exercise of reasonable diligence within such 30-day period, if Owner fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) ("Owner Default"). Upon the occurrence of an Owner Default, Lessee shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) the right, but not the obligation, to cure such Owner Default, and the cost expended or incurred by Lessee to cure same shall be offset against the next payment or payments due under this Agreement by Lessee to Owner; (ii) terminate this Agreement without being liable for prosecution or any claim of damages therefor; and (iii) pursue any and all other action or remedies that may be available to Lessee at law or in equity, including all loss or damage which Lessee may suffer by reason of a termination of this Agreement.

17. Condemnation. ~~{UNDER REVIEW}~~

- (a) Complete Taking. If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of Lessee Property, or all of the Improvements thereon, for any public use or otherwise, then the interests and obligations of Lessee under this Agreement in or affecting Lessee Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of Lessee Property or the Improvements thereon, (ii) the date that Lessee is, in its sole judgment, no longer able or permitted to operate the Project on Lessee Property in a commercially viable manner, or (iii) the date of the condemnation judgment. Lessee shall continue to pay all amounts payable hereunder to Owner until the earlier of such dates, at which time the Parties shall be relieved of any and all further obligations and conditions to each other under this Agreement. No termination of this Agreement shall occur by reason of the foregoing terms and all right, title, interest, and estate of Lessee in and to Lessee Property shall continue hereunder unless and until terminated by any such exercise of power of eminent domain.
- (b) Partial Taking. If, at any time during the term of this Agreement, any authority having the power of eminent domain shall condemn one or more, but not all, of the Solar Panels, or any portion of the Improvements or Lessee Property, then the interest and obligations of Lessee under this Agreement as to those Solar Panels or any portion of the Improvements or Lessee Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes possession of such Solar Panels or any portion of the Improvements or Lessee Property, (ii) the date that Lessee is, in its reasonable judgment, no longer able or permitted to operate the Project on Lessee Property, or any portion thereof, in a commercially viable manner, or (iii) the

date of the condemnation judgment; and, unless this Agreement is terminated as hereinafter provided, this Agreement shall continue in full force and effect as to the remainder of the Solar Panels, Improvements and Lessee Property. If the remainder of the Solar Panels or any other portion of the Improvements or Lessee Property is or becomes insufficient or unsuitable for Lessee's purposes hereunder, as determined by Lessee in its sole discretion, then, subject to the rights of any Lessee Mortgagee under Section 11, Lessee shall have the right to terminate this Agreement as to the portion of Lessee Property to which Lessee continues to hold the rights, at which time the Parties shall be relieved of any further obligations and duties to each other under this Agreement.

(c) Apportionment, Distribution of Award. On any taking, all sums awarded, including damages and interest, shall be paid as follows:

- (i) Any portion of the award by the court on account of (A) the value of the leasehold estate under this Agreement for the remaining Term, assuming the exercise of each Extended Production Term, (B) the value of the Improvements, and (C) any cost or loss that Lessee may sustain in the removal and relocation of Lessee's Improvements, to Lessee;
- (ii) Any portion of the award by the court for Lessee's anticipated or lost revenues or profits, to Lessee;
- (iii) Any portion of the award by the court for Owner's lost revenues, to Owner; and
- (iv) All remaining amounts of the award, to Owner or Lessee consistent with applicable law;

provided that, in the event the award is not sufficient to cover items (i), (ii) and (iii) above in full, then the award or proceeds shall be apportioned between Owner and Lessee pro rata in accordance with the respective fair values thereof.

18. **Notice**. All notices, demands, or consents required under in this Agreement shall be given in writing, and may be given (a) by hand, in which case the notice shall be deemed effective when so delivered, (b) by certified United States Mail, postage pre-paid, in which case the notice shall be deemed to be effective on the third business day following deposit, (c) by delivery via a nationally recognized, overnight receipted courier service, in which case the notice shall be deemed to be effective on the next business day following delivery to such courier service, or (d) by e-mail transmission, in which case the notice shall be deemed effective on the date of such transmission, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in notice under this section):

Notice to Owner: _____

Attn: _____
e-mail: _____

Notice to Lessee: Leeward Renewable Energy Development, LLC
6688 N. Central Expressway, Suite 500
Dallas, Texas 75206
Attn: Legal Department
e-mail: legal@LeewardEnergy.com

19. **Miscellaneous Provisions.**

- (a) **Successors and Assigns.** The terms and provisions of this Agreement shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. In accordance with this Agreement, Lessee in its discretion may authorize other Persons to use Lessee Property for the purposes stated in this Agreement.
- (b) **Memorandum.** Simultaneously with the execution of this Agreement, the Parties shall execute and acknowledge a memorandum of solar lease and easement agreement to provide record notice of this Agreement, which shall be recorded by Lessee at Lessee's expense in the Official Records. At the termination of this Agreement by operation of time or for any other reason, Lessee shall execute, acknowledge, and record in the Official Records a full release of the memorandum so recorded, which shall terminate the memorandum of record.
- (c) **Entire Agreement.** This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.
- (d) **Amendments.** This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties and consented to by any Lessee Mortgagee. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.
- (e) **Legal Matters.** This Agreement shall be governed by and interpreted in accordance with the then existing laws of the Commonwealth of Kentucky, and the state and federal courts situate in Kentucky shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement. The parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good-faith negotiation for a period of fifteen (15) days following delivery of written notice by one party to the other describing with reasonable particularity the nature of the dispute, including citations to the provisions of this Agreement that the party delivering such notice believes have been breached by the other party. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, within such time period, then the parties shall engage in a mediation process in which the parties shall engage a third-party neutral mediator unaffiliated with either party who shall, within thirty (30) days following his or her engagement, convene a meeting of the parties to hear presentations by each party regarding the dispute and work with the parties to attempt to resolve the dispute. Each party agrees to cooperate in good faith with such mediation and the parties shall share equally all costs of the mediation. If, despite such good faith efforts, the parties are unable to resolve such dispute within ninety (90) days following the engagement of the mediator, then each shall have all remedies available at law or in equity and as provided by this

Agreement. ~~OWNER AND LESSEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT.~~

- (f) Waiver of Consequential Damages. NEITHER PARTY, NOR ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, OR EMPLOYEES, SHALL HAVE ANY LIABILITY FOR CLAIMS, SUITS, ACTIONS, OR CAUSES OF ACTION FOR INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT, MULTIPLE, OR CONSEQUENTIAL DAMAGES (INCLUDING CLAIMS FOR LOST PROFITS) CONNECTED WITH OR ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTION TAKEN OR NOT TAKEN IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, INCLUDING ANY SUCH DAMAGES THAT ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, OR ANY OTHER THEORY OF LIABILITY, EXCEPT TO THE EXTENT INCLUDED IN THIRD PARTY CLAIMS COVERED BY THE INDEMNIFICATION PROVISIONS OF SECTION 13 AND SECTION 14 AND EXCEPT TO THE EXTENT ARISING OUT OF ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 15.
- (g) Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.
- (h) Tax Credits. If under applicable law Lessee becomes ineligible for any currently existing tax credit, benefit, or incentive for alternative energy expenditure established by any local, state, or federal government, then, at Lessee's option, the Parties shall negotiate in good faith to amend this Agreement or replace it with a different instrument so as to convert Lessee's interest in Lessee Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit, or incentive. Such amendment or instrument shall not impair any of Owner's rights or increase the burdens or obligations of Owner under this Agreement.
- (i) Approvals. Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld, conditioned, or delayed.
- (j) Authority. Each Party warrants that its respective signatory has the authority to execute this Agreement on behalf of such Party and that each such entity has executed this Agreement pursuant to its organizational documents or a resolution or consent of its Board of Directors or other governing body.
- (k) Time of Essence. Time is of the essence of each provision of this Agreement.

- (l) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.
- (m) Attorneys' Fees and Costs. In the event of any litigation arising between the Parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, paralegals' fees, expert fees, and court costs, plus the cost of collection, at all trial and appellate levels (collectively, "Attorneys' Fees"); provided, however, that any attorney's fees to the extent (and only to the extent) they exceed \$■■■■ per hour (as such amount may be adjusted in accordance with the Consumer Price Index from and after the year 2020) shall not be reimbursed hereunder. This paragraph shall survive expiration or termination of this Agreement.
- (n) Brokerage. The Parties hereby each represent and warrant to the other that no broker or finder has been engaged in connection with this Agreement. In the event any claim for any brokerage commission or fee is asserted against Owner or Lessee in connection with this Agreement, the Party at fault shall indemnify, save harmless, and defend the other Party from and against such claim (including Attorneys' Fees). This section shall survive expiration or earlier termination of this Agreement.
- (o) Quiet Enjoyment. Subject to the terms of this Agreement, Lessee shall have the quiet use and enjoyment of the Lessee Property in accordance with the terms of this Agreement without any suit, claim, or interference of any kind by Owner or any other person or entity.
- (p) Further Assurances. Each Party agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as may be reasonably necessary to fully effectuate each and all of the purposes and intent of this Agreement. Without limiting the generality of the foregoing, within 10 days after receipt of a written request made from time to time by Lessee, Owner shall: (i) enter into any reasonable amendment hereto (A) to correct an error in this Agreement, (B) in the event that the title insurance commitment and/or survey of the Owner's Adjacent Property obtained by Lessee discloses any error in the legal description attached hereto, including without limitation a typographical error, a missing call or a failure to close, to amend such legal description (including by replacing said legal description with a revised description prepared or provided by Lessee's surveyor or title company), or (C) to cause this Agreement to comply with all applicable laws; provided that such amendment shall not materially limit Owner's rights hereunder or materially increase Owner's obligations hereunder; (ii) execute and deliver to Lessee an owner's affidavit, in form and substance reasonably acceptable to Owner, requested by any title company or attorney reviewing title to the Lessee Property; (iii) join with Lessee in the signing of any protest, petition, appeal, or pleading that Lessee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits, and/or approvals, in each case as Lessee may deem necessary or desirable for Lessee's development and use of the Lessee Property as contemplated by this Agreement; and (iv) if because of the nature of this Agreement, Lessee is unable to qualify for any tax credit or similar benefit associated with the Project installed by Lessee on the Lessee Property, amend this Agreement to assure that Lessee will receive such credits and benefits (but only if such amendment does not materially adversely affect Owner's rights or obligations hereunder); and Lessee agrees to pay Owner's reasonable out-of-

pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this paragraph (p).

[Signature page follows]

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

Owner:

████████████████████

By: _____

████████████████████

By: _____

Lessee:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

Definitions

“Agreement” has the meaning set forth in the preamble.

“Annual Installment Payment” has the meaning set forth in Exhibit C.

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

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

“Attorneys’ Fees” has the meaning set forth in Section 19(m).

“Claims” means all liabilities, costs, expenses, obligations, losses, damages, and claims, including Attorneys’ Fees.

“Collection Facilities” means all Improvements whose purpose is to deliver electrical power generated by the Solar Panels to an electrical power grid or other system, transformers, overhead and underground electrical collection lines, telecommunication lines, splice boxes, and interconnection facilities, including the Project’s Substation, and such additional similar Improvements necessary to transmit electrical power to the point of interconnection with the Transmission Service Provider.

“Commercial Production” means deliveries to the electrical grid, and the sale in commercial quantities, of electrical energy generated by the Project.

“Construction Notice” has the meaning set forth in Section 4(a).

“Construction Notice Date” has the meaning set forth in Section 4(a).

“Construction Term” has the meaning set forth in Section 4(b).

“Default Rate” has the meaning set forth in Section 16(a)(i).

“Development Term” has the meaning set forth in Section 4(a).

“Easement Rights” has the meaning set forth in Section 3.

“Easements” has the meaning set forth in Section 3.

“Environmental Laws” means any federal, state, or local environmental health or safety law, statute, ordinance, rule, regulation, or requirement

“Effective Date” has the meaning set forth in the preamble.

“Extended Production Term” has the meaning set forth in Section 4(d).

“Force Majeure” means causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including acts of God, sink holes or subsidence, labor unrest (including slowdowns, picketing, boycotts, or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission or other lines, wires, or cables to the Project by Persons other than Lessee’s employees or contractors, epidemic, war, revolution, riot, civil

disturbance, sabotage, change in law or applicable regulation subsequent to the Effective Date, and action or inaction by any federal, state, or local legislative, executive, administrative judicial agency or body, which, in any of the foregoing cases, by the exercise of due diligence, it is unable to overcome.

“Hazardous Materials” means any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation.

“Improvements” has the meaning set forth in Section 6(a).

“Lease” has the meaning set forth in Section 2.

“Lease and Easement Term” means a subset of the Term comprised of the Development Term, the Construction Term, the Production Term, and any Extended Production Term, in each case if applicable.

“Lease Rights” has the meaning set forth in Section 2.

“Lessee” has the meaning set forth in the preamble.

“Lessee Mortgage” has the meaning set forth in Section 11(a).

“Lessee Mortgagee” has the meaning set forth in Section 11(a).

“Lessee Payment Default” has the meaning set forth in Section 16(a).

“Lessee Property” means, collectively, the Lease, Easements, and Improvements.

“Lessee’s Taxes” has the meaning set forth in Section 10(b).

“New Agreement” has the meaning set forth in Section 11(g).

“Non-Obstruction Easement” has the meaning set forth in Section 3.

“Official Records” means the official records of Hart County, Kentucky.

“Other Lessee Default” has the meaning set forth in Section 16(a)(iii).

“Outside Construction Date” means the date that is 18 months from the Construction Notice Date, subject to extension as set forth in Section 4(e).

“Owner” has the meaning set forth in the preamble.

“Owner Default” has the meaning set forth in Section 16(b).

“Owner Mortgage” has the meaning set forth in Section 7(d).

“Owner Mortgagee” has the meaning set forth in Section 7(e).

“Owner’s Adjacent Property” has the meaning set forth in Section 3(a)(i).

“Owner’s Taxes” has the meaning set forth in Section 10(a).

“Party” has the meaning set forth in the preamble.

“Person” means any individual, partnership, limited liability company, association, corporation, trust, or any other form of business or government entity.

“Production Term” has the meaning set forth in Section 4(c).

“Project” has the meaning set forth in the Recitals, which shall include Lessee Property.

“Regulatory Suspension” shall mean the enactment or application of any law, order, rule, or regulation of the Kentucky Public Service Commission, Federal Energy Regulatory Commission, or other local, state, or federal government authority having jurisdiction over the Project or Lessee, or the failure of any such governmental authority to issue an approval or permit pursuant to any such law, order, rule, or regulation, which results in the delay, interruption, or suspension of the production, sale or transmission of electricity from the Solar Panels.

“Removal Obligations” has the meaning set forth in Section 6(e).

“Roadway Improvements” means all improvements that may be necessary or desirable to construct, maintain, and repair any new and existing roadways and other means of ingress and egress over, across, and along ~~Owner’s Adjacent Property~~ the Leased Premises, including paving or surfacing of the roadways with asphalt, gravel, or other roadway materials, installation of road signs, and the construction and installation of culverts, bridges, drainage ditches, gates, cattle guards, and similar structures and facilities.

“Solar Panels” means any photovoltaic energy system designed for the generation of electrical power from the collection of sunlight, including the photovoltaic panels, foundations, support structures, braces, and related equipment.

“SNDA” has the meaning set forth in Section 7(f).

“Storage Facilities” means all improvements, equipment, batteries, switches, transformers, and other devices for storage of electrical energy, together with all structures, equipment, enclosures, fencing, security devices, and other ancillary facilities related thereto.

“Substation” means electrical lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, all structures, equipment, enclosures, fencing, security devices, and other electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the Project to make it suitable for transmission on, and to deliver it to, an electric power grid or other system.

“Taxes” has the meaning set forth in Section 10(a).

“Telecommunication Facilities” means all Improvements whose purpose is to provide telecommunication services relating to the Project or any of Lessee’s solar powered projects, including telephone, closed-circuit television, microwave, internet, computer data, and other telecommunication services.

“Term” means the Lease and Easement Term.

“Termination Notice” has the meaning set forth in Section 16(a)(ii).

“Transmission Service Provider” means the utility that owns or operates the equipment and facilities to transmit electric energy on the electric power grid or other system.

“Weather Instrument” means instruments used primarily to gather sunlight and meteorological data relating to the Project, and to transmit such data, including such instruments’ foundations, guy wires, sunlight and meteorological data acquisition equipment, power source, and any required data and electrical transmission lines.

EXHIBIT B

Legal Description of ~~Owner's Adjacent Property~~ Leased Premises

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 shaded in yellow below

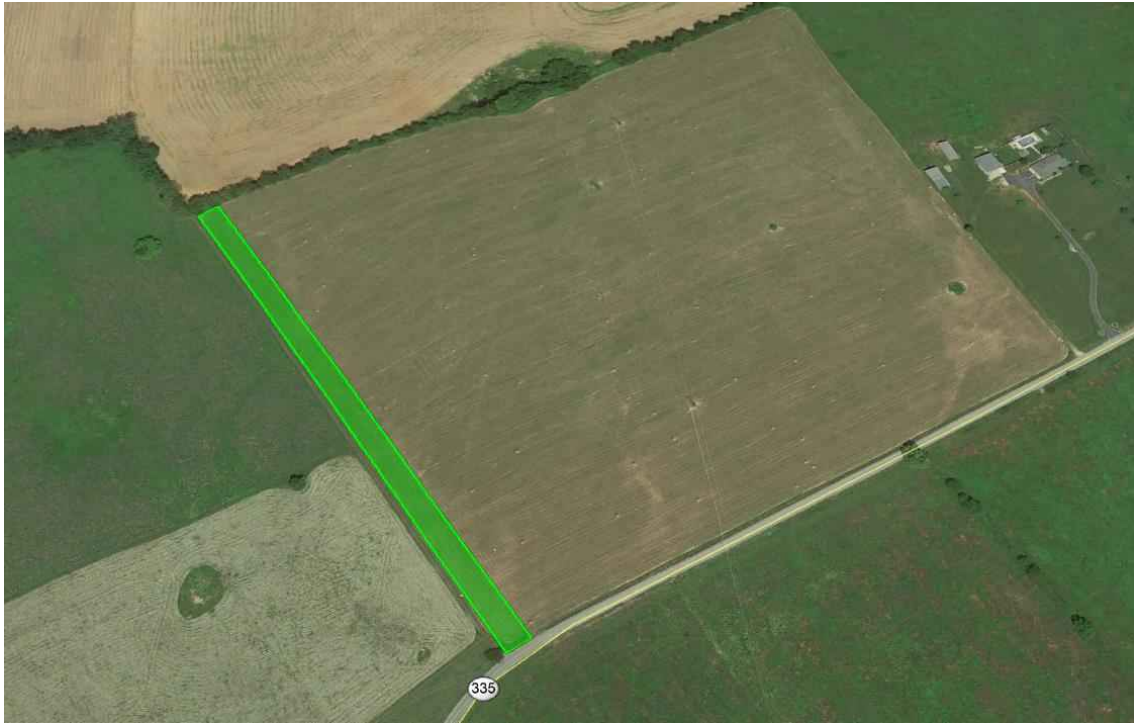


The final metes and bounds legal description of the Leased Premises will be determined by Lessee's ALTA survey.

EXHIBIT B-1

Legal Description of Transmission Easement Area

Being a portion of Hart County Assessor's Parcel No. 05-00-00-040.00 shaded in yellow below.



The final metes and bounds legal description of the Transmission Easement Area will be determined by Lessee's ALTA survey.

EXHIBIT C

Lease and Easement Compensation

1. Payment for Lease and Easements.

(a) During the Development Term, Lessee agrees to pay Owner the amounts set forth below, on or before the respective due dates, in each case based on the acreage determined by the calculation stated in Exhibit D (as it may be adjusted in accordance with Section 4(f) of this Agreement):

Amount	Due Date
	Within 60 days following Effective Date
	6-month Anniversary of Effective Date
	12-month Anniversary of Effective Date
	18-month Anniversary of Effective Date
	24-month Anniversary of Effective Date
	30-month Anniversary of Effective Date
	36-month Anniversary of Effective Date
	42-month Anniversary of Effective Date
	48-month Anniversary of Effective Date
	54-month Anniversary of Effective Date

In the event that Owner reasonably disputes the acreage calculation as determined in Exhibit D or as re-determined following Lessee’s exercise of its right to partially terminate this Agreement as to any part of the Leased Premises pursuant to Section 4.7 of this Agreement and Owner reasonably believes that the acreage amount determined by Lessee is in error by two or more acres, then Owner shall have the right to engage a surveyor to calculate the acreage then contained in the Leased Premises at Owner’s cost and expense and the parties shall cooperate in good faith to resolve any discrepancies that may be disclosed by Owner’s survey.

(b) During the Construction Term, Lessee agrees to pay Owner [REDACTED] (payable within 30 days following the Construction Notice Date), and thereafter [REDACTED] (payable within 30 days following the end of such month), in each case based on the acreage determined by the calculation stated in Exhibit D.

(c) During each year of the Production Term and the Extended Production Term, if applicable, Lessee shall pay to Owner [REDACTED], as consideration for the Lease and Easements (such annual amount, the “Annual Installment Payment”). “Applicable Acreage” shall mean the amount determined by the calculation stated in Exhibit D.

(d) The Annual Installment Payment for any partial year shall be prorated based on the number of days in the partial year included in the Term. If any part of the Improvements is removed before the end of the Term, future Annual Installment Payments due from Lessee to Owner for the Lease and Easements shall be reduced by the acreage attributable to the Improvements removed. If any part of the Improvements remains after the end of the Term, Lessee shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Lessee’s Removal Obligations are fulfilled. However, such payments shall not excuse Lessee from its Removal Obligations, nor extend the time for Lessee to comply with such Removal Obligations.

(e) For the avoidance of doubt, from and after Lessee's delivery of Exhibit D to this Agreement, the Applicable Acreage (as defined in this Exhibit C) shall be calculated by reference to the acreage set forth on Exhibit D.

(f) Lessee shall pay to Owner together with each Annual Installment Payment during the Production Term an annual payment in the amount of [REDACTED]. The prorated portion of such payment for the first partial year of the Production Term shall be made within 30 days following commencement of Commercial Production.

2. Timing of Payments. [REDACTED]

[REDACTED] For example, the Annual Installment Payment for the 2019 calendar year would be due on or before February 28, 2020. After Lessee delivers Exhibit D to Owner, any increase to the Annual Installment Payment shall be paid by Lessee within 30 days following delivery of Exhibit D, and any decrease to the Annual Installment Payment shall be credited against the next Annual Installment Payment due from Lessee to Owner.

3. Payment Allocation. All payments to Owner shall be made based on the following allocation:

Percentage	Payee
100%	[to Owner]
[]%	Name Address
[]%	Name Address
**%	<i>[replicate as necessary]</i>

Lessee shall not be required to pay any amounts to Owner or any designated payee until it receives a completed and signed Form W-9 from Owner or such payee.

HOLDING PAGE FOR EXHIBIT D

Preliminary Lease and Easement Improvement Plan and Acreage Calculation

[to be delivered by Lessee with Construction Notice]

Summary report:	
Litera® Change-Pro for Word 10.12.0.74 Document comparison done on 2/11/2021 11:41:54 AM	
Style name: KL Standard	
Intelligent Table Comparison: Active	
Original DMS: iw://USEDMS.IMANAGE.KLDOMAIN.COM/USE_Active01/308483847/2	
Modified DMS: iw://USEDMS.IMANAGE.KLDOMAIN.COM/USE_Active01/308483847/4	
Changes:	
Add	68
Delete	48
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	116

Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, May 18, 2021 3:36 PM
To: tonygardner@scrtc.com
Subject: Tax Doc
Attachments: fw9.pdf

Hi Tony, can you please print this form, fill it out and text me a picture back so I can process payment?

Get [Outlook for iOS](#)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-					-				
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, April 28, 2022 9:23 AM
To: [REDACTED]
Subject: videos

Hi [REDACTED],

These are some examples of videos that our partner, KAOH, has done for other solar developers. Let me know what you think. We are trying to get a crew out to the area around May 9 and were hoping to shoot some video with anyone who would like to participate.

My goal is simply to give the project a human face.

<https://www.youtube.com/watch?v=H9sFxKsyNNQ>

<https://www.youtube.com/watch?v=HNYG1e9jepc&t=80s>

Rob Kalbouss

Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, April 21, 2022 1:50 PM
To: hart_co@scrtc.com
Cc: Erica Zolezzi; Miranda Kessel-Vincent
Subject: County Fair

Hi Hope,

I had a conversation with Chris Meredith at our meeting last week. He's in the board of the county fair and suggested we reach out for an intro.

Do you have a contact you can put us in touch with? Also, what can you tell us about the event? There isn't much online.

Thanks,

Rob Kalbouss - 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Monday, December 13, 2021 11:39 AM
To: hart_co@scrtc.com
Cc: Erica Zolezzi
Subject: KY Tornado Relief

Hi Hope,

As discussed, please let us know how we can help!

Thank you,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Monday, August 8, 2022 5:35 PM
To: hart_co@scrtc.com
Subject: Re: Beyond breakfast talk

Hope, I'm excited to present. I'll bring my projector. Just need a table, an extension chord and a wall.

Get [Outlook for iOS](#)

From: hart_co@scrtc.com <hart_co@scrtc.com>
Sent: Monday, August 8, 2022 5:09:36 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Beyond breakfast talk

****External Email. Use caution before opening attachments or clicking links.****

Rob-

I look forward to seeing you at Hart on Main on Wednesday at 10am central time. As you have set up there before, I'm sure you are aware that the facilities do not have a projector or screen so if you need anything of that nature you will need to bring. Apologies for the late email regarding this. I had a family emergency and have been out for almost 2 weeks. I have had a decent response as I have advertised on social media and in the local newspaper.

Thank you-

Hope B. Hawkins, Executive Director
Hart County Chamber of Commerce
116 E. Union Street
Munfordville, KY 42765
Ph. 270-524-2892
www.hartcountyky.org



Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, November 4, 2021 11:55 AM
To: hart_co@scrtc.com
Cc: nicklawhon.pg@gmail.com
Subject: RE: Karst in Hart County

Hope – thank you for the introduction!

Nick, do you have time for a quick call to get acquainted today or tomorrow?

Rob Kalbouss
Development Manager
512.902.8837

From: hart_co@scrtc.com <hart_co@scrtc.com>
Sent: Tuesday, October 26, 2021 12:31 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Cc: [REDACTED]
Subject: Karst in Hart County

You don't often get email from hart_co@scrtc.com. [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Rob-

I have included [REDACTED] in this email. I discussed him when we spoke yesterday and believe he may be a good person to talk to regarding any karst/hydrology questions you may have. He is currently on our Planning and Zoning committee. Until you know your specific plans, I'd say he may be your best resource.

I look forward to working with you on this endeavor.

Feel free to reach out to either of us anytime-

Hope B. Hawkins, Executive Director
Hart County Chamber of Commerce
116 E. Union Street
Munfordville, KY 42765
Ph. 270-524-2892
www.hartcountyky.org



CHAMBER OF COMMERCE
The Chamber Is Everyone's Business

Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, May 12, 2022 1:19 PM
To: [REDACTED]
Subject: Attorney

[REDACTED],

It was so nice having dinner with you and [REDACTED] last night!

I was looking at law offices in Bowling Green and English Luas Priest & Owsley might be a good one to reach out to. This is there website: <https://www.elpolaw.com/>

Once you have selected an attorney, please let me know so I can email over a digital copy of the agreement to review.

Thank you,

Rob Kalbouss

Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Monday, September 27, 2021 1:00 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Catching Up

[REDACTED]

I would like to take some time to give you an update on the project. Do you have any time to meet later in the week while I am in town?

All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Friday, November 5, 2021 1:05 PM
To: [REDACTED]
Cc: Walters, Tim; Kallin, Robert; Bruce, Jacqueline; Gresock, Lynn
Subject: Field Activities Next Week

[REDACTED]

We will have a team (Tim and Rob cc'd) on your property next week. Please give me a call at your convenience if you have any questions.

All the best,

Rob Kalbouss- 512.902.8837

Rob Kalbouss - 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Monday, August 16, 2021 9:40 AM
To: [REDACTED]
Cc: Eric Thornbrew
Subject: Field Visit

Hi [REDACTED],

I just wanted to give you a heads up that we will have an engineer (cc'd) visiting your land this week to do some field investigation. Please give me a call if you have any questions.

All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, July 6, 2022 9:07 AM
To: [REDACTED]
Cc: Gresock, Lynn
Subject: Field Work

Good Morning [REDACTED],

I hope you and [REDACTED] had a pleasant Independence Day.

I wanted to let you know that we will have a team in the field this week for a few days, beginning tomorrow and will need to access the property. We will be performing a survey to image the subsurface by taking electrical measurements at the surface. This will not involve any significant disruption of the soil.

Alexa will be our liaison to the team and also will be conducting reconnaissance on foot. You can always reach out directly to me if you have questions but feel free to reply to this email if any questions arise as the field team begins work.

Please let me know if I should reach out to [REDACTED] or if you'd like to notify him. Also, we'd like to use the gate at the north side of the northwest parcel. Can you make sure that's unlocked?

I'll be in town all week for the county fair. We are sponsoring the tractor pull on Saturday night and will have a table set up later in the week. Please stop in and say hi!

Thanks,

Rob Kalbouss | 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, June 7, 2022 5:00 PM
To: [REDACTED]
Subject: FW: Attorney

Rob Kalbouss
Sr. Development Manager
512.902.8837

From: Rob Kalbouss
Sent: Thursday, May 12, 2022 12:19 PM
To: [REDACTED]
Subject: Attorney

[REDACTED],

It was so nice having dinner with you and [REDACTED] last night!

I was looking at law offices in Bowling Green and English Luas Priest & Owsley might be a good one to reach out to. This is there website: <https://www.elpolaw.com/>

Once you have selected an attorney, please let me know so I can email over a digital copy of the agreement to review.

Thank you,

Rob Kalbouss

Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, April 12, 2022 11:40 AM
To: [REDACTED]
Subject: [REDACTED] Check + Crop Damage

[REDACTED], I just wrangled our accounting team and told them to put a rush on both the replacement check and the crop damage. This should be taken care of shortly.

Rob Kalbouss - 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, October 4, 2022 8:06 AM
To: [REDACTED]
Subject: Image of Acreage for Purchase

[REDACTED], this is an image of the 6.25 acres, I want to purchase.



Rob Kalbouss

Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, May 10, 2022 8:19 AM
To: [REDACTED]
Subject: Meeting

I have to cancel today. Do you have any tone tomorrow?

Rob Kalbouss | 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, October 21, 2021 1:46 PM
To: [REDACTED]
Cc: Erica Zolezzi
Subject: Option to Purchase 2 acres
Attachments: Leeward - Purchase Option (KY) - Isaacs_USE_Active01_310930616_2.DOCX; Leeward - Memo of Purchase Option - (KY) Isaacs_USE_Active01_310930656_1.DOCX

Hi [REDACTED],

As we discussed a few weeks ago, I have attached the agreement for the purchase of the two acres (end of John Street). As a reminder, we will reimburse you for attorney fees to have this reviewed.

The area shown below in pink is the approximate 2 acres. EKPC will ultimately be the party who owns and operates the facilities which we will use to connect to the electrical grid. Our plan involves tapping the high voltage line overhead.

I will be down on Monday with my colleague, Erica, who is running our outreach in the community. We have a meeting with the JE and some of the folks you recommended. Please let me know if you'd like to get together and discuss.



All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



PURCHASE OPTION AGREEMENT

This **PURCHASE OPTION AGREEMENT** (this "Agreement"), dated and effective on _____, 2021 (the "Effective Date"), is made by and between _____, husband and wife (collectively "Owner"), and **LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC**, a Delaware limited liability company ("Optionee"). Owner and Optionee are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner is the fee simple title owner of certain real property located in Hart County, Kentucky consisting of approximately 2 acres, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Optionee desires to obtain from Owner, and Owner desires to grant to Optionee, an option to purchase the Property upon the terms and conditions of this Agreement.

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

AGREEMENT

1. Grant of Option.

1.1. Option. Owner hereby grants to Optionee the exclusive right and option to purchase the Property upon the terms and conditions of this Agreement (the "Option").

1.2. Option Term. The term of the Option shall commence on the Effective Date and expires on the fifth anniversary of the Effective Date (the "Initial Period"); provided, however, that Optionee, in its sole discretion, shall have the right to extend the Initial Period by up to two additional successive periods of one year (each, an "Extended Period"), each upon notice to Owner prior to the expiration of the Initial Period or prior Extended Period, as applicable (collectively, the "Option Period"). Optionee shall have the sole and exclusive right to terminate this Agreement at any time upon written notice to Owner and upon any such termination neither party shall have any further liability hereunder.

1.3. Option Payments. As full and sufficient consideration for the Option, Optionee shall pay to Owner the amount set forth on Exhibit B attached hereto and incorporated herein by this reference (each, an "Option Payment").

1.4. Option Exercise. Optionee may exercise the Option by providing written notice of exercise to Owner (the "Notice of Exercise"). Optionee shall have the sole right to determine whether to issue the Notice of Exercise. The Option (but not this Agreement) shall terminate upon the first to occur of: (i) Optionee's delivery of the Notice of Exercise; (ii) Optionee's provision of written notice to Owner that Optionee has relinquished the Option; or (iii) the expiration of the Option Period.

1.5. Memorandum of Option. Upon Optionee's written request, Owner and Optionee shall execute a recordable memorandum of this Agreement in a commercially reasonable form

typical for the State of Kentucky, which memorandum may be recorded by Optionee in the official records of Hart County, Kentucky, at any time during the Option Period.

2. **Due Diligence; Grant of License.** Owner hereby grants to Optionee a continuing license at all times during the Option Period (and, if Optionee delivers the Notice of Exercise, continuing until the Closing Date (as hereinafter defined)) for Optionee and its agents and invitees to access and enter upon the Property for the purposes of conducting inspections, surveys, designs of improvements, tests (including environmental, biological, and cultural resource assessments, and geotechnical, hazardous materials, and soil tests), and other actions reasonably related to the investigation by Optionee of the suitability of the Property for utility-scale solar energy and energy storage development. Optionee shall also have the exclusive right to enter into any interconnection studies or requests and power purchase agreements that Optionee chooses to pursue and relating to the Property, and Optionee shall have the right to apply for (in Owner's name, if necessary) any zoning changes, subdivision applications, permits, or land use entitlements required to use the site for the construction, financing, and operation of solar energy generating and related energy generation, storage, and transmission improvements. All such activities conducted by Optionee under this Section 2 shall be at Optionee's sole cost and expense. Within 15 days after the Effective Date, Owner shall deliver to Optionee, to the extent any of the following are within Owner's possession or control, copies of all: (i) existing surveys of the Property; (ii) reports (including title reports), analyses, studies, appraisals, and documents relating to the title to, or the physical or environmental condition of, the Property; (iii) permits, approvals, and entitlements issued for the Property; (iv) notices of violations with respect to the Property; (v) documents relating to pending or threatened administrative actions, litigation, or condemnation proceedings affecting the Property; and (vi) other materials that have or reasonably may have any material impact on the use or condition of the Property.

3. **Purchase Price.** If Optionee exercises the Purchase Option, then Optionee shall purchase the Property from Owner for the amount set forth on Exhibit C attached hereto and incorporated herein by this reference (the "Purchase Price"), payable on the Closing Date (as hereinafter defined) by cash, cashier's or certified check, or wire transfer of immediately available funds.

4. **Title and Survey.**

4.1. **Title Insurance.** At any time during the term of this Agreement, Optionee may, at Optionee's sole cost and expense, obtain a commitment for an owner's policy of title insurance (a "Commitment") issued by a title insurer of Optionee's choice (the "Title Company"), in form acceptable to Optionee.

4.2. **Survey.** At any time during the term of this Agreement, Optionee may, at Optionee's sole cost and expense, obtain a survey of the Property (a "Survey") to be prepared in accordance with Optionee's requirements. If Optionee elects to obtain a Survey, the Survey shall contain a legal description of the Property, which description may be used in the Deed (as hereinafter defined) and in the Commitment and Optionee's owner's title policy.

4.3. **Objections to Title and Survey Matters.** If Optionee elects to obtain a Commitment and/or Survey, and the Commitment and/or Survey discloses any matter adversely affecting title to the Property to which Optionee objects (other than monetary liens that Owner shall in all cases cause to have satisfied or otherwise released at the Closing) (each, a "Title Objection"), then Optionee shall notify Owner thereof by no later than sixty (60) days following Optionee's receipt of the

Commitment and Survey, and Owner shall have thirty (30) days to cause the subject of each such Title Objection to be removed from the Commitment and/or the Survey, as applicable. In the event that Owner is unable to remove a Title Objection, then Optionee may elect, at its option, to either: (i) terminate this Agreement by written notice to Owner, in which case the Option Payment shall be returned to Optionee, and thereafter neither Owner nor Optionee shall have any further rights or obligations hereunder or liability to the other (except with respect to the provisions of this Agreement that survive termination); or (ii) waive such Title Objection. Notwithstanding any provision of this Agreement to the contrary, prior to or contemporaneously with the Closing, Owner shall be obligated to satisfy or otherwise release or cause to be released any and all monetary liens against the Property.

4.4. **Commitment and Survey Updates.** At any time after its exercise of its Purchase Option and until the Closing Date, Optionee shall have the right to have its Commitment and/or Survey updated, and if any such update discloses any new matter adversely affecting title to the Property to which Optionee objects (each, a "New Title Objection"), then Optionee shall notify Owner thereof within thirty (30) days of its receipt of such update, and Owner shall have fifteen (15) days to cause the subject of such New Title Objection to be removed from the Commitment and/or the Survey, as applicable. In the event that Owner is unable to remove a New Title Objection, then Optionee may elect, at its option, to either: (i) terminate this Agreement by written notice to Owner, in which case (A) the Option Payments shall be returned to Optionee, (B) Owner shall reimburse Optionee for all direct, out-of-pocket costs and expenses incurred by Optionee in connection with this Agreement and its investigations, inspections, and evaluations of the Property, including, but not limited to, costs of title examination, appraisal, surveys, environmental and other property inspections, and attorneys' fees, which reimbursement shall be paid to Optionee within thirty (30) days of Owner's receipt of Optionee's written request therefor (including supporting documentation and invoices, as applicable), and (C) thereafter neither Owner (upon its satisfaction of the obligations in (A) and (B) above) nor Optionee shall have any further rights or obligations hereunder or liability to the other (except with respect to the provisions of this Agreement that survive termination); or (ii) waive such New Title Objection.

4.5. **Permitted Exceptions.** Any matters appearing on Optionee's Commitment and/or Survey to which Optionee does not object pursuant to Sections 4.3 or 4.4 above, together with any Title Objections waived by Optionee pursuant to Section 4.3(ii) above and any New Title Objections waived by Optionee pursuant to Section 4.4(ii) above, shall be deemed to be "Permitted Exceptions" hereunder.

5. **Conditions to Closing.** The parties understand and agree that the obligation of Optionee to purchase the Property following its exercise of the Purchase Option is expressly contingent upon the achievement or satisfaction of each of the following conditions, to the satisfaction of Optionee:

5.1. **Title and Survey.** Title to the Property shall be good and marketable in fee simple, with valid title of record, and insurable at regular rates by the Title Company, subject only to the Permitted Exceptions and such other matters as are approved in writing by Optionee, in its sole discretion, prior to the Closing.

5.2. **Environmental Matters.** There shall have been no change in the environmental condition of the Property since the date upon which Optionee shall have had a Phase I (and if applicable, Phase II) environmental assessment of the Property performed.

5.3. **Representations and Warranties.** There shall be no breach of the representations and warranties of Owner set forth in this Agreement.

5.4. **Covenants and Agreements.** Owner shall have observed and performed each covenant and agreement to be observed and performed by it under this Agreement.

6. **Closing.** If Optionee exercises the Purchase Option, then settlement of the sale and purchase of the Property (the "Closing") shall be held at such location and on such date as Optionee may determine (the "Closing Date"), subject to the satisfaction of the conditions set forth herein, provided that the Closing Date shall occur no earlier than thirty (30) days following the date on which Optionee shall exercise the Purchase Option and no later than forty-five (45) days following the date on which Optionee shall exercise the Purchase Option. At Closing, Owner shall grant and convey to Optionee, by general warranty deed (the "Deed"), free and clear of all liens and encumbrances except for Permitted Exceptions, good and marketable fee simple title to the Property as such will be insurable by a responsible title insurance company at regular rates. Time shall be of the essence with respect to the Closing.

7. **Proration of Items and Expenses at Closing.** Municipal utility and service fees, including, but not limited to, water and sewer charges, other utility charges, rents and interest, if any, shall be prorated as of the Closing Date. As of the Closing Date, all state and local real estate taxes shall be prorated on the basis of the all assessed real estate taxes for the year in which the Closing occurs. Owner shall be responsible for the cost of all matters of title clearance (including the satisfaction and discharge of any liens or encumbrances on the title and the correction of any deficiencies in title), Owner's attorneys' fees. Optionee shall be responsible for any title examination and insurance costs (except for costs associated with remedial actions to clear title), any survey cost, any recording fees for documents relating to the purchase of the Property.

8. **Closing Deliveries.**

8.1. **Deliveries by Owner.** At the Closing, Owner shall deliver to Optionee the following:

- 8.1.1. the Deed, conveying good and marketable fee simple title in and to the Property, free and clear of all liens and encumbrances (other than the Permitted Exceptions), in form subject to the reasonable approval of Optionee, duly executed and acknowledged by all Owners of record;
- 8.1.2. a certificate executed by Owner confirming that each of the representations and warranties of Owner set forth in this Agreement are true and correct as of the Closing Date, and that Owner has fully performed all of the covenants of Owner set forth in this Agreement;
- 8.1.3. any realty transfer tax forms as prescribed by the State of Kentucky, duly executed by Owner;
- 8.1.4. an affidavit that Owner is not a "foreign person" as such term is defined in Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, duly executed by Owner;

- 8.1.5. a HUD-1 settlement statement prepared by the Title Company (or, if none, by Optionee), duly executed by Owner; and
- 8.1.6. any other document, affidavit, instrument, or agreement reasonably requested by Optionee, Optionee's counsel, or the Title Company to consummate the transactions contemplated hereby or to certify Optionee's title to the Property.

8.2. **Deliveries by Optionee.** At the Closing, Optionee shall deliver to Owner the following:

- 8.2.1. the Purchase Price (provided, however, that the Option Payments shall be credited against the Purchase Price, to the extent described in Section 1.3 of this Agreement), subject to prorations and other adjustments as provided in Section 7 above;
- 8.2.2. a certificate executed by an officer of Optionee, confirming that each of the representations and warranties of Optionee set forth in this Agreement are true and correct as of the Closing Date, and that Optionee has fully performed all of the covenants of Optionee set forth in this Agreement;
- 8.2.3. a HUD-1 settlement statement prepared by the Title Company (or, if none, by Optionee), duly executed by Optionee; and
- 8.2.4. any other document, affidavit, instrument, or agreement reasonably requested by Owner or the Title Company to consummate the transactions contemplated hereby.

9. **Right to Assign.** Optionee shall have the right to assign or transfer its interest pursuant to this Agreement in full or in part without Owner's consent; provided, however, that Optionee shall provide notice of any assignment within a reasonable time following such occurrence (each such transaction, an "Assignment"); and, provided further, that any such Assignment (excluding any collateral assignments in connection with a financing) shall be expressly made subject to all of the terms, covenants, and conditions of this Agreement. An Assignment shall relieve Optionee of its obligations under this Agreement provided that the transferee of the interest assumes in writing Optionee's obligations hereunder. Optionee shall also have the right to collaterally assign or pledge its rights and interest pursuant to this Agreement to a lender without Owner's consent, and Owner agrees to provide any reasonable estoppels or consents in connection with any such financing upon Optionee's request.

10. **Notices.** All notices, demands, or consents required under in this Agreement shall be given in writing, and may be given (i) by hand, in which case the notice shall be deemed effective when so delivered, (ii) by certified United States Mail, postage pre-paid, in which case the notice shall be deemed to be effective on the third business day following deposit, (iii) by delivery via a nationally recognized, overnight receipted courier service, in which case the notice shall be deemed to be effective on the next business day following delivery to such courier service, or (iv) by e-mail transmission, in which case the notice shall be deemed effective on the date of such transmission, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in notice under this section):

Notice to Owner:

[REDACTED]
[REDACTED]
[REDACTED]

e-mail: _____

Notice to Optionee:

Leeward Renewable Energy Development, LLC
6688 N. Central Expressway, Suite 500
Dallas, Texas 75206
Attn: Legal Department
e-mail: legal@LeewardEnergy.com

11. **Representations, Warranties, and Covenants.** Owner hereby makes the following representations and warranties, each of which shall survive the expiration or earlier termination of the Option Period and shall be deemed remade as of the Closing Date:

11.1. **No Litigation; Compliance with Law.** No litigation is pending, and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Property or this Agreement. If Owner learns of any litigation or administrative action proposed, threatened, or instituted with respect to the Property or this Agreement, Owner shall give Optionee prompt notice thereof, and Owner shall support any efforts by Optionee to intervene in such proceeding. To Owner's knowledge, the Property is in compliance with all applicable laws, ordinances, rules, statutes, and regulations, including without limitation all local zoning, subdivision, and land use laws, ordinances, rules, statutes, and regulations.

11.2. **Title; Right to Grant Option.** Owner is the sole owner in fee simple of the Property. Owner has all necessary authority to grant the Option to Optionee and perform all of Owner's obligations under this Agreement without the consent or approval of any other party. There are no options, rights of first refusal, contracts to purchase, leases, easements, licenses, mortgages, deeds of trust, reversionary rights, or similar interests that would prevent, restrict, or interfere with Optionee's exercise or enjoyment of its rights under this Agreement, including, without limitation, the right to purchase the Property upon the terms and conditions of this Agreement.

11.3. **Encumbrances.** Until the expiration of the Option Period, Owner will not grant or consent to any leases, liens, zoning restrictions, easements, licenses, mortgages, deeds of trust, reversionary rights, or similar interests concerning the Property without obtaining Optionee's prior written consent, which may be withheld in Optionee's sole discretion. To the best of Owner's knowledge, there are no unrecorded encumbrances affecting the Property. There are no adverse or other parties in possession of the Property.

11.4. **Exclusivity.** Until the expiration of the Option Period, Owner shall not offer the Property for sale, lease, or option to any party other than Optionee, and Owner shall not respond to any unsolicited offers to purchase, lease, or grant an option with respect to the Property.

11.5. **No Physical Alterations.** Until the expiration of the Option Period, Owner shall not alter in any material respect the physical condition of the Property (including, without limitation, grading and drainage patterns) without Optionee's prior written consent, which may be granted or withheld in Optionee's sole and absolute discretion.

11.6. Hazardous Materials. To the best of Owner's knowledge, no substances or materials defined as hazardous or toxic under state, federal, or local laws or regulations (collectively, "Hazardous Materials") have been placed, stored, generated, produced, discharged, disposed of, or released on the Property or transported to or from the Property. Owner has not placed, stored, generated, produced, discharged, disposed of, or released Hazardous Materials on the Property, and Owner has not transported any Hazardous Materials to or from the Property. There are no underground storage tanks located under the Property.

11.7. Legal Parcel. The Property is comprised of a single legal parcel or multiple legal parcels created pursuant to the subdivision map act or similar statutes or regulations, and the Property can be conveyed by Owner to Optionee without the need for any parcel map or similar subdivision approvals. Prior to the conveyance of the Fee Property, and as a condition of obligation of the Buyer to consummate the Closing, the Fee Property must be legally subdivided from the Land. Accordingly, Buyer may cause to be prepared, at Buyer's expense, a subdivision plat of the Fee Property meeting all applicable legal requirements (the "Subdivision Plat"). Buyer shall have the right to submit the proposed Subdivision Plat to Seller and obtain the reasonable approval of Seller prior to submitting the Subdivision Plat to the applicable governmental authority and any changes to the Subdivision Plat required by the applicable governmental authority must be reasonably approved by Seller. The Subdivision Plat shall be recorded on or before Closing. The obligation of Buyer to consummate the Closing is expressly conditioned upon the recordation at or before Closing of the Subdivision Plat meeting the requirements set forth above.

11.8. Taxes. Owner shall pay when due all property taxes and assessments assessed against the Property during the Option Period. The Property is not subject to any open space or agricultural property tax deferrals, and neither Optionee's potential development of the Property nor the closing of the transaction contemplated by this Agreement will trigger any type of property tax recapture.

11.9. Foreign Person. Owner is not a "foreign person" as defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

11.10. No Broker's Commissions. Owner has not entered into any agreement or taken any action that will result in any obligation to pay any brokerage, finder's fee, or similar commission in connection with this Agreement or the potential purchase and sale of the Property as contemplated in this Agreement.

12. Risk of Loss. All risk of loss or damage to the Property prior to Closing, including, but not limited to, loss by fire, windstorm, or other casualty, shall rest with Owner. If, prior to the Closing, the Property is damaged as a result of fire or other casualty or if after the exercise of the Purchase Option and before Closing, all or any portion of the Property is condemned by any legally constituted authority, a notice of intent to condemn is issued for any portion of the Property, or any portion of the Property is sold in lieu of condemnation (all of which actions shall generically be referred to as a condemnation), Optionee shall have the option to: (i) accept title to the Property without any abatement of the Purchase Price whatsoever, in which event at the Closing any insurance or condemnation proceeds payable to the Owner shall be assigned by Owner to Optionee, and any monies theretofore received by Owner in connection with such fire or other casualty or condemnation, shall be paid over to Optionee; or (ii) cancel this Agreement, in which event neither party shall have any further liability or obligation to the other

hereunder except for those liabilities or obligations which survive the termination of this Agreement and the Option Payments shall be returned to Optionee. Such option shall be exercised by Optionee by delivering to Owner written notice of such exercise on or before the tenth (10th) business day following the date on which Optionee receives notice that such condemnation, fire, or other casualty has occurred, but in no event later than the Closing Date. In the event Optionee shall fail to exercise such option within the ten (10) day period, then Optionee shall be deemed to have elected the alternative set forth above to cancel this Agreement.

13. **Defaults and Remedies.**

13.1. **Default by Optionee.** In the event of a default or breach by Optionee hereunder that continues for thirty (30) days following written notice from Owner, Owner's sole remedy shall be to terminate this Agreement and retain the Option Payments, which shall constitute Owner's liquidated damages. Owner hereby waives all other rights and remedies, including, without limitation, any right to specific performance, injunctive relief, or other relief to cause Optionee to perform its obligations under this Agreement, and any right to damages occasioned by Optionee's breach of this Agreement that are in excess of the Option Payments.

13.2. **Default by Owner.** In the event of any default or breach by Owner under this Agreement that continues for thirty (30) days following written notice to Owner from Optionee; provided, however, that there shall be no such cure period for Owner's breach of its obligation to deliver the items described in Section 8.1 on the Closing Date, Optionee may elect, as Optionee's exclusive remedies, to either:

13.2.1. waive any claim for loss of bargain and consequential damages, in which event (A) all Option Payments shall be returned to Optionee, and (B) Owner shall reimburse Optionee for all direct, out-of-pocket costs and expenses, including, but not limited to, costs of title examination, appraisal, surveys, environmental and other property inspections, and attorneys' fees; or

13.2.2. pursue an action for specific performance.

14. **Miscellaneous Provisions.**

14.1. **Successors and Assigns.** The terms and provisions of this Agreement shall run with the Property and be binding on, and inure to the benefit of, the successors and permitted assigns of the Parties.

14.2. **Entire Agreement; Further Assurances.** This Agreement constitutes the entire agreement between the Parties and supersedes any other prior understandings and agreements. This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties. The Parties shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof, so long as the requesting Party bears any financial cost.

14.3. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

14.4. Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of Optionee, all information pertaining to this Agreement and the terms and conditions of this Agreement.

14.5. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

14.6. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument. Signatures to this Agreement may be delivered by electronic means (e.g., by .pdf or by DocuSign) with the same effect as a physical signature.

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

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

OWNER:

By: _____
Name: [REDACTED]

By: _____
Name: [REDACTED]

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

OPTIONEE:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

By: _____
Name: _____
Title: _____

Exhibit A

Legal Description of the Property

Part of that certain piece or parcel of real property located in Hart County, Kentucky which is described as follows:

Parcel No.	Acreage	Vesting DBV and Page
056-00-00-012.00	2	Book 173, Page 555

Such 2 acre parcel being outlined below:

Exhibit B

Option Payment

Within sixty (60) days after the Effective Date, Optionee will pay Owner a one-time payment in the amount of [REDACTED]; provided however, that Optionee shall not be required to pay any amounts to Owner until it receives a completed and signed Form W-9 from Owner.

Exhibit C

Purchase Price

In the event the Closing Date occurs, the Purchase Price shall be [REDACTED], due and payable to Owner at Closing.

MEMORANDUM OF PURCHASE OPTION

THIS MEMORANDUM OF PURCHASE OPTION (this "Memorandum") is dated as of the ____ day of _____, 2021, by and between [REDACTED] (collectively, the "Owner"), and LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company ("Optionee").

WITNESSETH:

WHEREAS, Owner and Optionee are parties to a Purchase Option Agreement, dated as of _____, 2021 (the "Effective Date") (as amended from time to time, the "Option"), with respect to lands located in Hart County, Kentucky being more fully described herein as the "Premises"; and

WHEREAS, Owner and Optionee have signed this Memorandum to evidence certain terms and conditions of the Option.

NOW, THEREFORE, Owner and Optionee, intending to be legally bound hereby, set forth the following information with respect to the Option:

1. The name of the Owner of the Premises is [REDACTED], husband and wife.
2. The name of the Optionee is LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company.
3. The addresses of the parties are:

Owner: [REDACTED]
[REDACTED]
[REDACTED]

Optionee: Leeward Renewable Energy Development, LLC
6688 N. Central Expressway, Suite 500
Dallas, Texas 75206
Attn: Legal Department
4. The date of the Option is as of the Effective Date.

5. The Owner's Property (as defined in the Option) is a parcel of land located in Hart County, Kentucky, as more fully described on Exhibit A attached hereto (the "Premises").
6. The Owner is the owner of the Premises by virtue of a Deed recorded in the Official Public Records of Hart County, Kentucky on May 14, 1987, in Book 173, Page 555.
6. The date of commencement of the term of the Option is the Effective Date.
7. The term of the Option expires five (5) years after the Effective Date, unless sooner terminated in accordance with the provisions of the Option. Optionee has the right to extend the term of the Option by up to two additional successive periods of one year each on the terms and conditions set forth in the Option.
8. Information regarding the Option may be obtained from either Owner or Optionee at its address noted in Section 3 hereof.
9. All terms and conditions of the Option are hereby incorporated herein by reference as if fully set forth herein. This Memorandum has been entered into for the sole purpose of placing the Option of record and shall not be deemed to amend, modify, supplement, or change any of the terms and conditions of the Option in any respect whatsoever. To the extent of any conflict between this Memorandum and the Option, the terms of the Option shall govern and control. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, Owner and Optionee have executed this Memorandum as of the day and year first above written.

Owner:

[REDACTED]

[REDACTED]

STATE OF KENTUCK)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the above County and State, personally appeared [REDACTED], husband and wife, who each signed and acknowledged the execution of the foregoing Memorandum of Purchase Option.

WITNESS my hand and Notarial Seal this _____ day of _____, 2021.

Notary Public

Printed

My Commission Expires:

[SEAL]

My County of Residence:

IN WITNESS WHEREOF, Owner and Optionee have executed this Memorandum as of the day and year first above written.

Optionee:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

By _____

Printed: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the above County and State, personally appeared _____, the _____ of **LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC**, a Delaware limited liability company, who signed and acknowledged the execution of the foregoing Memorandum of Purchase Option for and on behalf of **LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC**.

WITNESS my hand and Notarial Seal this _____ day of _____, 2021.

Notary Public

Printed

My Commission Expires:

[SEAL]

My County of Residence:

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING PLEASE RETURN TO:

Leeward Renewable Energy Development, LLC
6688 N. Central Expressway, Suite 500
Dallas, Texas 75206
Attn: Legal Department

EXHIBIT A

Legal Description of the Premises

#	County	Parcel ID	Legal Description	Acres
1	Hart	056-00-00-012.00	See Below	2.0
Total Acres				2.0

Approximately 2 acres of that certain piece or parcel of real property located in Hart County, Kentucky which is described as follows:

Beginning at a set iron pin on r/w of Maple Grove Road, a corner to William Irvin (Deed Book 146, Page 254 in the office of the Hart County Court Clerk); thence with Irvin's line S 84 deg. 32 min. W 225.98 ft. to a fence post; thence S 83 deg. 16 min. W 36.30 ft. to a fence post; thence N 11 deg. 34 min. W 29.08 ft. to a fence post, a corner to William Irvin, Louise Lyon and Inez Beville Estate (No deed found); thence with line of Lyon and Beville Estate S 68 deg. 22 min. W 590.55 ft. to a fence post; thence N 31 deg. 11 min. W 140.58 ft. to a fence post on r/w of Hwy. 335 (40' r/w); thence with r/w of Hwy. 335 S 52 deg. 11 min. W 243.82 ft. to a fence post; thence S 61 deg. 45 min. W 116.10 ft. to a fence post; thence S 68 deg. 42 min. W 116.44 ft. to a fence post; thence S 76 deg. 12 min. W 314.59 ft. to a fence post; thence S 77 deg. 12 min. W 102.72 ft. to a fence post; thence S 80 deg. 49 min. W 214.52 ft. to a fence post; thence S 80 deg. 45 min. W 329.71 ft. to a fence post; thence S 77 deg. 55 min. W 190.72 ft. to a fence post; thence S 70 deg. 42 min. W 46.66 ft. to a fence post; thence S 59 deg. 52 min. W 85.55 ft. to a set iron pin at fence post; thence S 60 deg. 53 min. W 454.82 ft. to a fence post; thence S 62 deg. 06 min. W 1120.44 ft. to a fence post; thence S 54 deg. 32 min. W 76.08 ft. to a fence post; thence S 48 deg. 18 min. W 80.44 ft. to a fence post; thence S 38 deg. 58 min. W 75.66 ft. to a fence post; thence S 24 deg. 21 min. W 75.74 ft. to a fence post; thence S 12 deg. 12 min. W 74.65 ft. to a fence post; thence S 6 deg. 26 min. W 211.93 ft. to a set iron pin on r/w of Hwy. 335 and r/w of Johns Lane (30' r/w); thence with r/w of Johns Lane S 30 deg. 44 min. E 1377.82 ft. to a fence post on said r/w, a corner to Rela Hayes (No deed found); thence with r/w of Hayes N 62 deg. 57 min. E 2004.00 ft. to a set iron pin; thence N 62 deg. 21 min. E 1085.63 ft. to a fence post on r/w of Maple Grove Road; thence with r/w of Maple Grove Road (30' r/w) N 61 deg. 16 min. E 691.26 ft. to a fence post on said r/w, a corner to Myrtle Hicks (Deed Book 137, Page 435 in the office of the Hart County Court Clerk); thence with line of Hicks N 10 deg. 16 min. W 295.16 ft. to a double hackberry; thence N 64 deg. 35 min. W 26.69 ft. to a 6" hackberry; thence N 1 deg. 59 min. W 195.59 ft. to a fence post; thence N 82 deg. 48 min. E 216.10 ft. to a set iron pin on r/w of Maple Grove Road; thence with r/w of Maple Grove Road (30' r/w) N 0 deg. 13 min. W 522.01 ft. to a set iron pin; thence N 3 deg. 54 min. W 269.31 ft. to the beginning containing 153.517 acres more or less, according to actual survey of April 1987 by Moaty C. Estes, Ky. Land Surveyor No. 1639.

Such 2 acre parcel being outlined below:

Orahood, Teresa

From: Rob Kalbouss
Sent: Friday, April 1, 2022 1:41 PM
To: [REDACTED]
Subject: Payment
Attachments: [REDACTED] CK [REDACTED] on 03.15.2022.pdf

[REDACTED], I see two checks were issued. Can you tell me which you didn't receive?

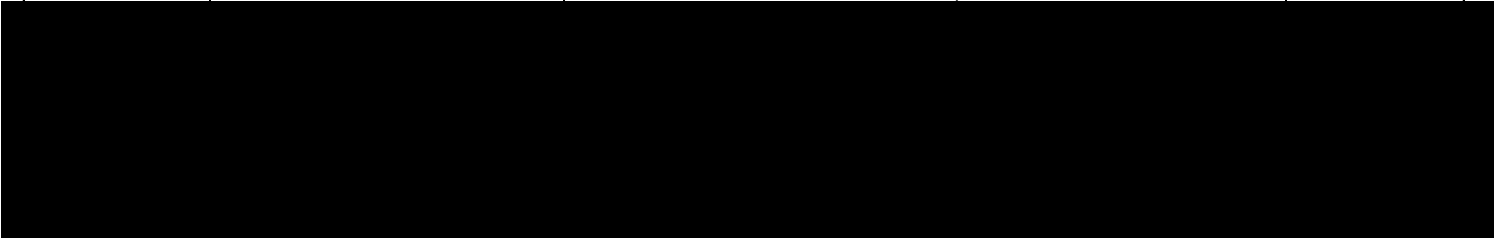
Rob Kalbouss - 512.902.8837

Leeward Renewable Energy Development, LLC
6688 N Central Expressway
Suite 500
Dallas, TX 75206

012669 R3K4T1A



Invoice Date	Invoice No.	Invoice Description	Invoice Net Amount
--------------	-------------	---------------------	--------------------



--



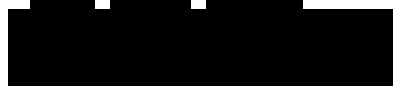
Leeward Renewable Energy Development, LLC
6688 N Central Expressway
Suite 500
Dallas, TX 75206

11-24/1210

Date: 03/15/2022
Check #: 145005203



TO THE
ORDER
OF



VOID AFTER 120 DAYS

VOID

Authorized Signer

WELLS FARGO BANK, N.A.

2 Signatures on Checks \$75,000.00 and Over



Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, July 12, 2022 12:06 PM
To: [REDACTED]
Cc: Patrick Walsh
Subject: Purchase Option
Attachments: 6.5acOption.pdf; 4.5acOption.pdf

[REDACTED],

It was great meeting with you and [REDACTED] last week. Always a pleasure catching up with you two!

I have sketched the area we have been discussing two different ways in the attached maps. In the first version, I measure the area at just under 4.5 acres. If we extend it so that the parcel squares up with the property line, I have it at 6.5 acres. Let me know which version you prefer. My preference is the 6.5 acre option but I could make the smaller footprint work if minimizing the acreage was important to you.

I am working on the modification to the development term. As discussed we will synchronize with the lease.

I look forward to discussing with you when I return from vacation. Let us know if you have any questions in the meantime.

Thanks,

Rob Kalbouss

Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com







Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, June 22, 2022 11:51 AM
To: [REDACTED]
Subject: RE: Attorney

[REDACTED], sorry it took me a while to get back to you. I think there was some confusion from my attorney. The attorney that was recommend may not be at the firm below. Her name is Natalie Feldman. Her contact info is linked below.

<https://www.kerrickbachertlaw.com/attorneys/natalie-feldman/>

Rob Kalbouss
Sr. Development Manager
512.902.8837

From: Rob Kalbouss
Sent: Tuesday, June 7, 2022 4:00 PM
To: [REDACTED]
Subject: FW: Attorney

Rob Kalbouss
Sr. Development Manager
512.902.8837

From: Rob Kalbouss
Sent: Thursday, May 12, 2022 12:19 PM
To: [REDACTED]
Subject: Attorney

[REDACTED],

It was so nice having dinner with you and [REDACTED] last night!

I was looking at law offices in Bowling Green and English Luas Priest & Owsley might be a good one to reach out to. This is there website: <https://www.elpolaw.com/>

Once you have selected an attorney, please let me know so I can email over a digital copy of the agreement to review.

Thank you,

Rob Kalbouss
Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, September 29, 2021 11:36 AM
To: [REDACTED]
Subject: Re: Catching Up

Yes, just let me know where and please confirm the time.

Rob Kalbouss - 512.902.8837

From: [REDACTED]
Sent: Wednesday, September 29, 2021 11:34 AM
To: Rob Kalbouss
Subject: RE: Catching Up

****External Email. Use caution before opening attachments or clicking links.****

Rob –
Are we meeting tonight for dinner? I haven't heard back from you – Just let me know and we can determine location.

Thanks -
[REDACTED]

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Monday, September 27, 2021 1:05 PM
To: [REDACTED]
Subject: Re: Catching Up

Perfect! I'll see you then. Can you let me know your address or if you prefer somewhere we can meet for supper.

Rob Kalbouss - 512.902.8837

From: [REDACTED]
Sent: Monday, September 27, 2021 2:02:59 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Catching Up

****External Email. Use caution before opening attachments or clicking links.****

About 6:00 or 6:30 pm would work for us this We'd.

Sent from my iPhone

On Sep 27, 2021, at 12:42 PM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

Excellent – I'd love to stop by on Wednesday afternoon or evening. Let me know if any particular time works best for you.

Rob Kalbouss

Development Manager

512.902.8837

From: [REDACTED]

Sent: Monday, September 27, 2021 12:40 PM

To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>

Subject: Re: Catching Up

****External Email. Use caution before opening attachments or clicking links.****

Yes. Let us know and we'll get things set up.
Hope things are progressing we're excited.

[REDACTED]

Sent from my iPhone

On Sep 27, 2021, at 11:59 AM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

[REDACTED],

I would like to take some time to give you an update on the project. Do you have any time to meet later in the week while I am in town?

All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Monday, September 27, 2021 2:05 PM
To: [REDACTED]
Subject: Re: Catching Up

Perfect! I'll see you then. Can you let me know your address or if you prefer somewhere we can meet for supper.

Rob Kalbouss - 512.902.8837

From: [REDACTED]
Sent: Monday, September 27, 2021 2:02:59 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Catching Up

****External Email. Use caution before opening attachments or clicking links.****

About 6:00 or 6:30 pm would work for us this We'd.

Sent from my iPhone

On Sep 27, 2021, at 12:42 PM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

Excellent – I'd love to stop by on Wednesday afternoon or evening. Let me know if any particular time works best for you.

Rob Kalbouss
Development Manager
512.902.8837

From: [REDACTED]
Sent: Monday, September 27, 2021 12:40 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Catching Up

****External Email. Use caution before opening attachments or clicking links.****

Yes. Let us know and we'll get things set up.
Hope things are progressing we're excited.
[REDACTED]

Sent from my iPhone

On Sep 27, 2021, at 11:59 AM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

[REDACTED]

I would like to take some time to give you an update on the project. Do you have any time to meet later in the week while I am in town?

All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Monday, September 27, 2021 1:42 PM
To: [REDACTED]
Subject: RE: Catching Up

Excellent – I'd love to stop by on Wednesday afternoon or evening. Let me know if any particular time works best for you.

Rob Kalbouss
Development Manager
512.902.8837

From: [REDACTED]
Sent: Monday, September 27, 2021 12:40 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Catching Up

****External Email. Use caution before opening attachments or clicking links.****

Yes. Let us know and we'll get things set up.
Hope things are progressing we're excited.

[REDACTED]

Sent from my iPhone

On Sep 27, 2021, at 11:59 AM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

[REDACTED]

I would like to take some time to give you an update on the project. Do you have any time to meet later in the week while I am in town?

All the best,

Rob Kalbouss
Development Manager

Leeward Renewable Energy, LLC
6688 N. Central Expressway, Suite 500, Dallas, TX 75206
rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, September 29, 2021 1:16 PM
To: [REDACTED]
Subject: Re: Catching Up

Elizabethtown at 6pm works great. How does Texas Roadhouse sound?

Rob Kalbouss - 512.902.8837

From: [REDACTED]
Sent: Wednesday, September 29, 2021 1:14:39 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: RE: Catching Up

****External Email. Use caution before opening attachments or clicking links.****

Where are you? - Harry will be in the Elizabethtown area – would some where around there work?
Time around 6:00 CT.

[REDACTED]

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Wednesday, September 29, 2021 10:36 AM
To: [REDACTED]
Subject: Re: Catching Up
Yes, just let me know where and please confirm the time.

Rob Kalbouss - 512.902.8837

From: [REDACTED]
Sent: Wednesday, September 29, 2021 11:34 AM
To: Rob Kalbouss
Subject: RE: Catching Up

****External Email. Use caution before opening attachments or clicking links.****

Rob –
Are we meeting tonight for dinner? I haven't heard back from you – Just let me know and we can determine location.

Thanks -
[REDACTED]

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>

Sent: Monday, September 27, 2021 1:05 PM

To: [REDACTED]

Subject: Re: Catching Up

Perfect! I'll see you then. Can you let me know your address or if you prefer somewhere we can meet for supper.

Rob Kalbouss - 512.902.8837

From: [REDACTED]

Sent: Monday, September 27, 2021 2:02:59 PM

To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>

Subject: Re: Catching Up

****External Email. Use caution before opening attachments or clicking links.****

About 6:00 or 6:30 pm would work for us this We'd.

Sent from my iPhone

On Sep 27, 2021, at 12:42 PM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

Excellent – I'd love to stop by on Wednesday afternoon or evening. Let me know if any particular time works best for you.

Rob Kalbouss

Development Manager

512.902.8837

From: [REDACTED]

Sent: Monday, September 27, 2021 12:40 PM

To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>

Subject: Re: Catching Up

****External Email. Use caution before opening attachments or clicking links.****

Yes. Let us know and we'll get things set up.
Hope things are progressing we're excited.

[REDACTED]

Sent from my iPhone

On Sep 27, 2021, at 11:59 AM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

[REDACTED],

I would like to take some time to give you an update on the project. Do you have any time to meet later in the week while I am in town?

All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, April 7, 2022 8:37 PM
To: [REDACTED]
Subject: Re: Check?

Hi [REDACTED], I've notified our AP team to issue a new check. They usually wait a week between before being notified and cancelling the old check because these things tend to turn up. I'll check tomorrow about where they are in the process of sending the new one.

Rob Kalbouss - 512.902.8837

From: [REDACTED]
Sent: Thursday, April 7, 2022 3:32:02 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Check?

****External Email. Use caution before opening attachments or clicking links.****

Rob –
Where are we standing on getting the replacement check for [REDACTED]. We just picked up the mail today and again no check.
The first one arrived timely.

Thanks -

[REDACTED]

Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, December 9, 2021 11:44 AM
To: [REDACTED]
Subject: RE: Issues with the drilling

[REDACTED]

Thank you for bringing this to my attention. I will give you a call at 12:30pm CST to discuss this issue. In the meantime, I want to assure you that I will address all of your concerns. I am sorry this happened.

Sincerely,

Rob Kalbouss
Development Manager
512.902.8837

From: [REDACTED]
Sent: Thursday, December 9, 2021 10:25 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Issues with the drilling

****External Email. Use caution before opening attachments or clicking links.****

Rob –

Good Morning! I would be great if you would give me a call. There were issues with the group that came to drill on the farm.

When we spoke you indicated they would be at the Slinker Farm (Rowletts-Cave Springs Rd) and wanted to make sure the gate would be unlocked. You said it would probably be after the first of the year on the other location – [REDACTED] Farm on hwy 335.

Harry got a call yesterday from our nephew who leases part of the John's farm and grows alfalfa hay. Evidently the drilling team when to that farm ([REDACTED]) when they were not expected and drove all over the alfalfa and because the ground was so wet because of the rain on Sunday and Monday that they made deep ruts in the field and also dug big holes. The leasee was extremely upset to say the least asking why he was not notified and why they would come into the fields when the conditions were so poor. This is a mess.

I need your input and to know how this can be handled to satisfy all concerned and how he will be compensated for the loss.

[REDACTED]

Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, December 9, 2021 1:46 PM
To: [REDACTED]
Subject: Re: Issues with the drilling

[REDACTED], I'm running a little behind but I will definitely give you a call today.

Rob Kalbouss - 512.902.8837

From: [REDACTED]
Sent: Thursday, December 9, 2021 11:48:33 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: RE: Issues with the drilling

****External Email. Use caution before opening attachments or clicking links.****

Thanks!

Thanks -

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Thursday, December 9, 2021 10:44 AM
To: [REDACTED]
Subject: RE: Issues with the drilling

[REDACTED],

Thank you for bringing this to my attention. I will give you a call at 12:30pm CST to discuss this issue. In the meantime, I want to assure you that I will address all of your concerns. I am sorry this happened.

Sincerely,

Rob Kalbouss
Development Manager
512.902.8837

From: [REDACTED]
Sent: Thursday, December 9, 2021 10:25 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Issues with the drilling

****External Email. Use caution before opening attachments or clicking links.****

Rob –

Good Morning! I would be great if you would give me a call. There were issues with the group that came to drill on the farm.

When we spoke you indicated they would be at the [REDACTED] Farm (Rowletts-Cave Springs Rd) and wanted to make sure the gate would be unlocked. You said it would probably be after the first of the year on the other location – [REDACTED] Farm on hwy 335.

Harry got a call yesterday from our nephew who leases part of the John's farm and grows alfalfa hay. Evidently the drilling team when to that farm ([REDACTED]) when they were not expected and drove all over the alfalfa and because the ground was so wet because of the rain on Sunday and Monday that they made deep ruts in the field and also dug big holes. The leasee was extremely upset to say the least asking why he was not notified and why they would come into the fields when the conditions were so poor. This is a mess.

I need your input and to know how this can be handled to satisfy all concerned and how he will be compensated for the loss.

Thanks -

[REDACTED]

Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, May 10, 2022 7:12 PM
To: [REDACTED]
Subject: Re: Meeting

I usually stay up in E-town but happy to drop into Munfordville. Let me know if you have any suggestions and I'll make a reservation. We can also reschedule if it's more convenient for Harry.

Rob Kalbouss | 512.902.8837

From: [REDACTED]
Sent: Tuesday, May 10, 2022 6:54:03 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: RE: Meeting

****External Email. Use caution before opening attachments or clicking links.****

That would be great! Let me confirm with Harry.
Are you in Munfordville or Elizabethtown?

Thanks -

[REDACTED]

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Tuesday, May 10, 2022 5:20 PM
To: [REDACTED]
Subject: Re: Meeting

Should we do dinner?

Rob Kalbouss | 512.902.8837

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Tuesday, May 10, 2022 11:48:47 AM
To: [REDACTED]
Subject: Re: Meeting

That works for me. I'll see you then.

Rob Kalbouss | 512.902.8837

From: [REDACTED]
Sent: Tuesday, May 10, 2022 11:23:21 AM

To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>

Subject: Re: Meeting

****External Email. Use caution before opening attachments or clicking links.****

We can meet tomorrow but it would have to be around 6:00-6:30 as [REDACTED] will be traveling Wed.
Let me know

Sent from my iPhone

On May 10, 2022, at 8:18 AM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

I have to cancel today. Do you have any time tomorrow?

Rob Kalbouss | 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, May 10, 2022 6:20 PM
To: [REDACTED]
Subject: Re: Meeting

Should we do dinner?

Rob Kalbouss | 512.902.8837

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Tuesday, May 10, 2022 11:48:47 AM
To: [REDACTED]
Subject: Re: Meeting

That works for me. I'll see you then.

Rob Kalbouss | 512.902.8837

From: [REDACTED]
Sent: Tuesday, May 10, 2022 11:23:21 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Meeting

****External Email. Use caution before opening attachments or clicking links.****

We can meet tomorrow but it would have to be around 6:00-6:30 as [REDACTED] will be traveling Wed.
Let me know

Sent from my iPhone

On May 10, 2022, at 8:18 AM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

I have to cancel today. Do you have any tone tomorrow?

Rob Kalbouss | 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, May 10, 2022 11:49 AM
To: [REDACTED]
Subject: Re: Meeting

That works for me. I'll see you then.

Rob Kalbouss | 512.902.8837

From: [REDACTED]
Sent: Tuesday, May 10, 2022 11:23:21 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Meeting

****External Email. Use caution before opening attachments or clicking links.****

We can meet tomorrow but it would have to be around 6:00-6:30 as [REDACTED] will be traveling Wed.
Let me know

Sent from my iPhone

On May 10, 2022, at 8:18 AM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

I have to cancel today. Do you have any tone tomorrow?

Rob Kalbouss | 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, May 11, 2022 3:18 PM
To: [REDACTED]
Subject: Re: Meeting

Excellent! I'll see you then

Rob Kalbouss | 512.902.8837

From: [REDACTED]
Sent: Wednesday, May 11, 2022 3:16:11 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: RE: Meeting

****External Email. Use caution before opening attachments or clicking links.****

Just spoke with [REDACTED] and if OK we'll just meet here in Munfordville at the Mexican restaurant at 6:00 pm CT. Let me know if this works for you.

Thanks -

[REDACTED]

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Tuesday, May 10, 2022 6:12 PM
To: [REDACTED]
Subject: Re: Meeting

I usually stay up in E-town but happy to drop into Munfordville. Let me know if you have any suggestions and I'll make a reservation. We can also reschedule if it's more convenient for Harry.

Rob Kalbouss | 512.902.8837

From: [REDACTED]
Sent: Tuesday, May 10, 2022 6:54:03 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: RE: Meeting

****External Email. Use caution before opening attachments or clicking links.****

That would be great! Let me confirm with Harry.
Are you in Munfordville or Elizabethtown?

Thanks -

[Redacted]

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>

Sent: Tuesday, May 10, 2022 5:20 PM

To: [Redacted]

Subject: Re: Meeting

Should we do dinner?

Rob Kalbouss | 512.902.8837

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>

Sent: Tuesday, May 10, 2022 11:48:47 AM

To: [Redacted]

Subject: Re: Meeting

That works for me. I'll see you then.

Rob Kalbouss | 512.902.8837

From: [Redacted]

Sent: Tuesday, May 10, 2022 11:23:21 AM

To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>

Subject: Re: Meeting

****External Email. Use caution before opening attachments or clicking links.****

We can meet tomorrow but it would have to be around 6:00-6:30 as Harry will be traveling Wed.

Let me know

Sent from my iPhone

On May 10, 2022, at 8:18 AM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

I have to cancel today. Do you have any tone tomorrow?

Rob Kalbouss | 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, October 27, 2021 8:39 AM
To: [REDACTED]
Subject: RE: Option to Purchase 2 acres
Attachments: Leeward - Purchase Option (KY) - Isaacs_USE_Active01_310930616_2.DOCX

Good Morning [REDACTED],

I have updated the total price to \$ [REDACTED] (\$ [REDACTED]). Also, I changed the box to [REDACTED]. Please let me know if there are any additional issues you'd like to discuss.

We had a great meeting with [REDACTED], [REDACTED] and [REDACTED]. We also got to meet Hope over at Economic Development. I'm looking forward to working with them and the rest of the county. Let's catch up next time I'm in town.

Thanks,

Rob Kalbouss
Development Manager
512.902.8837

From: [REDACTED]
Sent: Thursday, October 21, 2021 5:50 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: RE: Option to Purchase 2 acres

****External Email. Use caution before opening attachments or clicking links.****

Rob –
Hope you're doing well and thanks for the email and update.
[REDACTED], as we no longer receive mail at [REDACTED].

Also in giving more thought to the two acres off John's Lane, as shown on your photo, we think a fair price would be [REDACTED] for this part of the farm.

Please speak with your people and confirm their acceptance of this price and if they agree, after review of the paperwork, we can move forward.

We'd love to be part of the meetings on Monday 10/25/21, but we will be out of town. We look forward to hearing how things went.

Sound like plans are moving along at a steady pace.

Thanks -
[REDACTED]

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>

Sent: Thursday, October 21, 2021 12:46 PM

To: [REDACTED]

Cc: Erica Zolezzi <Er.Zolezzi@LeewardEnergy.com>

Subject: Option to Purchase 2 acres

Hi [REDACTED],

As we discussed a few weeks ago, I have attached the agreement for the purchase of the two acres (end of [REDACTED]). As a reminder, we will reimburse you for attorney fees to have this reviewed.

The area shown below in pink is the approximate 2 acres. EKPC will ultimately be the party who owns and operates the facilities which we will use to connect to the electrical grid. Our plan involves tapping the high voltage line overhead.

I will be down on Monday with my colleague, Erica, who is running our outreach in the community. We have a meeting with the JE and some of the folks you recommended. Please let me know if you'd like to get together and discuss.



All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com

PURCHASE OPTION AGREEMENT

This **PURCHASE OPTION AGREEMENT** (this "Agreement"), dated and effective on _____, 2021 (the "Effective Date"), is made by and between _____ (collectively "Owner"), and **LEeward RENEWABLE ENERGY DEVELOPMENT, LLC**, a Delaware limited liability company ("Optionee"). Owner and Optionee are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner is the fee simple title owner of certain real property located in Hart County, Kentucky consisting of approximately 2 acres, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Optionee desires to obtain from Owner, and Owner desires to grant to Optionee, an option to purchase the Property upon the terms and conditions of this Agreement.

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

AGREEMENT

1. Grant of Option.

1.1. Option. Owner hereby grants to Optionee the exclusive right and option to purchase the Property upon the terms and conditions of this Agreement (the "Option").

1.2. Option Term. The term of the Option shall commence on the Effective Date and expires on the fifth anniversary of the Effective Date (the "Initial Period"); provided, however, that Optionee, in its sole discretion, shall have the right to extend the Initial Period by up to two additional successive periods of one year (each, an "Extended Period"), each upon notice to Owner prior to the expiration of the Initial Period or prior Extended Period, as applicable (collectively, the "Option Period"). Optionee shall have the sole and exclusive right to terminate this Agreement at any time upon written notice to Owner and upon any such termination neither party shall have any further liability hereunder.

1.3. Option Payments. As full and sufficient consideration for the Option, Optionee shall pay to Owner the amount set forth on Exhibit B attached hereto and incorporated herein by this reference (each, an "Option Payment").

1.4. Option Exercise. Optionee may exercise the Option by providing written notice of exercise to Owner (the "Notice of Exercise"). Optionee shall have the sole right to determine whether to issue the Notice of Exercise. The Option (but not this Agreement) shall terminate upon the first to occur of: (i) Optionee's delivery of the Notice of Exercise; (ii) Optionee's provision of written notice to Owner that Optionee has relinquished the Option; or (iii) the expiration of the Option Period.

1.5. Memorandum of Option. Upon Optionee's written request, Owner and Optionee shall execute a recordable memorandum of this Agreement in a commercially reasonable form

typical for the State of Kentucky, which memorandum may be recorded by Optionee in the official records of Hart County, Kentucky, at any time during the Option Period.

2. **Due Diligence; Grant of License.** Owner hereby grants to Optionee a continuing license at all times during the Option Period (and, if Optionee delivers the Notice of Exercise, continuing until the Closing Date (as hereinafter defined)) for Optionee and its agents and invitees to access and enter upon the Property for the purposes of conducting inspections, surveys, designs of improvements, tests (including environmental, biological, and cultural resource assessments, and geotechnical, hazardous materials, and soil tests), and other actions reasonably related to the investigation by Optionee of the suitability of the Property for utility-scale solar energy and energy storage development. Optionee shall also have the exclusive right to enter into any interconnection studies or requests and power purchase agreements that Optionee chooses to pursue and relating to the Property, and Optionee shall have the right to apply for (in Owner's name, if necessary) any zoning changes, subdivision applications, permits, or land use entitlements required to use the site for the construction, financing, and operation of solar energy generating and related energy generation, storage, and transmission improvements. All such activities conducted by Optionee under this Section 2 shall be at Optionee's sole cost and expense. Within 15 days after the Effective Date, Owner shall deliver to Optionee, to the extent any of the following are within Owner's possession or control, copies of all: (i) existing surveys of the Property; (ii) reports (including title reports), analyses, studies, appraisals, and documents relating to the title to, or the physical or environmental condition of, the Property; (iii) permits, approvals, and entitlements issued for the Property; (iv) notices of violations with respect to the Property; (v) documents relating to pending or threatened administrative actions, litigation, or condemnation proceedings affecting the Property; and (vi) other materials that have or reasonably may have any material impact on the use or condition of the Property.

3. **Purchase Price.** If Optionee exercises the Purchase Option, then Optionee shall purchase the Property from Owner for the amount set forth on Exhibit C attached hereto and incorporated herein by this reference (the "Purchase Price"), payable on the Closing Date (as hereinafter defined) by cash, cashier's or certified check, or wire transfer of immediately available funds.

4. **Title and Survey.**

4.1. **Title Insurance.** At any time during the term of this Agreement, Optionee may, at Optionee's sole cost and expense, obtain a commitment for an owner's policy of title insurance (a "Commitment") issued by a title insurer of Optionee's choice (the "Title Company"), in form acceptable to Optionee.

4.2. **Survey.** At any time during the term of this Agreement, Optionee may, at Optionee's sole cost and expense, obtain a survey of the Property (a "Survey") to be prepared in accordance with Optionee's requirements. If Optionee elects to obtain a Survey, the Survey shall contain a legal description of the Property, which description may be used in the Deed (as hereinafter defined) and in the Commitment and Optionee's owner's title policy.

4.3. **Objections to Title and Survey Matters.** If Optionee elects to obtain a Commitment and/or Survey, and the Commitment and/or Survey discloses any matter adversely affecting title to the Property to which Optionee objects (other than monetary liens that Owner shall in all cases cause to have satisfied or otherwise released at the Closing) (each, a "Title Objection"), then Optionee shall notify Owner thereof by no later than sixty (60) days following Optionee's receipt of the

Commitment and Survey, and Owner shall have thirty (30) days to cause the subject of each such Title Objection to be removed from the Commitment and/or the Survey, as applicable. In the event that Owner is unable to remove a Title Objection, then Optionee may elect, at its option, to either: (i) terminate this Agreement by written notice to Owner, in which case the Option Payment shall be returned to Optionee, and thereafter neither Owner nor Optionee shall have any further rights or obligations hereunder or liability to the other (except with respect to the provisions of this Agreement that survive termination); or (ii) waive such Title Objection. Notwithstanding any provision of this Agreement to the contrary, prior to or contemporaneously with the Closing, Owner shall be obligated to satisfy or otherwise release or cause to be released any and all monetary liens against the Property.

4.4. **Commitment and Survey Updates.** At any time after its exercise of its Purchase Option and until the Closing Date, Optionee shall have the right to have its Commitment and/or Survey updated, and if any such update discloses any new matter adversely affecting title to the Property to which Optionee objects (each, a "New Title Objection"), then Optionee shall notify Owner thereof within thirty (30) days of its receipt of such update, and Owner shall have fifteen (15) days to cause the subject of such New Title Objection to be removed from the Commitment and/or the Survey, as applicable. In the event that Owner is unable to remove a New Title Objection, then Optionee may elect, at its option, to either: (i) terminate this Agreement by written notice to Owner, in which case (A) the Option Payments shall be returned to Optionee, (B) Owner shall reimburse Optionee for all direct, out-of-pocket costs and expenses incurred by Optionee in connection with this Agreement and its investigations, inspections, and evaluations of the Property, including, but not limited to, costs of title examination, appraisal, surveys, environmental and other property inspections, and attorneys' fees, which reimbursement shall be paid to Optionee within thirty (30) days of Owner's receipt of Optionee's written request therefor (including supporting documentation and invoices, as applicable), and (C) thereafter neither Owner (upon its satisfaction of the obligations in (A) and (B) above) nor Optionee shall have any further rights or obligations hereunder or liability to the other (except with respect to the provisions of this Agreement that survive termination); or (ii) waive such New Title Objection.

4.5. **Permitted Exceptions.** Any matters appearing on Optionee's Commitment and/or Survey to which Optionee does not object pursuant to Sections 4.3 or 4.4 above, together with any Title Objections waived by Optionee pursuant to Section 4.3(ii) above and any New Title Objections waived by Optionee pursuant to Section 4.4(ii) above, shall be deemed to be "Permitted Exceptions" hereunder.

5. **Conditions to Closing.** The parties understand and agree that the obligation of Optionee to purchase the Property following its exercise of the Purchase Option is expressly contingent upon the achievement or satisfaction of each of the following conditions, to the satisfaction of Optionee:

5.1. **Title and Survey.** Title to the Property shall be good and marketable in fee simple, with valid title of record, and insurable at regular rates by the Title Company, subject only to the Permitted Exceptions and such other matters as are approved in writing by Optionee, in its sole discretion, prior to the Closing.

5.2. **Environmental Matters.** There shall have been no change in the environmental condition of the Property since the date upon which Optionee shall have had a Phase I (and if applicable, Phase II) environmental assessment of the Property performed.

5.3. **Representations and Warranties.** There shall be no breach of the representations and warranties of Owner set forth in this Agreement.

5.4. **Covenants and Agreements.** Owner shall have observed and performed each covenant and agreement to be observed and performed by it under this Agreement.

6. **Closing.** If Optionee exercises the Purchase Option, then settlement of the sale and purchase of the Property (the "Closing") shall be held at such location and on such date as Optionee may determine (the "Closing Date"), subject to the satisfaction of the conditions set forth herein, provided that the Closing Date shall occur no earlier than thirty (30) days following the date on which Optionee shall exercise the Purchase Option and no later than forty-five (45) days following the date on which Optionee shall exercise the Purchase Option. At Closing, Owner shall grant and convey to Optionee, by general warranty deed (the "Deed"), free and clear of all liens and encumbrances except for Permitted Exceptions, good and marketable fee simple title to the Property as such will be insurable by a responsible title insurance company at regular rates. Time shall be of the essence with respect to the Closing.

7. **Proration of Items and Expenses at Closing.** Municipal utility and service fees, including, but not limited to, water and sewer charges, other utility charges, rents and interest, if any, shall be prorated as of the Closing Date. As of the Closing Date, all state and local real estate taxes shall be prorated on the basis of the all assessed real estate taxes for the year in which the Closing occurs. Owner shall be responsible for the cost of all matters of title clearance (including the satisfaction and discharge of any liens or encumbrances on the title and the correction of any deficiencies in title), Owner's attorneys' fees. Optionee shall be responsible for any title examination and insurance costs (except for costs associated with remedial actions to clear title), any survey cost, any recording fees for documents relating to the purchase of the Property.

8. **Closing Deliveries.**

8.1. **Deliveries by Owner.** At the Closing, Owner shall deliver to Optionee the following:

- 8.1.1. the Deed, conveying good and marketable fee simple title in and to the Property, free and clear of all liens and encumbrances (other than the Permitted Exceptions), in form subject to the reasonable approval of Optionee, duly executed and acknowledged by all Owners of record;
- 8.1.2. a certificate executed by Owner confirming that each of the representations and warranties of Owner set forth in this Agreement are true and correct as of the Closing Date, and that Owner has fully performed all of the covenants of Owner set forth in this Agreement;
- 8.1.3. any realty transfer tax forms as prescribed by the State of Kentucky, duly executed by Owner;
- 8.1.4. an affidavit that Owner is not a "foreign person" as such term is defined in Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, duly executed by Owner;

- 8.1.5. a HUD-1 settlement statement prepared by the Title Company (or, if none, by Optionee), duly executed by Owner; and
- 8.1.6. any other document, affidavit, instrument, or agreement reasonably requested by Optionee, Optionee's counsel, or the Title Company to consummate the transactions contemplated hereby or to certify Optionee's title to the Property.

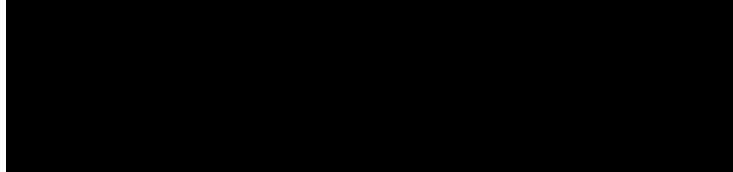
8.2. **Deliveries by Optionee.** At the Closing, Optionee shall deliver to Owner the following:

- 8.2.1. the Purchase Price (provided, however, that the Option Payments shall be credited against the Purchase Price, to the extent described in Section 1.3 of this Agreement), subject to prorations and other adjustments as provided in Section 7 above;
- 8.2.2. a certificate executed by an officer of Optionee, confirming that each of the representations and warranties of Optionee set forth in this Agreement are true and correct as of the Closing Date, and that Optionee has fully performed all of the covenants of Optionee set forth in this Agreement;
- 8.2.3. a HUD-1 settlement statement prepared by the Title Company (or, if none, by Optionee), duly executed by Optionee; and
- 8.2.4. any other document, affidavit, instrument, or agreement reasonably requested by Owner or the Title Company to consummate the transactions contemplated hereby.

9. **Right to Assign.** Optionee shall have the right to assign or transfer its interest pursuant to this Agreement in full or in part without Owner's consent; provided, however, that Optionee shall provide notice of any assignment within a reasonable time following such occurrence (each such transaction, an "Assignment"); and, provided further, that any such Assignment (excluding any collateral assignments in connection with a financing) shall be expressly made subject to all of the terms, covenants, and conditions of this Agreement. An Assignment shall relieve Optionee of its obligations under this Agreement provided that the transferee of the interest assumes in writing Optionee's obligations hereunder. Optionee shall also have the right to collaterally assign or pledge its rights and interest pursuant to this Agreement to a lender without Owner's consent, and Owner agrees to provide any reasonable estoppels or consents in connection with any such financing upon Optionee's request.

10. **Notices.** All notices, demands, or consents required under in this Agreement shall be given in writing, and may be given (i) by hand, in which case the notice shall be deemed effective when so delivered, (ii) by certified United States Mail, postage pre-paid, in which case the notice shall be deemed to be effective on the third business day following deposit, (iii) by delivery via a nationally recognized, overnight receipted courier service, in which case the notice shall be deemed to be effective on the next business day following delivery to such courier service, or (iv) by e-mail transmission, in which case the notice shall be deemed effective on the date of such transmission, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in notice under this section):

Notice to Owner:



Notice to Optionee:

Leeward Renewable Energy Development, LLC
6688 N. Central Expressway, Suite 500
Dallas, Texas 75206
Attn: Legal Department
e-mail: legal@LeewardEnergy.com

11. **Representations, Warranties, and Covenants.** Owner hereby makes the following representations and warranties, each of which shall survive the expiration or earlier termination of the Option Period and shall be deemed remade as of the Closing Date:

11.1. **No Litigation; Compliance with Law.** No litigation is pending, and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Property or this Agreement. If Owner learns of any litigation or administrative action proposed, threatened, or instituted with respect to the Property or this Agreement, Owner shall give Optionee prompt notice thereof, and Owner shall support any efforts by Optionee to intervene in such proceeding. To Owner's knowledge, the Property is in compliance with all applicable laws, ordinances, rules, statutes, and regulations, including without limitation all local zoning, subdivision, and land use laws, ordinances, rules, statutes, and regulations.

11.2. **Title; Right to Grant Option.** Owner is the sole owner in fee simple of the Property. Owner has all necessary authority to grant the Option to Optionee and perform all of Owner's obligations under this Agreement without the consent or approval of any other party. There are no options, rights of first refusal, contracts to purchase, leases, easements, licenses, mortgages, deeds of trust, reversionary rights, or similar interests that would prevent, restrict, or interfere with Optionee's exercise or enjoyment of its rights under this Agreement, including, without limitation, the right to purchase the Property upon the terms and conditions of this Agreement.

11.3. **Encumbrances.** Until the expiration of the Option Period, Owner will not grant or consent to any leases, liens, zoning restrictions, easements, licenses, mortgages, deeds of trust, reversionary rights, or similar interests concerning the Property without obtaining Optionee's prior written consent, which may be withheld in Optionee's sole discretion. To the best of Owner's knowledge, there are no unrecorded encumbrances affecting the Property. There are no adverse or other parties in possession of the Property.

11.4. **Exclusivity.** Until the expiration of the Option Period, Owner shall not offer the Property for sale, lease, or option to any party other than Optionee, and Owner shall not respond to any unsolicited offers to purchase, lease, or grant an option with respect to the Property.

11.5. **No Physical Alterations.** Until the expiration of the Option Period, Owner shall not alter in any material respect the physical condition of the Property (including, without limitation, grading and drainage patterns) without Optionee's prior written consent, which may be granted or withheld in Optionee's sole and absolute discretion.

11.6. Hazardous Materials. To the best of Owner's knowledge, no substances or materials defined as hazardous or toxic under state, federal, or local laws or regulations (collectively, "Hazardous Materials") have been placed, stored, generated, produced, discharged, disposed of, or released on the Property or transported to or from the Property. Owner has not placed, stored, generated, produced, discharged, disposed of, or released Hazardous Materials on the Property, and Owner has not transported any Hazardous Materials to or from the Property. There are no underground storage tanks located under the Property.

11.7. Legal Parcel. The Property is comprised of a single legal parcel or multiple legal parcels created pursuant to the subdivision map act or similar statutes or regulations, and the Property can be conveyed by Owner to Optionee without the need for any parcel map or similar subdivision approvals. Prior to the conveyance of the Fee Property, and as a condition of obligation of the Buyer to consummate the Closing, the Fee Property must be legally subdivided from the Land. Accordingly, Buyer may cause to be prepared, at Buyer's expense, a subdivision plat of the Fee Property meeting all applicable legal requirements (the "Subdivision Plat"). Buyer shall have the right to submit the proposed Subdivision Plat to Seller and obtain the reasonable approval of Seller prior to submitting the Subdivision Plat to the applicable governmental authority and any changes to the Subdivision Plat required by the applicable governmental authority must be reasonably approved by Seller. The Subdivision Plat shall be recorded on or before Closing. The obligation of Buyer to consummate the Closing is expressly conditioned upon the recordation at or before Closing of the Subdivision Plat meeting the requirements set forth above.

11.8. Taxes. Owner shall pay when due all property taxes and assessments assessed against the Property during the Option Period. The Property is not subject to any open space or agricultural property tax deferrals, and neither Optionee's potential development of the Property nor the closing of the transaction contemplated by this Agreement will trigger any type of property tax recapture.

11.9. Foreign Person. Owner is not a "foreign person" as defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

11.10. No Broker's Commissions. Owner has not entered into any agreement or taken any action that will result in any obligation to pay any brokerage, finder's fee, or similar commission in connection with this Agreement or the potential purchase and sale of the Property as contemplated in this Agreement.

12. Risk of Loss. All risk of loss or damage to the Property prior to Closing, including, but not limited to, loss by fire, windstorm, or other casualty, shall rest with Owner. If, prior to the Closing, the Property is damaged as a result of fire or other casualty or if after the exercise of the Purchase Option and before Closing, all or any portion of the Property is condemned by any legally constituted authority, a notice of intent to condemn is issued for any portion of the Property, or any portion of the Property is sold in lieu of condemnation (all of which actions shall generically be referred to as a condemnation), Optionee shall have the option to: (i) accept title to the Property without any abatement of the Purchase Price whatsoever, in which event at the Closing any insurance or condemnation proceeds payable to the Owner shall be assigned by Owner to Optionee, and any monies theretofore received by Owner in connection with such fire or other casualty or condemnation, shall be paid over to Optionee; or (ii) cancel this Agreement, in which event neither party shall have any further liability or obligation to the other

hereunder except for those liabilities or obligations which survive the termination of this Agreement and the Option Payments shall be returned to Optionee. Such option shall be exercised by Optionee by delivering to Owner written notice of such exercise on or before the tenth (10th) business day following the date on which Optionee receives notice that such condemnation, fire, or other casualty has occurred, but in no event later than the Closing Date. In the event Optionee shall fail to exercise such option within the ten (10) day period, then Optionee shall be deemed to have elected the alternative set forth above to cancel this Agreement.

13. **Defaults and Remedies.**

13.1. **Default by Optionee.** In the event of a default or breach by Optionee hereunder that continues for thirty (30) days following written notice from Owner, Owner's sole remedy shall be to terminate this Agreement and retain the Option Payments, which shall constitute Owner's liquidated damages. Owner hereby waives all other rights and remedies, including, without limitation, any right to specific performance, injunctive relief, or other relief to cause Optionee to perform its obligations under this Agreement, and any right to damages occasioned by Optionee's breach of this Agreement that are in excess of the Option Payments.

13.2. **Default by Owner.** In the event of any default or breach by Owner under this Agreement that continues for thirty (30) days following written notice to Owner from Optionee; provided, however, that there shall be no such cure period for Owner's breach of its obligation to deliver the items described in Section 8.1 on the Closing Date, Optionee may elect, as Optionee's exclusive remedies, to either:

13.2.1. waive any claim for loss of bargain and consequential damages, in which event (A) all Option Payments shall be returned to Optionee, and (B) Owner shall reimburse Optionee for all direct, out-of-pocket costs and expenses, including, but not limited to, costs of title examination, appraisal, surveys, environmental and other property inspections, and attorneys' fees; or

13.2.2. pursue an action for specific performance.

14. **Miscellaneous Provisions.**

14.1. **Successors and Assigns.** The terms and provisions of this Agreement shall run with the Property and be binding on, and inure to the benefit of, the successors and permitted assigns of the Parties.

14.2. **Entire Agreement; Further Assurances.** This Agreement constitutes the entire agreement between the Parties and supersedes any other prior understandings and agreements. This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties. The Parties shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof, so long as the requesting Party bears any financial cost.

14.3. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

14.4. Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of Optionee, all information pertaining to this Agreement and the terms and conditions of this Agreement.

14.5. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

14.6. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument. Signatures to this Agreement may be delivered by electronic means (e.g., by .pdf or by DocuSign) with the same effect as a physical signature.

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

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

OWNER:

By: _____
Name: [REDACTED]

By: _____
Name: [REDACTED]

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

OPTIONEE:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

Exhibit A

Legal Description of the Property

Part of that certain piece or parcel of real property located in Hart County, Kentucky which is described as follows:

Parcel No.	Acreage	Vesting DBV and Page
056-00-00-012.00	2	Book 173, Page 555

Such 2 acre parcel being outlined below:

Exhibit B

Option Payment

Within sixty (60) days after the Effective Date, Optionee will pay Owner a one-time payment in the amount of [REDACTED]; provided however, that Optionee shall not be required to pay any amounts to Owner until it receives a completed and signed Form W-9 from Owner.

Exhibit C

Purchase Price

In the event the Closing Date occurs, the Purchase Price shall be [REDACTED] due and payable to Owner at Closing.

Orahood, Teresa

From: Rob Kalbouss
Sent: Friday, October 1, 2021 9:09 PM
To: [REDACTED]
Subject: Re: Our Meeting

Hi [REDACTED]

It was such a pleasure getting acquainted with you and [REDACTED]! I enjoyed our time together very much and look forward to visiting again soon. I should be back and forth quite a bit in the next few months.

I will be in touch with the contacts [REDACTED] provided. We are excited to start a conversation with the county. Also, I'll send some documents regarding those two acres, including a picture, soon.

All the best,
Rob

Rob Kalbouss - 512.902.8837

From: [REDACTED]
Sent: Friday, October 1, 2021 11:53:07 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Our Meeting

****External Email. Use caution before opening attachments or clicking links.****

Rob –
Just wanted to let you know how much we enjoyed meeting with you and getting the update on the Solar project. Also thanks so much for dinner, it was a fun and informative evening.

Thanks -
[REDACTED]

Orahood, Teresa

From: Rob Kalbouss
Sent: Friday, April 1, 2022 1:37 PM
To: [REDACTED]
Subject: Re: Payment not received

Hi [REDACTED],

I will find out what is happening with the option payment.

I'll be down next week and I'd like to wrap up the land purchase before we discuss anything new.

Is there a good day and time for us to meet?

Thanks?

Rob Kalbouss - 512.902.8837

From: [REDACTED]
Sent: Friday, April 1, 2022 1:32:29 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Payment not received

****External Email. Use caution before opening attachments or clicking links.****

Rob –

Please check for us as we received check in March made in my name, but the check for Harry we have not received yet. They usually come at on the same day.

Mine came in on 3/25 so it has now been a week. Please check on this and if possible have a new check resent.

Also I am hearing of a lot going on in adjoining counties with Solar leases, going from \$ [REDACTED] to \$ [REDACTED] per acre. Do we have any room for an increase. Land prices over the last bit have increased so value is more.

You were having a revised agreement done on the land purchase for the power station. I have no received that as yet and would like an attorney to review as well.

Thanks and let me know what's decided on the check.

Thanks -
[REDACTED]

Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, February 23, 2022 4:38 PM
To: [REDACTED]
Subject: Re: Purchase agreement for 2 acres - John's Farm

[REDACTED]

Great to hear from you. I'm back from the covid abyss.

Happy to sit down and discuss with you when you're back in town. Maybe we can talk March 7 or 8. I can answer a few questions in the meantime.

1. Yes, that [REDACTED] is earnest money paid out regardless if we close on the option to purchase.
2. We could tie the term to the lease term so the option expires at the same time.

I hope you two have been having fun in the sun. Looking forward to chatting on your return.

Best,

Rob Kalbouss - 512.902.8837

From: [REDACTED]
Sent: Tuesday, February 22, 2022 2:55 PM
To: Rob Kalbouss
Subject: Purchase agreement for 2 acres - John's Farm

****External Email. Use caution before opening attachments or clicking links.****

Rob-
Hope you are doing well and finally getting over Covid.

We received the paper work on the purchase agreement of the two acres on the John's Farm. In some places our address was incorrect and they listed Harry as "Henry" – we can correct and initial if this would work or they can send new pages.

There are several things in this lengthy agreement that are really not clear, so maybe we could go over some of the sections that are a little confusing.
Is the [REDACTED] one-time payment to be keep if they do not complete the purchase agreement within the time frame described or if the agreement is terminated.
These two acres could be tied up for seven years with no compensation to us at all during that time frame. Is this correct?

We fly back to KY on March 4th, so we would be available for discussion after that time. Let us know when would be good for you as Harry will be traveling some when we return.

Thanks -



Orahood, Teresa

From: Rob Kalbouss
Sent: Sunday, August 21, 2022 5:18 PM
To: [REDACTED]
Subject: Re: Update on Solar

[REDACTED], I had a great time in Ireland and I look forward to telling you about it. I just realized that I accidentally blocked your phone number. So if you have called, I apologize if I haven't picked up. I've been receiving easily 100 telemarketing calls every hour and frantically block numbers. I'll give you a call tomorrow to chat.

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Sunday, August 21, 2022 4:04:26 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Update on Solar

****External Email. Use caution before opening attachments or clicking links.****

Rob –
Good afternoon! Hope things are well with you and you have a great vacation.

We haven't heard from you for quite some time and we're just checking to make sure everything is still on track and moving forward as expected.
We are tied up all day tomorrow (Monday) but look forward to hearing from you anytime after that.

Thanks -

[REDACTED]

Orahood, Teresa

From: Rob Kalbouss
Sent: Friday, December 3, 2021 10:26 AM
To: [REDACTED]
Subject: Running Late

I'm running about 30 minutes behind. Please call if this is no longer convenient.

Rob Kalbouss - 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Friday, November 19, 2021 4:19 PM
To: [REDACTED]
Cc: David L. Wanlass, P.E.; Eric Thornbrew
Subject: Sending geotechnical team to your property

[REDACTED]

I am going to send a team to do some geotechnical borings on your property *in the next several weeks*. We will have a more precise date shortly and I will be sure to let you know. David Wanlass (cc'd) will be overseeing this work. We would like to enter the property at the gate on Rowletts Cave Springs Road. You can the location shown below.

I am assuming you will be okay if we plan to use this location to bring a flat-bed truck and unload an ATV-mounted drilling rig. Please let me know if you have any particular concerns about these plans. Also, I would like to know if this gate is typically locked or if it can be locked with advance notice.



I'd like to catch up with you after holiday about the 2 acres we recently discussed and to give you an update on our talks with the JE and the other folks you referred me to. I think it went well!

Wishing you all the best. I hope you have a happy Thanksgiving!

All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com

Orahood, Teresa

Subject: FW: Hart County Cattleman's Association
Location: TBD - Near Munfordville, Ky

Start: Thu 4/21/2022 8:00 PM
End: Thu 4/21/2022 9:00 PM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Rob Kalbouss

Judge, as requested I am reminding you of our meeting with Cattleman's next week. I look forward to seeing you there!

-----Original Appointment-----

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Tuesday, March 22, 2022 8:10 PM
To: Rob Kalbouss; Kent Martin
Subject: Hart County Cattleman's Association
When: Thursday, April 21, 2022 8:00 PM-9:00 PM (UTC-05:00) Indiana (East).
Where: TBD - Near Munfordville, Ky

Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, September 29, 2021 3:32 PM
To: judgeexec@hartky.org
Subject: Hart County - Solar Facility

Mr. Choate:

Please allow me to introduce myself. I am the Development Manager for Leeward Renewable Energy, leading our efforts in Hart County. We are a developer-owner-operator, headquartered in Dallas, with 22 operating facilities across the United States. Over the last twelve months I have been working with landowners in the area to secure rights that will support our plans to develop a 50MWac utility-scale solar facility with interconnection to the PJM grid. The proposed site is located along the L&N Turnpike, east of I-65.

I would like to schedule some time to introduce myself and share a little about Leeward and our plans for this facility. I will be in the area tomorrow but am based in Indianapolis and so it's very easy for me to make time for a quick visit. Please let me know if there is a particular time that is most convenient for you.

All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, March 30, 2022 11:07 AM
To: Judge Exec
Subject: Key Info

Judge,

In advance of our call, I wanted to provide a brief update and some frequent questions with answers.

UPDATE

We are on track for a July submittal of our permitting package to the siting board. The first step in doing that is a Public Information Meeting which we are holding at Hart on Main, 4/13 at 6pm (PIM)

Leading up to that we are required to mail invitations to nearby residents; we are following up with invitations to a wider guest list, including you and the magistrates. Additionally, we posted a notice in the newspaper.

We are sending a team to knock doors in the project area next week to answer questions and invite folks to the meeting. I will be in the area to support them and meeting with other stakeholders.

COMMON QUESTIONS

What is Thoroughbred Solar and who is Leeward?

- Thoroughbred Solar is a wholly owned subsidiary (ProjectCo) of Leeward Renewable Energy, headquartered in Dallas, which is a portfolio company of OMERS Infrastructure, one of Canada's largest pension funds.

How much land is being leased?

- Approximately 450 acres.

Where is the facility?

- West of Rowletts, East of the rest area on I-65 and mostly north of L&N Turnpike Rd.

Why are they here?

- Access to the 69kV EKPC line that runs through the Isaacs parcel.

How close will the panels be to my house?

- The design includes very healthy setbacks; the nearest residence is over 200' (225') from the modules (west side of Gardner parcel); on the east side (Isaacs parcel), the panels are set back even further.

What is happening to the woods on the eastern Isaacs parcel?

- We are leaving it intact

Are the panels noisy, do they stink, cause traffic, create need for public services?

- No, no, no, no...solar is a very passive land use with negligible impact to the county budget.

What happens to the farms?

- The Gardners and Sammons families will continue to raise cattle on their adjacent property; the panels will not impact agriculture on neighboring farms.

Will it be visible from Munfordville Battlefield?

- We do not expect the facility to be visible from the battlefield area. The nearest panel is over 4000' from the battlefield parcel and the slope of the hillside, the Sammons cattle facilities and woods provide visual barriers.

Where does the electricity go?

- We can sell to utilities or other wholesale energy customers like auto plants, steel mills, data centers, etc.

What does this do for Hart County?

- Income / income diversification to three participating families
- New tax revenue (assessed property and sales tax) to county schools and other tax beneficiaries
- 140 construction jobs / close to 300 total jobs (+indirect/induced)
- 7 full-time equivalent jobs during operations: direct (4), indirect (2), induced (1)
- Corporate involvement (e.g. tornado relief)
- Sends a strong signal to site selection teams looking to locate new industry: Hart is open for business!

How can I learn more?

- thoroughbredsolar.com
- Public Information Meeting

Rob Kalbouss

Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

Subject: Leeward Energy - Proposed Solar Facility
Location: 200 Main St, Munfordville, KY 42765

Start: Mon 10/25/2021 10:30 AM
End: Mon 10/25/2021 12:00 PM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Rob Kalbouss
Required Attendees: Judge Exec; Erica Zolezzi

Agenda

- Introductions
- Slides – What is a utility scale solar facility?
- Q&A

Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, June 16, 2022 10:21 AM
To: Judge Exec; John Bunnell
Subject: Re: [Internet] RE: [Internet] Tax Abatement

Excellent - I look forward to it.

Rob Kalbouss | 512.902.8837

From: Judge Exec <judgeexec@hartky.org>
Sent: Thursday, June 16, 2022 9:07:51 AM
To: [REDACTED]; Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: RE: [Internet] RE: [Internet] Tax Abatement

****External Email. Use caution before opening attachments or clicking links.****

I'm good with that.
Joe

From: John Bunnell <jbunnell@limestonebank.com>
Sent: Thursday, June 16, 2022 9:06 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>; Judge Exec <judgeexec@hartky.org>
Subject: RE: [Internet] RE: [Internet] Tax Abatement

Let's plan on meeting Thursday June 23rd at 10:00 a.m. (after the Fiscal Court meeting) to discuss. Thanks.

John F. Bunnell, CPA
SVP; Regional Market President

Limestone Bank
949 South Dixie Highway
Munfordville, KY 42765
Office: 270-524-7283
Mobile: 270-528-4019
NMLS ID# 1586477
jbunnell@LimestoneBank.com | www.LimestoneBank.com



A FIRM FINANCIAL FUTURE STARTS HERE



From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Wednesday, June 15, 2022 4:35 PM
To: John Bunnell <jbunnell@limestonebank.com>; Judge Exec <judgeexec@hartky.org>
Subject: [Internet] RE: [Internet] Tax Abatement

CAUTION EXTERNAL EMAIL
DO NOT open attachments or click on links from unknown senders or unexpected emails.

Joe/John

I will be in town next week, Tuesday through Friday, and would like to get together and discuss.

I want to emphasize that we will not be seeking a reduction in the facility's tax liability, this is merely a flexible tool that we can use to bring some of the value forward in time, so the county can fund a significant project. Nonetheless, I can understand if pursuing this is not a priority that resources can be devoted to. Our counsel can probably do most of the heavy lifting, if it's a bandwidth issue.

Let me know what works for you gentlemen.

All the best,

Rob Kalbouss
Sr. Development Manager
512.902.8837

From: John Bunnell <jbunnell@limestonebank.com>
Sent: Tuesday, June 14, 2022 9:11 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>; Judge Exec <judgeexec@hartky.org>
Subject: RE: [Internet] Tax Abatement

****External Email. Use caution before opening attachments or clicking links.****

Rob, yes I do have some experience with this.

I'm copying the Judge on this also to make sure that I'm answering correctly. I'm afraid we would not be able to or be very limited with an IRB. Presently we have committed and are working on an IRB for a manufacturer that is bring hundreds of jobs to the county. We can't jeopardize this project with limited capacity for the IRB's.

We would still be glad to discuss if you would like. Thanks.

John F. Bunnell, CPA

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Monday, June 13, 2022 5:46 PM
To: John Bunnell <jbunnell@limestonebank.com>
Subject: [Internet] Tax Abatement

CAUTION EXTERNAL EMAIL

DO NOT open attachments or click on links from unknown senders or unexpected emails.

John,

I'd like to take some time to discuss a tax abatement with you. My recollection is that you have some experience with this process, so I thought it would be helpful to get your input before exploring this more broadly.

I intend to set up an executive session with the JE, magistrates and others that should be part of the conversation to discuss a tax abatement under the state's Industrial Revenue Bond (IRB) framework.

The purpose in pursuing this is not to reduce our financial exposure but to find a mechanism that has the flexibility to bring some of that value forward to help support the county's initiatives and other priorities. My team has been working on some analysis I would like to share.

Please let me know if you have some time to get together to discuss next week.

All the best,

Rob Kalbouss | 512.902.8837

NOTICE: This message, together with any attachment(s), may contain confidential and/or privileged information and is intended only for the individual or entity to which it is addressed. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately if you have received this e-mail by mistake and delete this e-mail from your system. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

NOTICE: This message, together with any attachment(s), may contain confidential and/or privileged information and is intended only for the individual or entity to which it is addressed. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately if you have received this e-mail by mistake and delete this e-mail from your system. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, June 15, 2022 5:35 PM
To: John Bunnell; Judge Exec
Subject: RE: [Internet] Tax Abatement

Joe/John

I will be in town next week, Tuesday through Friday, and would like to get together and discuss.

I want to emphasize that we will not be seeking a reduction in the facility's tax liability, this is merely a flexible tool that we can use to bring some of the value forward in time, so the county can fund a significant project. Nonetheless, I can understand if pursuing this is not a priority that resources can be devoted to. Our counsel can probably do most of the heavy lifting, if it's a bandwidth issue.

Let me know what works for you gentlemen.

All the best,

Rob Kalbouss
Sr. Development Manager
512.902.8837

From: John Bunnell <jbunnell@limestonebank.com>
Sent: Tuesday, June 14, 2022 9:11 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>; Judge Exec <judgeexec@hartky.org>
Subject: RE: [Internet] Tax Abatement

****External Email. Use caution before opening attachments or clicking links.****

Rob, yes I do have some experience with this.

I'm copying the Judge on this also to make sure that I'm answering correctly. I'm afraid we would not be able to or be very limited with an IRB. Presently we have committed and are working on an IRB for a manufacturer that is bring hundreds of jobs to the county. We can't jeopardize this project with limited capacity for the IRB's.

We would still be glad to discuss if you would like. Thanks.

John F. Bunnell, CPA

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Monday, June 13, 2022 5:46 PM
To: John Bunnell <jbunnell@limestonebank.com>
Subject: [Internet] Tax Abatement

CAUTION EXTERNAL EMAIL

DO NOT open attachments or click on links from unknown senders or unexpected emails.

John,

I'd like to take some time to discuss a tax abatement with you. My recollection is that you have some experience with this process, so I thought it would be helpful to get your input before exploring this more broadly.

I intend to set up an executive session with the JE, magistrates and others that should be part of the conversation to discuss a tax abatement under the state's Industrial Revenue Bond (IRB) framework.

The purpose in pursuing this is not to reduce our financial exposure but to find a mechanism that has the flexibility to bring some of that value forward to help support the county's initiatives and other priorities. My team has been working on some analysis I would like to share.

Please let me know if you have some time to get together to discuss next week.

All the best,

Rob Kalbouss | 512.902.8837

NOTICE: This message, together with any attachment(s), may contain confidential and/or privileged information and is intended only for the individual or entity to which it is addressed. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately if you have received this e-mail by mistake and delete this e-mail from your system. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

Orahood, Teresa

From: Rob Kalbouss
Sent: Monday, October 4, 2021 3:01 PM
To: Judge Exec
Cc: Erica Zolezzi
Subject: RE: Hart County - Solar Facility

Mr. Choate,

My colleague, Erica Zolezzi, who is leading public affairs for Leeward in Hart County, is joining me for a trip to the project area at the end of the month. Do you have some time during the week of October 25 to meet with us?

I would like to introduce Leeward and provide some detail on our plans for this project. In particular, I think it would be productive to walk through the general process through which utility-scale solar projects typically get developed and share some analysis on the economic benefits.

Erica and I would be happy to address any colleagues you recommend also attend. I think 60-90 minutes should be sufficient for an introductory presentation and Q&A. Please let me know a good day and time so I can send an invite.

Best Regards,

Rob Kalbouss
Development Manager
512.902.8837

From: Judge Exec <judgeexec@hartky.org>
Sent: Wednesday, September 29, 2021 2:38 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County - Solar Facility

****External Email. Use caution before opening attachments or clicking links.****

I am at our annual Judges Conference and will be out of town. Maybe next time you are through.
Joe

Sent from my iPhone

On Sep 29, 2021, at 2:32 PM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

Mr. Choate:

Please allow me to introduce myself. I am the Development Manager for Leeward Renewable Energy, leading our efforts in Hart County. We are a developer-owner-operator, headquartered in Dallas, with 22 operating facilities across the United States. Over the last twelve months I have been working with landowners in the area to secure rights that will support our plans to develop a 50MWac utility-scale

solar facility with interconnection to the PJM grid. The proposed site is located along the L&N Turnpike, east of I-65.

I would like to schedule some time to introduce myself and share a little about Leeward and our plans for this facility. I will be in the area tomorrow but am based in Indianapolis and so it's very easy for me to make time for a quick visit. Please let me know if there is a particular time that is most convenient for you.

All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, September 29, 2021 3:42 PM
To: Judge Exec
Subject: RE: Hart County - Solar Facility

Sounds good – I will reach out then.

Rob Kalbouss
Development Manager
512.902.8837

From: Judge Exec <judgeexec@hartky.org>
Sent: Wednesday, September 29, 2021 2:38 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County - Solar Facility

****External Email. Use caution before opening attachments or clicking links.****

I am at our annual Judges Conference and will be out of town. Maybe next time you are through.
Joe

Sent from my iPhone

On Sep 29, 2021, at 2:32 PM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

Mr. Choate:

Please allow me to introduce myself. I am the Development Manager for Leeward Renewable Energy, leading our efforts in Hart County. We are a developer-owner-operator, headquartered in Dallas, with 22 operating facilities across the United States. Over the last twelve months I have been working with landowners in the area to secure rights that will support our plans to develop a 50MWac utility-scale solar facility with interconnection to the PJM grid. The proposed site is located along the L&N Turnpike, east of I-65.

I would like to schedule some time to introduce myself and share a little about Leeward and our plans for this facility. I will be in the area tomorrow but am based in Indianapolis and so it's very easy for me to make time for a quick visit. Please let me know if there is a particular time that is most convenient for you.

All the best,

Rob Kalbouss
Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, October 13, 2021 10:26 AM
To: Judge Exec
Cc: Erica Zolezzi
Subject: RE: Hart County - Solar Facility

Good Morning,

Erica and I are looking forward to meeting with you.

For this meeting, I think it would be good to invite one or two of the local magistrates. I believe Gary Gardner represents the part of the county where the proposed facility is located. Might also be good to have someone from the industrial Authority Board there. John Bunnell was recommended to us but we are open to suggestions.

I will send an invite for 9:30am Central. Please feel free to propose an alternative, if that is not convenient for you.

All the best,

Rob Kalbouss
Development Manager
512.902.8837

From: Judge Exec <judgeexec@hartky.org>
Sent: Monday, October 11, 2021 9:03 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Cc: Erica Zolezzi <Er.Zolezzi@LeewardEnergy.com>
Subject: RE: Hart County - Solar Facility

****External Email. Use caution before opening attachments or clicking links.****

Rob,
Monday the 25th would be best for me. You can name the time. Who else would you like me to have attend?
Thanks,



Joe Choate
Hart County Judge Executive
Office: (270) 524-5219
Fax: (270) 524-9732



Confidentiality Notice: "The information contained in this e-mail and all attachments is confidential and is intended only for the use of the person or entity to which it is addressed. If you are not the intended recipient, be aware that any review, disclosure, copying, distribution or use of this e-mail or any attachment is prohibited and may be unlawful. If you have received this e-mail in error, please contact the sender by return e-mail and delete the e-mail and all attachments from your system. Thank you."

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Monday, October 4, 2021 2:01 PM
To: Judge Exec <judgeexec@hartky.org>
Cc: Erica Zolezzi <Er.Zolezzi@LeewardEnergy.com>
Subject: RE: Hart County - Solar Facility

Mr. Choate,

My colleague, Erica Zolezzi, who is leading public affairs for Leeward in Hart County, is joining me for a trip to the project area at the end of the month. Do you have some time during the week of October 25 to meet with us?

I would like to introduce Leeward and provide some detail on our plans for this project. In particular, I think it would be productive to walk through the general process through which utility-scale solar projects typically get developed and share some analysis on the economic benefits.

Erica and I would be happy to address any colleagues you recommend also attend. I think 60-90 minutes should be sufficient for an introductory presentation and Q&A. Please let me know a good day and time so I can send an invite.

Best Regards,

Rob Kalbouss
Development Manager
512.902.8837

From: Judge Exec <judgeexec@hartky.org>
Sent: Wednesday, September 29, 2021 2:38 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County - Solar Facility

****External Email. Use caution before opening attachments or clicking links.****

I am at our annual Judges Conference and will be out of town. Maybe next time you are through.
Joe

Sent from my iPhone

On Sep 29, 2021, at 2:32 PM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

Mr. Choate:

Please allow me to introduce myself. I am the Development Manager for Leeward Renewable Energy, leading our efforts in Hart County. We are a developer-owner-operator, headquartered in Dallas, with 22 operating facilities across the United States. Over the last twelve months I have been working with landowners in the area to secure rights that will support our plans to develop a 50MWac utility-scale solar facility with interconnection to the PJM grid. The proposed site is located along the L&N Turnpike, east of I-65.

I would like to schedule some time to introduce myself and share a little about Leeward and our plans for this facility. I will be in the area tomorrow but am based in Indianapolis and so it's very easy for me to make time for a quick visit. Please let me know if there is a particular time that is most convenient for you.

All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, October 13, 2021 10:26 AM
To: Judge Exec
Cc: Erica Zolezzi
Subject: RE: Hart County - Solar Facility

Good Morning,

Erica and I are looking forward to meeting with you.

For this meeting, I think it would be good to invite one or two of the local magistrates. I believe Gary Gardner represents the part of the county where the proposed facility is located. Might also be good to have someone from the industrial Authority Board there. John Bunnell was recommended to us but we are open to suggestions.

I will send an invite for 9:30am Central. Please feel free to propose an alternative, if that is not convenient for you.

All the best,

Rob Kalbouss
Development Manager
512.902.8837

From: Judge Exec <judgeexec@hartky.org>
Sent: Monday, October 11, 2021 9:03 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Cc: Erica Zolezzi <Er.Zolezzi@LeewardEnergy.com>
Subject: RE: Hart County - Solar Facility

****External Email. Use caution before opening attachments or clicking links.****

Rob,
Monday the 25th would be best for me. You can name the time. Who else would you like me to have attend?
Thanks,



Joe Choate
Hart County Judge Executive
Office: (270) 524-5219
Fax: (270) 524-9732



Confidentiality Notice: "The information contained in this e-mail and all attachments is confidential and is intended only for the use of the person or entity to which it is addressed. If you are not the intended recipient, be aware that any review, disclosure, copying, distribution or use of this e-mail or any attachment is prohibited and may be unlawful. If you have received this e-mail in error, please contact the sender by return e-mail and delete the e-mail and all attachments from your system. Thank you."

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Monday, October 4, 2021 2:01 PM
To: Judge Exec <judgeexec@hartky.org>
Cc: Erica Zolezzi <Er.Zolezzi@LeewardEnergy.com>
Subject: RE: Hart County - Solar Facility

Mr. Choate,

My colleague, Erica Zolezzi, who is leading public affairs for Leeward in Hart County, is joining me for a trip to the project area at the end of the month. Do you have some time during the week of October 25 to meet with us?

I would like to introduce Leeward and provide some detail on our plans for this project. In particular, I think it would be productive to walk through the general process through which utility-scale solar projects typically get developed and share some analysis on the economic benefits.

Erica and I would be happy to address any colleagues you recommend also attend. I think 60-90 minutes should be sufficient for an introductory presentation and Q&A. Please let me know a good day and time so I can send an invite.

Best Regards,

Rob Kalbouss
Development Manager
512.902.8837

From: Judge Exec <judgeexec@hartky.org>
Sent: Wednesday, September 29, 2021 2:38 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County - Solar Facility

****External Email. Use caution before opening attachments or clicking links.****

I am at our annual Judges Conference and will be out of town. Maybe next time you are through.
Joe

Sent from my iPhone

On Sep 29, 2021, at 2:32 PM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

Mr. Choate:

Please allow me to introduce myself. I am the Development Manager for Leeward Renewable Energy, leading our efforts in Hart County. We are a developer-owner-operator, headquartered in Dallas, with 22 operating facilities across the United States. Over the last twelve months I have been working with landowners in the area to secure rights that will support our plans to develop a 50MWac utility-scale solar facility with interconnection to the PJM grid. The proposed site is located along the L&N Turnpike, east of I-65.

I would like to schedule some time to introduce myself and share a little about Leeward and our plans for this facility. I will be in the area tomorrow but am based in Indianapolis and so it's very easy for me to make time for a quick visit. Please let me know if there is a particular time that is most convenient for you.

All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, March 30, 2022 9:05 AM
To: Judge Exec; Erica Zolezzi
Subject: Re: Hart Solar next steps

Good Morning, Judge. Yes, Thoroughbred Solar is us. Do you have time for a call with Erica and me at 11am Central this morning? I'd be happy to talk through some of the questions you're getting. Please let me know if that time works and I'll get it on the calendar.

Thanks,

Rob Kalbouss - 512.902.8837

From: Judge Exec <judgeexec@hartky.org>
Sent: Wednesday, March 30, 2022 9:00:27 AM
To: Erica Zolezzi <Er.Zolezzi@LeewardEnergy.com>
Cc: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: RE: Hart Solar next steps

****External Email. Use caution before opening attachments or clicking links.****

Erica and Rob,

I have had a few calls the last couple of days from a mayor and school superintendent. They have received an email from Thoroughbred Solar wanting to set up meetings. Is this your project? Just needing some answers for these questions.

Thanks,



Joe Choate

Hart County Judge Executive

Office: (270) 524-5219

Fax: (270) 524-9732



Confidentiality Notice: "The information contained in this e-mail and all attachments is confidential and is intended only for the use of the person or entity to which it is addressed. If you are not the intended recipient, be aware that any review, disclosure, copying, distribution or use of this e-mail or any attachment is prohibited and may be unlawful. If you have received this e-mail in error, please contact the sender by return e-mail and delete the e-mail and all attachments from your system. Thank you."

From: Erica Zolezzi <Er.Zolezzi@LeewardEnergy.com>
Sent: Tuesday, January 18, 2022 12:22 PM
To: Judge Exec <judgeexec@hartky.org>
Cc: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: RE: Hart Solar next steps

Yes, absolutely. Rob will be there on Thursday ready to present at 9:30 am. What address should he plan to be at?

I will not be joining this time around, but I hope to be back soon.

Erica Zolezzi

Senior Manager, Public Affairs

Leeward Renewable Energy, LLC

135 Main St., 6th Floor, San Francisco, CA 94105

Er.Zolezzi@LeewardEnergy.com

M 808-276-5269

leewardenergy.com



From: Judge Exec <judgeexec@hartky.org>
Sent: Tuesday, January 18, 2022 8:39 AM
To: Erica Zolezzi <Er.Zolezzi@LeewardEnergy.com>
Cc: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: RE: Hart Solar next steps

****External Email. Use caution before opening attachments or clicking links.****

Erica,
Just wanted to make sure we were still a go for this week.
Thanks,
Joe

From: Erica Zolezzi <Er.Zolezzi@LeewardEnergy.com>
Sent: Monday, December 20, 2021 12:10 PM
To: Judge Exec <judgeexec@hartky.org>
Cc: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: RE: Hart Solar next steps

Mr. Choate,

I talked to Rob, and we'd like to be on the schedule for after court on Jan 20th around 9:30 am. If we don't connect with you before the new year, I hope your holidays are wonderful and you get to enjoy some time with loved ones.

Thanks,

Erica Zolezzi

Senior Manager, Public Affairs

Leeward Renewable Energy, LLC

135 Main St., 6th Floor, San Francisco, CA 94105

Er.Zolezzi@LeewardEnergy.com

M 808-276-5269

leewardenergy.com

[Redacted]

[Redacted]

[Redacted]

From: Judge Exec <judgeexec@hartky.org>
Sent: Wednesday, December 15, 2021 4:42 AM
To: Erica Zolezzi <Er.Zolezzi@LeewardEnergy.com>
Cc: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart Solar next steps

You don't often get email from judgeexec@hartky.org. [Learn why this is important](#)

****External Email. Use caution before opening attachments or clicking links.****

Erica,
If you are just wanting the magistrates I could put you on the fiscal court agenda for one of the two meetings in January.
Thanks
Joe

Sent from my iPhone

On Dec 14, 2021, at 2:54 PM, Erica Zolezzi <Er.Zolezzi@leewardenergy.com> wrote:

Mr. Choate,

Rob and I wanted to reach out since it's been a few weeks since our meeting in October about the Hart Solar project. In our meeting, you recommended that we present an overview of the project to the other county magistrates, and we think this is a great idea and an important next step for us. We were thinking that mid- to late January would be ideal timing for us to get back out to Hart County, which should provide some buffer around holiday time-off. We'd love to get your input on whether that timing works for others and who should be included in this meeting.

On a separate note, Rob and I wanted to extend our condolences for the recent tornado damage across Kentucky. We've connected with Hope Hawkins from the Chamber, and she has let us know about ways we can help the relief efforts.

Sincerely,

Erica Zolezzi

Senior Manager, Public Affairs

Leeward Renewable Energy, LLC

135 Main St., 6th Floor, San Francisco, CA 94105

Er.Zolezzi@LeewardEnergy.com

M 808-276-5269

leewardenergy.com

[Redacted signature line]

[Redacted signature block]

[Redacted signature block]

Orahood, Teresa

From: Rob Kalbouss
Sent: Monday, November 14, 2022 11:26 AM
To: Judge Exec
Subject: Re: Thoroughbred - Tax Abatement

How does some time on Wed, December 8 work?

Get [Outlook for iOS](#)

From: Judge Exec <judgeexec@hartky.org>
Sent: Monday, November 14, 2022 10:18:17 AM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: RE: Thoroughbred - Tax Abatement

****External Email. Use caution before opening attachments or clicking links.****

Rob,
I will be out of town from Wednesday on. I have some time tomorrow.
Joe

From: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Sent: Monday, November 14, 2022 10:16 AM
To: Judge Exec <judgeexec@hartky.org>
Cc: Patrick Walsh <Patrick.Walsh@LeewardEnergy.com>
Subject: Thoroughbred - Tax Abatement

Good Morning Judge Choate,

I'd like to meet with you to run through some slides we put together on an IRB abatement concept we'd like to propose.

Do you have any time late Friday morning or early in the afternoon?

All the best,
Rob

Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, December 7, 2021 1:47 PM
To: Judge Exec
Subject: Solar Development

Good Afternoon Mr. Choate:

I would like to touch base with you before the holidays. Since our visit a few weeks ago, Erica and I have been planning our activities next year en route to permitting the project. We'd like to take a few minutes of your time to talk about a meeting with the broader group of county officials, as we discussed during our visit. Do you have 30 minutes available on Friday or Monday for a quick call?

Thanks,

Rob Kalbouss - 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Monday, November 14, 2022 11:16 AM
To: Judge Exec
Cc: Patrick Walsh
Subject: Thoroughbred - Tax Abatement

Good Morning Judge Choate,

I'd like to meet with you to run through some slides we put together on an IRB abatement concept we'd like to propose.

Do you have any time late Friday morning or early in the afternoon?

All the best,
Rob

Orahood, Teresa

Subject: Thoroughbred Solar Update

Start: Wed 3/30/2022 12:00 PM

End: Wed 3/30/2022 12:30 PM

Show Time As: Tentative

Recurrence: (none)

Organizer: Rob Kalbouss

Required Attendees: Judge Exec; Erica Zolezzi

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 469-848-0052,,491473814#](#) United States, Dallas

Phone Conference ID: 491 473 814#

[Find a local number](#) | [Reset PIN](#)



Problem? Contact Leeward's IT Support @ (214) 515-1138 or support.desk@leewardenergy.com.

[Learn More](#) | [Meeting options](#)

Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, October 25, 2022 9:51 AM
To: Trace Meador; John Bunnell
Cc: Erica Zolezzi; Miranda Kessel-Vincent; Ashley O'Brien
Subject: Cattlemen's Association - Nov 17

Good Morning Trace and John,

I would like to hear your thoughts on announcing the donation at the Nov 17 event. I am available to attend and would be pleased to say a few remarks about our involvement with Cattlemen's.

Also, I'd like to provide a project update so that you have the most accurate information should members have questions. Please let me know if you both have time to catch up later in the week - any time tomorrow or late Friday is ideal.

Miranda and Ashley will also want to follow up about acknowledgment of the donation and the event.

All the best,

Rob Kalbouss

Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Monday, April 18, 2022 10:42 AM
To: Trace Meador
Cc: Erica Zolezzi
Subject: Hart County Solar Project

Good Morning Trace,

Just wanted to confirm we are on for Wed at 7pm. I'm looking forward to it!

Regards,

Rob Kalbouss - 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Thursday, February 3, 2022 12:48 PM
To: tracemeador@rocketmail.com
Cc: Erica Zolezzi
Subject: Hart County Solar - Follow Up

Trace,

Great talking with you about the Hart County Cattleman's Association and our solar project in the county.

As discussed, two of our participating landowners raise cattle and will continue to be able to do so once the facility is operational. Leasing some of their ground to us offers them a little extra income diversification so they can continue doing what they've been doing for generations with a little added financial security.

I would love to present at your next meeting and we definitely want to support the organization, so I look forward to an open dialogue with you. I've copied Erica Zolezzi who is leading our public affairs efforts for the project. She and I have both will return to the community periodically over the next year as we move forward with permitting the project and related outreach. We look forward to working with you!

All the best,

Rob Kalbouss

Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, April 19, 2022 7:35 AM
To: Trace Meador
Cc: Erica Zolezzi
Subject: Re: Hart County Solar Project

Trace, my apologies. To be clear, I'm planning to attend the meeting Thursday night. Sorry for the confusion!

Rob Kalbouss - 512.902.8837

From: Rob Kalbouss
Sent: Monday, April 18, 2022 10:42:09 AM
To: Trace Meador <tracemeador@rocketmail.com>
Cc: Erica Zolezzi <Er.Zolezzi@LeewardEnergy.com>
Subject: Hart County Solar Project

Good Morning Trace,

Just wanted to confirm we are on for Wed at 7pm. I'm looking forward to it!

Regards,

Rob Kalbouss - 512.902.8837

Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, March 22, 2022 9:05 PM
To: Trace Meador
Subject: Re: Hart County Solar Project

I look forward to attending!

Rob Kalbouss - 512.902.8837

From: Trace Meador <tracemeador@rocketmail.com>
Sent: Tuesday, March 22, 2022 5:23:07 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County Solar Project

****External Email. Use caution before opening attachments or clicking links.****

The meeting for next month is April 21st at 7pm CST.

Thank you!
Trace Meador

On Mar 22, 2022, at 3:35 PM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

April will probably work. What day and time do you have in mind?

Rob Kalbouss
Sr. Development Manager
512.902.8837

From: Trace Meador <tracemeador@rocketmail.com>
Sent: Tuesday, March 22, 2022 3:32 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County Solar Project

****External Email. Use caution before opening attachments or clicking links.****

Yes I wouldn't mind. I had emailed you back to the original message and never heard back. We actually only have one more meeting this spring it's in April and we won't start back up with meetings until the fall. If you'd be interested in sponsoring this last meeting in April let me know and I can write you down and we can discuss date and time further after that! Thanks for getting back with me.

Thank you!
Trace Meador

On Mar 22, 2022, at 2:38 PM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com>
wrote:

Hi Trace, I would like to follow up with you about presenting at your next meeting. Do
you have some time to get on a call with me and my colleagues (cc'd) later in the week?

Rob Kalbouss

Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, March 22, 2022 4:36 PM
To: 'Trace Meador'
Subject: RE: Hart County Solar Project

April will probably work. What day and time do you have in mind?

Rob Kalbouss
Sr. Development Manager
512.902.8837

From: Trace Meador <tracemeador@rocketmail.com>
Sent: Tuesday, March 22, 2022 3:32 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County Solar Project

****External Email. Use caution before opening attachments or clicking links.****

Yes I wouldn't mind. I had emailed you back to the original message and never heard back. We actually only have one more meeting this spring it's in April and we won't start back up with meetings until the fall. If you'd be interested in sponsoring this last meeting in April let me know and I can write you down and we can discuss date and time further after that! Thanks for getting back with me.

Thank you!
Trace Meador

On Mar 22, 2022, at 2:38 PM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

Hi Trace, I would like to follow up with you about presenting at your next meeting. Do you have some time to get on a call with me and my colleagues (cc'd) later in the week?

Rob Kalbouss
Sr. Development Manager

Leeward Renewable Energy, LLC
6688 N. Central Expressway, Suite 500, Dallas, TX 75206
rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Tuesday, March 22, 2022 3:38 PM
To: Trace Meador
Cc: allan@kaohmedia.com; miranda@kaohmedia.com
Subject: Hart County Solar Project

Hi Trace, I would like to follow up with you about presenting at your next meeting. Do you have some time to get on a call with me and my colleagues (cc'd) later in the week?

Rob Kalbouss

Sr. Development Manager

Leeward Renewable Energy, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

rob.kalbouss@leewardenergy.com [512.902.8837](tel:512.902.8837)

leewardenergy.com



Orahood, Teresa

From: Rob Kalbouss
Sent: Wednesday, April 20, 2022 9:43 AM
To: Trace Meador
Cc: Erica Zolezzi
Subject: RE: Hart County Solar Project
Attachments: Form W-9.pdf

Hi Trace, can you send me a completed W-9 so I can begin processing our sponsorship? Please let me know where to send the check.

Rob Kalbouss

Sr. Development Manager
512.902.8837

From: Trace Meador <tracemeador@rocketmail.com>
Sent: Tuesday, April 19, 2022 2:01 PM
To: Rob Kalbouss <Rob.Kalbouss@LeewardEnergy.com>
Subject: Re: Hart County Solar Project

****External Email. Use caution before opening attachments or clicking links.****

Yessir. If you can call me just to confirm.
270-537-3383.

Thank you!
Trace Meador

On Apr 19, 2022, at 6:35 AM, Rob Kalbouss <Rob.Kalbouss@leewardenergy.com> wrote:

Trace, my apologies. To be clear, I'm planning to attend the meeting Thursday night. Sorry for the confusion!

Rob Kalbouss - 512.902.8837

From: Rob Kalbouss
Sent: Monday, April 18, 2022 10:42:09 AM
To: Trace Meador <tracemeador@rocketmail.com>
Cc: Erica Zolezzi <Er.Zolezzi@LeewardEnergy.com>
Subject: Hart County Solar Project

Good Morning Trace,

Just wanted to confirm we are on for Wed at 7pm. I'm looking forward to it!

Regards,

Rob Kalbouss - 512.902.8837

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SOLAR LEASE AND EASEMENT AGREEMENT

This **SOLAR LEASE AND EASEMENT AGREEMENT** (this "Agreement"), dated and effective on June 28, 2021 (the "Effective Date"), is made by and between [REDACTED] ("Owner"), and LEEWARD RENEW ABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company ("Lessee"). Owner and Lessee are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Owner is the fee simple title owner of certain real property located in Hart County, Kentucky, being known as Hart County Assessor's Parcel No. 055-00-00-063.00 (the "Land"), consisting of 150.00 acres, more or less;
- B. Lessee wishes to develop on a portion of the Land, consisting of approximately 50 acres, as more particularly described and depicted in Exhibit B (the "Leased Premises"), a solar power electrical generation and/or energy storage facility (with all related infrastructure as described herein, the "Project"), and, if it so elects, to construct, operate, and maintain the Project; and
- C. Lessee desires to lease from Owner, and to enjoy associated easements and rights of way over, all or a portion of Leased Premises, and Owner desires to grant to Lessee the lease and easements rights described in this Agreement.

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

AGREEMENT

1. Defined Terms; Construction.

- (a) Definitions. Except as otherwise explicitly provided herein, when used in this Agreement, capitalized terms shall have the meanings ascribed to them in Exhibit A, or in the applicable Section of this Agreement to which reference is made in Exhibit A.
- (b) Rules of Construction. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires (i) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting any gender shall include all genders as the context requires; (ii) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (iii) the terms "hereof," "herein," "hereunder," "hereby," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iv) when a reference is made to a Section or Exhibit, such reference is to a Section or Exhibit of this Agreement unless otherwise specified; (v) the words "include," "includes," and "including" shall be deemed to be modified by the words "without limitation" or "including, but not limited to," unless otherwise specified; (vi) the use of the word "or" is not intended to be exclusive unless expressly indicated otherwise or the context so requires; (vii) the word "shall" shall be construed to have the same meaning and effect

of the word “will”; (viii) a reference to any Party to this Agreement or a Person party to any other agreement or document shall include such Party’s or Person’s successors and permitted assigns; and (ix) a reference to any Law means such Law as amended, modified, codified, replaced, or reenacted, from time to time, and all rules and regulations promulgated thereunder.

2. **Grant of Lease.** Beginning on the Effective Date and for the Lease and Easement Term, Owner leases to Lessee, and Lessee leases from Owner, the Leased Premises in accordance with the terms and conditions of this Agreement (“Lease”). The Lease grants Lessee and its agents, contractors, and employees the right to use the Leased Premises for the following permitted uses (collectively, the “Lease Rights”):

- (a) **Development Rights.** Lessee and its employees, agents, and contractors shall have the right to enter upon the Leased Premises and the right of ingress and egress over and across the Leased Premises for the purposes of (i) surveying the Leased Premises, (ii) performing such other tests and studies as Lessee may desire in connection with development of the Project, including environmental, avian, and cultural resource assessments, and geotechnical, foundation, and soil tests; provided that such activities do not unreasonably interfere with Owner’s use of the Leased Premises, and (iii) installing, maintaining, operating, inspecting, and removing one or more Weather Instruments (including the fencing of said Weather Instruments) and performing all tests and studies associated therewith. During the Development Term, Owner shall not permit any individual or entity other than Lessee (or its employees, agents, and contractors) to install any Weather Instruments on the Land or grant to any other party the right to develop any solar generation or energy storage facility on the Land.
- (b) **Construction Right.** Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove all or any part or component of the Improvements. Lessee may exercise its right to use all or any part of the Leased Premises when, as, and if Lessee deems it necessary or advisable to do so to perform the activities for which this right is granted, including staging areas and parking for Lessee’s employees, irrespective of whether such Improvements or staging areas are located, or are planned to be located, on the Leased Premises, subject to the provisions of Section 6(d) below.
- (c) **Access Right.** Lessee and its employees, agents, and contractors shall have unobstructed vehicular and pedestrian access and ingress to and egress from the Improvements, the Leased Premises, and any public roadways, and the right to construct, maintain, relocate, and utilize Roadway Improvements on the Leased Premises. Owner shall not permit others to obstruct or damage the roads or Roadway Improvements located on the Leased Premises or in any other way interfere with any rights granted in this Agreement. Lessee shall repair any damage done to Roadway Improvements that result from use by Lessee, its employees, agents, and contractors. Lessee shall maintain such roads in the condition necessary for use by Lessee’s equipment, and in the case of existing roads, in at least the condition that existed prior to Lessee’s use suitable for farm and ranch vehicles and equipment.
- (d) **Solar Panels Right.** Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Solar Panels and the appurtenant Collection Facilities, together with associated roads and parking areas on the Leased Premises.

- (e) Collection Facilities Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Collection Facilities on and under the Leased Premises.
- (f) Substation Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove one or more Substations on the Leased Premises.
- (g) Telecommunication Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Telecommunication Facilities on and under the Leased Premises.
- (h) Weather Instrument Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove a Weather Instrument and the appurtenant Collection Facilities on the Leased Premises.

3. **Grant of Easements**. Beginning on the Effective Date and for the Lease and Easement Term, Owner grants to Lessee, and Lessee accepts from Owner, the following easements over and across the Leased Premises (and if applicable, Owner's Adjacent Property (as such term is defined below)) in accordance with the terms and conditions of this Agreement. The following easements are for the benefit of Lessee and Lessee's agents, contractors, and employees and are collectively referred to as the "Easements," and the associated rights, the "Easement Rights":

- (a) Sun Non-Obstruction Easement. Owner grants to Lessee, and Lessee accepts from Owner, an irrevocable, exclusive easement for the right and privilege to use, maintain, and capture the free and unobstructed sunlight over and across the Leased Premises ("Non-Obstruction Easement"). Owner shall not engage in any activity or construct or permit to be constructed any structure on the Leased Premises or any other neighboring property owned or controlled by Owner (including, without limitation, the Land, "Owner's Adjacent Property") that might interfere with the solar irradiance or insolation over any portion of the Leased Premises; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Lessee's operation of the Project or exercise of any rights granted in this Agreement, including, without limitation, by the emission of suspended particulate matter, smoke, fog, steam, or other airborne impediments to insolation (collectively "Interference"). Notwithstanding the foregoing, Owner shall be permitted to construct on Owner's Adjacent Property any structure that has a height (including antennas or other projections) no greater than one-half of the distance between such structure and the Leased Premises. The grant of this Non-Obstruction Easement expressly includes the right of Lessee to enforce Lessee's rights, including the physical removal of trees or structures (except trees and structures existing as of the Effective Date unless otherwise agreed in writing by Owner) located on the Leased Premises and Owner's Adjacent Property causing Interference to the Project contemplated by Lessee. Lessee shall provide reasonable notice to Owner prior to making any such removals and shall remove any trees in a manner that prevents any regrowth.
- (b) Effects Easement. Owner grants to Lessee, and Lessee accepts from Owner, an easement over the Leased Premises and Owner's Adjacent Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project.

- (c) Waiver of Setbacks. Subject to the other terms and conditions of this Agreement, Owner consents to Lessee's installation and operation of Improvements at any location upon the Leased Premises, including at or near the property lines. If any private agreement or restriction, or any law, rule, or ordinance of any governmental agency, imposes setback requirements or otherwise restricts the location of any component of the Improvements on the Leased Premises or along or near property lines of the Leased Premises, Owner shall (at no out-of-pocket cost or expense to Owner) cooperate with and assist Lessee in Lessee's efforts to obtain waivers or variances from such requirements and shall execute all further documents evidencing Owner's agreement to the elimination of such setback requirements.

4. Lease and Easement Term. The Lease and Easement Term shall commence on the Effective Date.

- (a) Development Term. The "Development Term" component of the Lease and Easement Term shall commence on the Effective Date and shall continue to until (i) Lessee gives notice to Owner that it is entering the Construction Term (the "Construction Notice"; the date of such notice, if any, the "Construction Notice Date"), or(ii) the fifth anniversary of the Effective Date, whichever occurs first. If Lessee fails to give the Construction Notice prior to the expiration of the Development Term, this Agreement, and all rights of Lessee hereunder, shall automatically terminate.
- (b) Construction Term. The "Construction Term" component of the Lease and Easement Term, if any, shall commence on the Construction Notice Date, and shall continue until the first to occur of (i) Commercial Production, and (ii) the Outside Construction Date.
- (c) Production Term. The "Production Term" component of the Lease and Easement Term, if any, shall commence on the first to occur of (i) the first date of Commercial Production, or (ii) the Outside Construction Date, and shall continue for 30 years thereafter. Lessee shall provide Owner with written notice of the commencement of the Production Term within thirty (30) days following the date of such commencement, but the failure to provide notice of such date shall not affect Lessee's rights hereunder. For avoidance of doubt, a failure of the Project to achieve Commercial Production prior to the Outside Construction Date shall not be a default hereunder; rather, it shall only serve to inflect the term of this Agreement to the Production Term from the Construction Term.
- (d) Extended Production Terms. Lessee shall have the right to extend the Production Term for two consecutive terms of five years each in accordance with the terms and provisions of this Agreement (each, an "Extended Production Term") by providing written notice to Owner of Lessee's intent to so extend the Production Term by no later than 60 days prior to the end of the Production Term, or, if applicable, the initial Extended Production Term. Each Extended Production Term shall begin on the expiration date of the Production Term or the previous Extended Production Term, as applicable.
- (e) Delays During Lease and Easement Term. At Lessee's option, any component of the Lease and Easement Term and the Outside Construction Date may be extended on a day-for-day basis for any period during which construction or operation of the Project, or the exercise of any other Lease Rights or Easement Rights, is delayed or suspended because of the occurrence of a Regulatory Suspension or Force Majeure; provided,

however, that no such extension shall excuse Lessee's obligations to make any payment to Owner required by this Agreement. The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure event, provided that: (i) the non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, but in no event later than 30 days thereafter, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; (iii) the non-performing Party uses good faith and commercially reasonable efforts to remedy its inability to perform; and (iv) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, each Party shall give prompt written notification thereof to the other Party.

- (f) Termination by Lessee / Reduction in Size of the Leased Premises. Provided Lessee is not in default under any term of this Agreement beyond any applicable notice and cure period, Lessee, at its option, shall have the right to terminate this Agreement at any time during the Lease and Easement Term, as to all or any part of the Lessee Property, which termination shall be effective upon providing written notice of such termination to Owner. If Lessee's notice is a full termination of this Agreement as to all of Lessee Property, the Parties shall be relieved of all further duties and obligations under this Agreement, except for (i) payment of any accrued and unpaid obligations owed by either Party as of the date of termination; (ii) removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any partial termination by Lessee, the Parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof so terminated by Lessee, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of this Agreement. The Parties agree to execute an amendment to this Agreement evidencing such partial termination upon the request of Lessee.

5. **Payments.** Lessee agrees to pay Owner the amounts set forth in Exhibit C as consideration for the Lease, Easements, Lessee's other rights and interests in the Leased Premises and Lessee's rights set forth in Sections 3(a) and 3(b) of this Agreement with respect to the Owner's Adjacent Property.

6. **Improvements.**

- (a) Rights of Lessee. Lessee shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, repair, replace, relocate, and remove all facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials, and property of every kind and character necessary or desirable in the reasonable opinion of Lessee for the construction and operation of portions of the Project on the Leased Premises, including the Solar Panels, Collection Facilities, Substations, Weather Instruments, Storage Facilities, and Roadway Improvements, together with related appurtenances (collectively, the "Improvements").
- (b) Ownership of Improvements. Except as otherwise provided in Section 9(f), all Improvements shall at all times remain the property of Lessee, and Owner shall have no right, title, or interest therein. All Improvements constructed or placed on the Leased Premises by Lessee during the Term may be repaired, replaced, relocated,

removed, added to, or expanded upon by Lessee at any time during the Term. Owner expressly waives any statutory lien or common law liens on the Improvements to which Owner might be entitled.

- (c) Construction Liens. Lessee shall not permit any liens arising out of Lessee's use of Lessee Property under this Agreement to be filed against Owner's interest in the Leased Premises or the Land. Lessee shall, within 60 days after it receives notice of the lien, provide a bond or other security that Owner may reasonably request, or remove such lien from the Leased Premises or the Land in the manner provided by applicable law.
- (d) Location of Improvements. The net acreage required from the Leased Premises for the Improvements for which the Lease and Easements are being granted (and the ultimate location of such Improvements) cannot be determined until the completion of Lessee's inspection, testing, study, and surveying of the Leased Premises during the Development Term. Along with the Construction Notice, Lessee shall deliver to Owner a plan of development showing the contemplated locations of the Improvements and a calculation of the net acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as Exhibit D to this Agreement, and shall confer with Owner to minimize any interference with Owner's use of any of Owner's Adjacent Property or any of the Leased Premises that is not included in the Project; provided, Lessee shall have discretion as to the ultimate location of the Improvements. During the final development and construction of the Project, such locations may need to be amended in Lessee's discretion. Further, following construction, the Improvements may need to be relocated or rerouted by Lessee, which Lessee may perform at any time during the Term of this Agreement, so long as the nature and extent of any such relocated or rerouted Improvements are not materially different and impose no materially greater burden on the Leased Premises than the original locations or routes, and so long as Lessee takes commercially reasonable efforts to minimize disruption or inconvenience to Owner. Within 10 days following the request of Lessee from time to time, Owner shall enter into an amendment of this Agreement and/or any recorded memorandum hereof in order to more particularly describe the Lessee Property.
- (e) Removal of Improvements. Upon full or partial termination of any of the Lease Rights or Easements, Lessee shall remove all Improvements and restore the area formerly occupied by the Improvements to substantially the same physical condition that existed immediately before the construction of the Improvements to the extent reasonably practicable (the "Removal Obligations"). At Owner's request, all or any part of the Roadway Improvements may be left for use by Owner. Owner hereby grants Lessee all rights of access, including after full or partial termination of any of the Lease Rights or Easements, to fulfill the Removal Obligations. No later than the commencement of the Construction Term, Lessee shall post a bond or letter of credit with sufficient surety to pay for the cost of removal of the Improvements from Owner's land and to restore Owner's land to its pre-construction condition, net of the salvage value of the equipment to be removed, as determined by an independent equipment appraiser selected to the mutual satisfaction of Owner and Lessee; provided, however, that to the extent that any governmental authority requires a decommissioning or restoration bond, letter of credit, cash deposit, or other security to cover Lessee's removal and restoration obligations under this Agreement, then Lessee shall comply with the requirements of such governmental authority. Lessee's compliance with such

governmental decommissioning and restoration requirements is agreed, and shall be deemed, by Owner to fulfill and replace all of Lessee's obligations of this Section 6(e).

7. **Ownership and Title Matters.** Owner warrants and represents to Lessee as follows:

- (a) **Authority.** Owner represents and warrants that it is the holder of fee simple title and is the sole owner of the Land and has the unrestricted right and authority to sign this Agreement and to grant Lessee the Lease and Easements and other rights granted in this Agreement. If Owner is an individual, Owner represents and warrants that either (i) Owner is unmarried or (ii) Owner's spouse has joined in the execution of this Lease, or (iii) Owner is married but dealing in his/her sole and separate property. When signed by both parties, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.
- (b) **Other Agreements.** The Leased Premises is not subject to any other agreements, options, rights of first refusal or other prior right of any party to purchase, lease or acquire easements in the Leased Premises, or create any prior claim or right that would preclude or interfere with Lessee's rights and interests under this Agreement and the Lease and Easements.
- (c) **Minerals.** Except to the extent disclosed by Owner to Lessee at the time of the execution of this Agreement by Owner, Owner owns all of the oil, gas and other minerals, and all rights thereto as on or under the Leased Premises. Owner shall use its best efforts to help Lessee, if requested (at no out-of-pocket cost or expense to Owner), obtain from any mineral rights holder existing as of the date hereof (or any lessee or holder of a working interest, if applicable) (collectively, with any future holders of mineral rights, the "Subsurface Rights Holder") a commercially reasonable surface use waiver, surface use accommodation agreement, non-disturbance agreement, or other similar instrument. During the Development Term and Construction Term, Owner shall not grant to any prospective Subsurface Rights Holder any right to use the surface of the Leased Premises without the prior written consent of Lessee, not to be unreasonably withheld, conditioned, or delayed. During the Production Term, Owner may grant to Subsurface Rights Holders the right to use the surface of the Leased Premises (excluding any Lessee Property), provided that such use does not interfere with Lessee's rights hereunder as determined by Lessee in the exercise of its reasonable discretion. In no event shall Owner grant to any future Subsurface Rights Holder any right to use the Leased Premises in a manner that could reasonably be expected to result in loss of subjacent support to the Project.
- (d) **Owner Mortgage.** Except as disclosed by Owner to Lessee in writing at the time of the execution of this Agreement by Owner, there are no mortgages encumbering the Leased Premises ("Owner Mortgage").
- (e) **Notice and Opportunity to Cure.** If there is an Owner Mortgage that encumbers the Leased Premises and Owner receives from the holder thereof ("Owner Mortgagee") any notice that payments are overdue, Owner shall notify Lessee and each Lessee Mortgagee by sending a copy of such overdue payment notice to Lessee by the earlier of (i) five days after receipt, or (ii) three business days prior to the date by which a default under or in respect of such Owner Mortgage could occur. If Lessee or any Lessee Mortgagee determines that it would be in Lessee's interest to make such payments to Owner Mortgagee on Owner's behalf, whether as a result of receiving

such notice or otherwise, Lessee shall have the right to make such payments and to credit the payments so made against the Annual Installment Payments until Lessee is fully reimbursed.

- (f) Subordination, Non-disturbance, and Attornment Agreement. If there is an Owner Mortgage that encumbers the Leased Premises, Owner shall cooperate with Lessee to obtain a Subordination, Non-disturbance and Attornment Agreement (“SNDA”) in the form prepared and provided by Lessee, from each Owner Mortgagee, pursuant to which such Owner Mortgagee agrees, among other things, not to disturb Lessee’s possession and use of the Leased Premises. Lessee shall, at its sole cost and expense, record each such SNDA in the Official Records. If Owner fails to deliver a SNDA from each Owner Mortgagee, Lessee may, at its sole option, either (i) terminate this Agreement immediately upon written notice to Owner, or (ii) take such action as Lessee deems reasonably necessary to effect the rights granted to Lessee hereunder (including, without limitation, paying off Owner’s Mortgage in whole or in part), and off-set all amounts expended in such efforts against the Annual Installment Payments and any other amounts due or that may become due hereunder or in respect hereof.

8. **Representations and Warranties of Owner**. Owner hereby makes the following further representations and warranties:

- (a) Physical Condition. Owner has no knowledge of any existing physical conditions of the Leased Premises which would prevent, significantly restrict, or make more expensive Lessee’s development of the Leased Premises for the purposes specified in this Agreement, or that could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.
- (b) Legal Restrictions. Owner has no knowledge of any law, regulation, ordinance, or order of any local, state, or federal governmental authority that would prohibit or significantly restrict Lessee’s development of the Leased Premises or the Transmission Easement Area pursuant to this Agreement. This Agreement does not violate any contract, agreement, instrument, judgment, or order to which Owner is a party or that affects the Leased Premises. To the best of Owner’s knowledge, the Leased Premises is currently in full and complete compliance with all governmental laws, ordinances, orders, rules, and regulations applicable thereto.
- (c) No Litigation. No litigation is pending, and, to the best of Owner’s knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Leased Premises. If Owner learns of any litigation or administrative action proposed, threatened or instituted with respect to the Leased Premises, Owner shall give Lessee notice within 30 days thereof.

9. **Use, Operation, and Maintenance**.

- (a) Exclusive Use by Lessee. Lessee shall have the exclusive right (i) to use and possess the Leased Premises in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to investigate, inspect, survey, and conduct tests of the Leased Premises, including meteorological, environmental, archeological, and geotechnical tests and studies; (iii) to use and convert all of the sunlight resources on the Leased Premises; and (iv) to undertake such other activities on the Leased

Premises that may be related to the Project, including the storage of Solar Panels, materials, and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

- (b) No Required Installation or Operation. Nothing in this Agreement shall be interpreted as imposing on Lessee any obligation to install Solar Panels or other Improvements on the Leased Premises, or to construct, install, or operate the Project on the Leased Premises. Lessee shall have the sole discretion to determine if and when any Solar Panels and other Improvements may be constructed on the Leased Premises, and if and when to commence the construction or operation of the Project on the Leased Premises.
- (c) Permits and Approvals. Lessee shall be responsible, at its sole cost and expense, for obtaining any governmental permits and approvals necessary for the construction and operation of the Project and the construction and operation of the Improvements. Owner shall cooperate, at no out-of-pocket cost or expense to Owner, with Lessee as necessary to obtain any governmental or utility approvals or permits, including signing any applications for such approvals.
- (d) Compliance with Laws. Lessee shall comply in all material respects with laws applicable to its use of the Leased Premises and Lessee Property. Lessee shall have the right, in its sole discretion and at its sole expense, in Lessee's name, to contest the validity or applicability to the Leased Premises and Lessee Property of any law, ordinance, statute, order, regulation, property assessment, or the like made by any governmental agency or entity. Lessee shall control any such contest and Owner shall cooperate with Lessee in every reasonable way in such contest at no out-of-pocket cost or expense to Owner.
- (e) Care and Appearance. Lessee, in its exercise of the lease, easement, and other rights granted hereunder, shall, at all times, maintain the Leased Premises and the Improvements in a reasonably neat, clean, and presentable condition. Lessee shall not willfully damage or destroy the Leased Premises and shall keep the Leased Premises clean and free of debris created by Lessee, its contractors, or others brought on to the Leased Premises by Lessee. Lessee shall not use the Leased Premises for storage, except for materials, construction equipment, and vehicles directly associated with construction or maintenance of the Improvements on the Leased Premises or on adjacent or neighboring properties that are part of the Project.
- (f) Fences and Gates. Lessee shall consult with Owner as to the location of all fences, gates, and cattle guards that it intends to construct on the Leased Premises outside of the Lessee Property; provided, that Lessee shall have sole discretion as to the ultimate location of any fences, gates, and cattle guards necessary to safeguard the Project. At Owner's request, Lessee shall repair or replace any of Owner's fences, gates, or cattle guards on Owner's Adjacent Property damaged or removed in connection with Lessee's activities on the Leased Premises. Fences removed from the Leased Premises, if replaced, shall be re-built by Lessee at its expense in mutually agreeable locations. All fence repair and construction of Owner's fences, gates, or cattle guards shall be substantially similar to the construction of fences and cattle guards that exist on the Leased Premises as of the Effective Date. Once completed, all replacement fences, gates, and cattle guards shall be owned and maintained by Owner. Upon abandonment or termination of the rights granted to Lessee in this Agreement, any fences, gates, and

cattle guards installed by Lessee shall remain and become the property of Owner. To minimize the need for temporary fencing, Owner will cooperate with Lessee to avoid pasturing animals on or near the Improvements during periods of construction, maintenance, or removal activity by Lessee. Owner will discuss with Lessee what temporary fencing is necessary during the periods of construction, maintenance, or removal activity by Lessee.

- (g) Roadway Maintenance and Repairs. Lessee agrees to maintain and repair all Roadway Improvements located on Lessee Property; provided, however, Owner shall repair any damage or perform any special maintenance of the Roadway Improvements caused by Owner or any Person using the Roadway Improvements with Owner's permission, other than Lessee, or if Owner fails to repair such damage or perform such special maintenance within 30 days following written notice from Lessee specifying the damage to be repaired or the special maintenance required then Owner shall reimburse Lessee for any costs and expenses incurred by Lessee to repair any such damage or perform any such special maintenance and if Owner so fails to reimburse Lessee, Lessee shall have the right to setoff such costs and expenses against such amounts as may become due and payable by Lessee hereunder.

- (h) Conservation Reserve Program. If Owner is a party to a Conservation Reserve Program contract ("CRP Contract") with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410, Owner shall provide Lessee with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Lessee shall reimburse Owner for the penalties and interest, if any (including for any past payments received by Owner that must be repaid by Owner), assessed by the U.S. Department of Agriculture as a result of the construction of the Improvements on the Leased Premises. Owner shall cooperate with Lessee in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Improvements on the Leased Premises covered by a CRP Contract.

- (i) Damage to Landowner's Property.
 - (i) Crop Damage; Cattle. The parties anticipate and acknowledge that, in the exercise of Lessee's construction rights granted under Section 2(b), Lessee may damage or destroy crops on the Leased Premises. If any of Owner's growing crops are materially damaged or destroyed as a result of such activities of Lessee during the Construction Term, then Lessee shall promptly pay to Owner an amount equal to the greater of (x) the actual out-of-pocket costs theretofore incurred by Owner in planting, irrigating, and fertilizing such growing crops in the applicable calendar year (excluding any and all capital expenditures, including, without limitation, the cost of cattle, farm equipment, or machinery), or (y) the fair market value of such growing crops in their condition prior to such damage, destruction, or removal as established by multiple peril crop insurance historic yields for the immediately preceding 10 years. In the event that any cattle owned by Owner are injured or die as a result of negligent acts or omissions of Lessee, its contractors or employees on the Owner's Adjacent Property, then Lessee shall pay to Owner an amount equal to the fair market value of such cattle within thirty (30) days following Lessee's receipt of reasonable evidence (i) that the death or injury was caused by the negligent acts or omissions of

Lessee, its contractors or employees on the Owner's Adjacent Property, and (ii) of the fair market value of such cattle.

- (ii) Drain Tile or Irrigation System Damage. Prior to the commencement of the Construction Term, Owner shall provide Lessee with information regarding the location of any tile lines or irrigation systems that may be located on the Leased Premises, including GPS coordinates if available. Lessee, in the exercise of its construction rights granted under Section 2(b), will take commercially reasonable steps to avoid damaging any such tile lines or irrigation systems on the Leased Premises. Lessee agrees to repair, replace, and/or reroute underground tile lines damaged during construction of the Project. Upon reasonable notice, Owner shall be given the opportunity to inspect the repair, replacement, or rerouting of tile or irrigation systems prior to being covered with topsoil.

10. Taxes.

- (a) Owner's Taxes. Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("Taxes") levied or assessed against the Land and all improvements thereon by governmental authorities, other than Lessee's Taxes referenced in Section 10(b) (Taxes, excepting Lessee's Taxes, "Owner's Taxes").
- (b) Lessee's Taxes. Subject to timely receipt from Owner and/or appropriate governmental agency of the relevant statement for Taxes pursuant to this Section 10(b), Lessee shall pay prior to delinquency any personal property Taxes on Improvements and/or any Taxes that were directly attributable to solar energy conversion equipment installed by Lessee and all increases (including any increases attributable to a change in the valuation from agricultural use) in the ad valorem property Taxes levied against the Leased Premises that are assessed for the period from and after the date of this Agreement until the end of the Term hereof as a result of the installation of Lessee's Improvements and/or solar energy conversion equipment on the Leased Premises ("Lessee's Taxes"). Lessee shall not be responsible for Taxes attributable to improvements installed by Owner or others on the Land or other Owner's Adjacent Property. Owner shall submit the annual statement for Taxes to Lessee within a reasonable time after the date Owner receives the statement from the taxing authority and in any event not less than 30 days prior to the date such Taxes are due and payable. In the event that Owner has been delinquent in payment of Owner's Taxes for a period of at least two years, Lessee may elect to have the statement for Taxes sent directly to Lessee. In such event, Lessee shall pay all Lessee's Taxes to the appropriate taxing authority prior to delinquency, and Owner shall pay to Lessee Owner's Taxes prior to delinquency (or Lessee may pay Owner's Taxes and offset such amount against the Annual Installment Payments). If Lessee receives such statement directly, Lessee shall submit a copy of the statement for Taxes to Owner within 30 days after the date Lessee receives the statement from the taxing authority. Any recapture liability associated with the change in use of the Leased Premises from agricultural use shall be paid by Lessee.
- (c) Failure to Pay. In the event either Party fails to pay their share of Taxes prior to delinquency, the other Party shall have the right to pay such Taxes and any accrued

penalties or interest, which payments shall increase or be offset against other payments due under this Agreement.

- (d) Lessee's Right to Contest. Lessee may contest the legal validity or amount of any Lessee's Taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. With respect to any Lessee's Taxes which may constitute a lien on the Land, Lessee shall promptly pay such Taxes unless the proceeding in which it contests such Taxes shall operate to prevent or stay the collection of the Taxes so contested or unless Lessee removes any such lien by bonding or otherwise. Owner agrees to render to Lessee all reasonable assistance in contesting the validity or amount of any such Taxes, with the exception of Taxes levied by Owner, including joining in the signing of any reasonable protests or pleading which Lessee may deem advisable to file; provided, however, that Lessee shall reimburse Owner for its reasonable out-of-pocket expenses, including Attorneys' Fees, incurred in connection with providing such assistance.

11. **Mortgage of Lessee Property.**

- (a) Right to Mortgage. Lessee may, without requiring Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement and Lessee Property. These various security interests in all or a part of this Agreement and Lessee Property are collectively referred to as a "Lessee Mortgage" and holder of such security interest, a "Lessee Mortgagee". Any Lessee Mortgagee shall use Lessee Property only for the uses permitted under this Agreement. Whenever Lessee has granted a security interest under this Section 11, it will give Owner notice of the Lessee Mortgage (including the name and address of the Lessee Mortgagee for notice purposes) to Owner within 30 days; provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner to provide such Lessee Mortgage notice until the Lessee and its address is given to Owner.
- (b) Notice of Default and Opportunity to Cure. As a precondition to exercising any rights or remedies related to any alleged default by Lessee under this Agreement, Owner shall give written notice of the default to each Lessee Mortgagee at the same time it delivers notice of default to Lessee, specifying in detail the alleged event of default and the required remedy. Each Lessee Mortgagee or its designee shall have the right, but not the obligation, to cure any default as Lessee, and/or the right, but not the obligation, to remove any Improvements or other property owned by Lessee or such Lessee Mortgagee located on the Leased Premises to the same extent as Lessee. The cure period for any Lessee Mortgagee shall be the later of (i) the end of the Lessee cure period under Section 16; (ii) 30 days after such Lessee Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 11(c). Failure by Owner to give a Lessee Mortgagee notice of default shall not diminish Owner's rights against Lessee, but shall preserve all rights of the Lessee Mortgagee or its designee to cure any default and to remove any Improvements or other property of Lessee or the Lessee Mortgagee located on the Leased Premises.
- (c) Extended Cure Period. If any default by Lessee under this Agreement cannot be cured without the Lessee Mortgagee obtaining possession of all or part of Lessee Property, then any such default shall be deemed remedied if a Lessee Mortgagee: (i) within 60

days after receiving notice from Owner as set forth in Section 11(b), acquires possession of all or part of Lessee Property, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of Lessee Property performs all other obligations as and when the same are due in accordance with the terms of this Agreement (provided, however, that the Lessee Mortgagee will not be responsible to cure any outstanding defaults by Lessee that are not reasonably susceptible of cure). If a Lessee Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the 60-day period specified above for commencing proceedings shall be extended for the period of such prohibition.

- (d) Lessee Mortgagee Liability. Any Lessee Mortgagee whose interest in Lessee Property is held solely for security purposes, shall have no obligation or liability under this Agreement unless and until the Lessee Mortgagee succeeds to absolute title to Lessee Property and the rights of Lessee under this Agreement. Any Lessee Mortgagee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such absolute title.
- (e) Certificates. Within 20 days of Lessee's request as required in connection with any financing or refinancing of the Project or any proposed sale of the Project from time to time, Owner shall execute any estoppel certificates (certifying as to truthful matters, including that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Lessee or any Mortgagee may reasonably request from time to time. Owner's failure to execute and return any requested estoppel certificate within such 20-day period shall be deemed confirmation by Owner of the truthfulness of the statements contain in such estoppel certificate. The Parties shall negotiate in good faith any amendment to this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Lessee Mortgagee to implement the provisions contained in this Agreement or to preserve a Lessee Mortgagee's security interest.
- (f) Lessee Mortgagee's Right to Enforce Mortgage and Assign. Each Lessee Mortgagee shall have the right, in its sole discretion: (i) to assign its Lessee Mortgage; (ii) to enforce its lien and acquire title to all or any portion of Lessee Property by any lawful means; (iii) to take possession of and operate all or any portion of Lessee Property and to perform all obligations to be performed by Lessee under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of Lessee Property by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer all or any portion of the Lessee rights under this Agreement to a third party in accordance with Section 12. Any Lessee Mortgagee or other party who acquires Lessee's interest in all or a portion of Lessee Property pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Agreement.
- (g) New Lease and Easement Agreement.
 - (i) If Lessee Property is foreclosed upon or there is an assignment in lieu of foreclosure, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, or if this Agreement terminates for any other reason, and, within 90 days after such event, Lessee

or any Lessee Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Owner to cure any material defaults under this Agreement that are reasonably susceptible of cure, and for the payment of all Annual Installment Payments or other charges due and payable by Lessee as of the date of such event, then Owner shall execute and deliver to Lessee or such Lessee Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new lease and easement agreement ("New Agreement") which (A) shall be for a term equal to the remainder of the Term of this Agreement before giving effect to such rejection or termination; (B) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of this Agreement); and (C) shall include that portion of Lessee Property in which Lessee or such other Lessee Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination.

- (ii) If more than one Lessee Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the Lessee Mortgagee requesting such New Agreement whose Lessee Mortgage is prior in time (unless the priority of such Lessee Mortgages is otherwise altered by any recorded instrument), and the written request of any other Lessee Mortgagee whose lien is subordinate shall be void and of no further force or effect. The provisions of this Section 11 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 11 were a separate and independent contract made by Owner, Lessee and each Lessee Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such New Agreement, such Lessee Mortgagee or other purchaser at a foreclosure sale may use and enjoy Lessee Property without hindrance by Owner or any Person claiming by, through or under Owner; provided that all of the conditions for the New Agreement as set forth above are complied with.

- (h) Lessee Mortgagee's Consent to Amendment, Termination, or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as any Lessee Mortgage remains outstanding, this Agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation, or release of all or any part of Lessee Property from Lessee, prior to expiration of the Term of this Agreement, without the prior written consent of the Lessee Mortgagee holding such Lessee Mortgage. This provision is for the express benefit of and shall be enforceable by each Lessee Mortgagee as if it were a party named in this Agreement.

12. Assignment and Sublease. Lessee shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of this Agreement or the Lessee Property, on either an exclusive or a non-exclusive basis, or to grant sub-easements, co-easements, easements, licenses, or similar rights with respect to the Lessee Property (collectively, "Assignment"), to one or more Persons, which may include a Transmission Service Provider (each such Person, an "Assignee"). Each Assignee shall use the Lessee Property only for the uses permitted under this Agreement. When Lessee makes any Assignment under this Section 12, Lessee shall give written notice to Owner of such Assignment (including the interest

conveyed by the Assignment and address of the Assignee for notice purposes) to Owner; provided, Lessee's failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such Assignment or conveyance until such notice is given. Owner shall notify Lessee promptly upon Owner's transfer of its fee title interest in and to the Owner's Adjacent Property, and Lessee shall be entitled to pay any amounts payable to hereunder to the prior title holder until such time as such notice is received. Owner shall not have the right to transfer its interest in and to this Agreement (including, without limitation, its right to receive payment hereunder) separate and apart from its fee interest in and to the Leased Premises and any such transfer or attempted transfer shall be void *ab initio*.

13. **Hazardous Materials; Environmental Laws.**

- (a) **Owner's Representations and Warranties.** Owner represents and warrants that, to the best of Owner's knowledge, the Leased Premises is not and has not been in violation of any Environmental Laws, and Owner has not received any notice or other communication from any governmental authorities alleging that the Leased Premises is in violation of any Environmental Laws. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Leased Premises, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Leased Premises. Owner warrants that Owner has done nothing to contaminate Leased Premises with Hazardous Materials or wastes.
- (b) **Owner's Covenants.** Owner shall not violate any Environmental Law in, on, or under the Leased Premises.
- (c) **Owner's Indemnity Regarding Hazardous Materials.** Owner shall indemnify, defend, protect, and hold Lessee harmless from any Claims based on (i) any violation of Environmental Laws related to the Leased Premises that exists as of the Effective Date, (ii) any violation by Owner or its employees, agents, or contractors of Environmental Laws, including the release of Hazardous Materials in, on, under, or about the Leased Premises, that occurs after the Effective Date. The indemnity obligations set forth herein shall survive termination of this Agreement.
- (d) **Lessee's Covenants.** Lessee shall, at Lessee's sole cost and expense, promptly take removal or remedial action required by Environmental Law regarding any Hazardous Materials brought onto the Leased Premises by Lessee or its employees, agents, or contractors. Owner shall cooperate with Lessee regarding any scheduling or access to the Leased Premises in connection with any action required hereunder.
- (e) **Lessee's Indemnity Regarding Hazardous Materials.** Lessee shall indemnify, defend, protect, and hold Owner harmless from any Claims based on (i) the violation by Lessee or its employees, agents, or contractors of any Environmental Law, or (ii) the release of Hazardous Materials in, on, under, or about the Leased Premises caused by Lessee or its employees, agents, or contractors. The indemnity obligations set forth herein shall survive termination of this Agreement.

14. **Insurance and Indemnity.**

- (a) **Lessee Insurance.** At all times during the Term, Lessee shall maintain in effect (i) Commercial General Liability Insurance, including bodily injury and property damage

coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and (ii) Umbrella Liability Insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate. Lessee may meet these minimum insurance requirements with any combination of primary, excess, or self-insurance. Upon a written request by Owner, Lessee shall name Owner as additional insured on such insurance policy and provide Owner with a certificate of such insurance or, if applicable, a letter of self-insurance.

- (b) Indemnity by Lessee. Lessee shall defend, indemnify, protect, and hold harmless Owner from and against all third party Claims that may be incurred, or that may be asserted against, Owner or the Leased Premises resulting from the negligence, willful misconduct, or breach of this Agreement by Lessee, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Owner, its agents, contractors or employees, invitees, licensees, or permittees.
- (c) Indemnity by Owner. Owner shall defend, indemnify, protect, and hold harmless Lessee from and against all third party Claims that may be incurred, or that may be asserted against, Lessee or Lessee Property resulting from the negligence, willful misconduct, or breach of this Agreement by Owner, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Lessee, its agents, contractors or employees, invitees, licensees, or permittees.
- (d) Survival. The obligations of the Parties under this Section 14 shall survive expiration or other termination of this Agreement.

15. Confidentiality. This Agreement includes confidential and proprietary information relating to Lessee and the Project. Owner agrees not to provide copies of this Agreement or disclose the terms of this Agreement to any unauthorized Person. Lessee authorizes Owner to provide copies of this Agreement and disclose its terms to Owner's family (with "family" being deemed to include all devisees or descendants of owner by will or intestacy), attorney, accountant, financial advisor, and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Owner and for no other purpose, so long as such authorized Persons either (a) agree in writing to become subject to the confidentiality provisions hereto and not to provide copies of this Agreement or disclose the terms thereof to any unauthorized Person, or (b) are otherwise required to keep such matters confidential. Owner shall, and shall cause such authorized Persons to, return all material containing any confidential information to Lessee immediately upon its request. Owner shall, and shall cause such authorized Persons to, destroy immediately upon request by Lessee such analyses, compilation, studies, or other documents, and any oral information will continue to be subject to the terms of this Agreement. Owner agrees that Lessee will have no adequate remedy at law if any Person violates any of the terms of this Agreement. In such event Lessee will have the right, in addition to any other rights Lessee may have, to obtain injunctive relief to restrain any breach or threatened breach by third party or specific enforcement of such terms plus reimbursement of Attorneys' Fees. Except as contemplated by the memorandum of lease described in Section 19(b), neither Party shall publish, file for public record, reproduce, or otherwise disseminate this Agreement or any of the terms and provisions hereof to any party, other than such authorized Persons set forth above, without the prior written consent of Lessee, which consent may be withheld for any reason and in Lessee's sole discretion.

16. **Default and Remedies.**

- (a) **Lessee Payment Default.** If Lessee shall fail to pay any amounts due as set forth in Exhibit C, which failure continues for more than 30 days from receipt of written notice from Owner that such amount is due, then Lessee shall be in default ("Lessee Payment Default") and Owner shall have the following remedies:
- (i) **Collection of Payments.** With or without terminating this Agreement, Owner may file a lawsuit against Lessee to collect any unpaid amounts set forth in Exhibit C together with interest thereon that accrues during the continuance of the Lessee Payment Default, calculated at a rate ("Default Rate") equal to the lesser of (i) 10% per annum, or (ii) the maximum lawful rate.
 - (ii) **Terminate Agreement.** Owner may not terminate this Agreement because of any Lessee Payment Default without first giving Lessee written notice of its intention to terminate this Agreement ("Termination Notice"), to be effective on a date to be specified by Owner that is at least 30 days after the date of the Termination Notice. If, by the date specified in the Termination Notice, Lessee fails to pay the amount required to cure the Lessee Payment Default (including interest at the Default Rate that accrues during the continuance of the Lessee Payment Default), Owner's termination of this Agreement shall become effective on the date specified in the Termination Notice. Upon such termination, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination (including the amount owed by Lessee with respect to the Lessee Payment Default and interest payable with respect thereto); (ii) the removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Owner's right to terminate this Agreement pursuant to this Section 16(a)(ii) is subject to and conditioned upon Owner giving any Lessee Mortgagee written notice and opportunity to cure the Lessee Payment Default as provided in Section 11(b).
 - (iii) **Other Lessee Default.** Subject to the cure rights of any Lessee Mortgagee under Section 11, Lessee shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement other than a Lessee Payment Default as set forth in Section 16(a) and shall not cure such default within 30 days after receiving notice thereof from Owner (or if such default cannot be cured through the exercise of reasonable diligence within such 30-day period, if Lessee fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) ("Other Lessee Default"). The occurrence of any Other Lessee Default may only result in a cause of action by Owner under applicable law and, other than as set forth in this Section 16(a), Owner hereby waives all other rights it may have, in law or in equity, to terminate this Agreement prior to the expiration of the Term. In the event of any such Other Lessee Default, Owner shall, at least 30 days prior to commencing any cause of action, give written notice of the cause of such Other Lessee Default to Lessee, and any Lessee Mortgagee (of which it has been notified in writing)

concurrently, specifying in detail the alleged event of such Other Lessee Default and the required remedy. If Lessee does not cure or commence curing such Other Lessee Default within 30 days of receipt of notice, the Lessee Mortgagee or its designee shall have the absolute right, but not the obligation, to substitute itself for Lessee and perform the duties of Lessee hereunder for the purposes of curing such Other Lessee Default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Lessee Mortgagee or its designee (or its employees, agents, representatives or contractors) to enter upon the Leased Premises to complete such performance with all the rights, privileges and obligations of Lessee hereunder. Owner may cure any Other Lessee Default after Lessee's cure period has expired. If Owner at any time by reason of any Other Lessee Default, pays any sum or performs any act that requires the payment of any sum, the sum paid by Owner shall be due immediately from Lessee to Owner, together with interest on such sum calculated at the Default Rate.

- (b) Owner Default. Owner shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within 30 days after receiving notice thereof from Lessee (or if such default cannot be cured through the exercise of reasonable diligence within such 30-day period, if Owner fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) ("Owner Default"). Upon the occurrence of an Owner Default, Lessee shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) the right, but not the obligation, to cure such Owner Default, and the cost expended or incurred by Lessee to cure same shall be offset against the next payment or payments due under this Agreement by Lessee to Owner; (ii) terminate this Agreement without being liable for prosecution or any claim of damages therefor; and (iii) pursue any and all other action or remedies that may be available to Lessee at law or in equity, including all loss or damage which Lessee may suffer by reason of a termination of this Agreement.

17. Condemnation.

- (a) Complete Taking. If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of Lessee Property, or all of the Improvements thereon, for any public use or otherwise, then the interests and obligations of Lessee under this Agreement in or affecting Lessee Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of Lessee Property or the Improvements thereon, (ii) the date that Lessee is, in its sole judgment, no longer able or permitted to operate the Project on Lessee Property in a commercially viable manner, or (iii) the date of the condemnation judgment. Lessee shall continue to pay all amounts payable hereunder to Owner until the earlier of such dates, at which time the Parties shall be relieved of any and all further obligations and conditions to each other under this Agreement. No termination of this Agreement shall occur by reason of the foregoing terms and all right, title, interest, and estate of Lessee in and to Lessee Property shall continue hereunder unless and until terminated by any such exercise of power of eminent domain.
- (b) Partial Taking. If, at any time during the term of this Agreement, any authority having the power of eminent domain shall condemn one or more, but not all, of the Solar Panels, or any portion of the Improvements or Lessee Property, then the interest and

obligations of Lessee under this Agreement as to those Solar Panels or any portion of the Improvements or Lessee Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes possession of such Solar Panels or any portion of the Improvements or Lessee Property, (ii) the date that Lessee is, in its reasonable judgment, no longer able or permitted to operate the Project on Lessee Property, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment; and, unless this Agreement is terminated as hereinafter provided, this Agreement shall continue in full force and effect as to the remainder of the Solar Panels, Improvements and Lessee Property. If the remainder of the Solar Panels or any other portion of the Improvements or Lessee Property is or becomes insufficient or unsuitable for Lessee's purposes hereunder, as determined by Lessee in its sole discretion, then, subject to the rights of any Lessee Mortgagee under Section 11, Lessee shall have the right to terminate this Agreement as to the portion of Lessee Property to which Lessee continues to hold the rights, at which time the Parties shall be relieved of any further obligations and duties to each other under this Agreement.

(c) Apportionment, Distribution of Award. On any taking, all sums awarded, including damages and interest, shall be paid as follows:

- (i) Any portion of the award by the court on account of (A) the value of the leasehold estate under this Agreement for the remaining Term, assuming the exercise of each Extended Production Term, (B) the value of the Improvements, and (C) any cost or loss that Lessee may sustain in the removal and relocation of Lessee's Improvements, to Lessee;
- (ii) Any portion of the award by the court for Lessee's anticipated or lost revenues or profits, to Lessee;
- (iii) Any portion of the award by the court for Owner's lost revenues, to Owner; and
- (iv) All remaining amounts of the award, to Owner or Lessee consistent with applicable law;

provided that, in the event the award is not sufficient to cover items (i), (ii) and (iii) above in full, then the award or proceeds shall be apportioned between Owner and Lessee pro rata in accordance with the respective fair values thereof.

18. **Notice**. All notices, demands, or consents required under in this Agreement shall be given in writing, and may be given (a) by hand, in which case the notice shall be deemed effective when so delivered, (b) by certified United States Mail, postage pre-paid, in which case the notice shall be deemed to be effective on the third business day following deposit, (c) by delivery via a nationally recognized, overnight receipted courier service, in which case the notice shall be deemed to be effective on the next business day following delivery to such courier service, or (d) by e-mail transmission, in which case the notice shall be deemed effective on the date of such transmission, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in notice under this section):

Notice to Owner:



Notice to Lessee:

Leeward Renewable Energy Development, LLC
6688 N. Central Expressway, Suite 500
Dallas, Texas 75206
Attn: Legal Department
e-mail: legal@LeewardEnergy.com

19. **Miscellaneous Provisions.**

- (a) **Successors and Assigns.** The terms and provisions of this Agreement shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. In accordance with this Agreement, Lessee in its discretion may authorize other Persons to use Lessee Property for the purposes stated in this Agreement.
- (b) **Memorandum.** Simultaneously with the execution of this Agreement, the Parties shall execute and acknowledge a memorandum of solar lease and easement agreement to provide record notice of this Agreement, which shall be recorded by Lessee at Lessee's expense in the Official Records. At the termination of this Agreement by operation of time or for any other reason, Lessee shall execute, acknowledge, and record in the Official Records a full release of the memorandum so recorded, which shall terminate the memorandum of record.
- (c) **Entire Agreement.** This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.
- (d) **Amendments.** This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties and consented to by any Lessee Mortgagee. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.
- (e) **Legal Matters.** This Agreement shall be governed by and interpreted in accordance with the then existing laws of the Commonwealth of Kentucky, and the state and federal courts situate in Kentucky shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement. The parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good-faith negotiation for a period of fifteen (15) days following delivery of written notice by one party to the other describing with reasonable particularity the nature of the dispute, including citations to the provisions of this Agreement that the party delivering such notice believes have been breached by the other party. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, within such time period, then the parties shall engage in a mediation process in which the parties shall engage a third-party neutral mediator unaffiliated with either party who shall, within thirty (30) days following his or her engagement,

convene a meeting of the parties to hear presentations by each party regarding the dispute and work with the parties to attempt to resolve the dispute. Each party agrees to cooperate in good faith with such mediation and the parties shall share equally all costs of the mediation. If, despite such good faith efforts, the parties are unable to resolve such dispute within ninety (90) days following the engagement of the mediator, then each shall have all remedies available at law or in equity and as provided by this Agreement.

- (f) Waiver of Consequential Damages. NEITHER PARTY, NOR ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, OR EMPLOYEES, SHALL HAVE ANY LIABILITY FOR CLAIMS, SUITS, ACTIONS, OR CAUSES OF ACTION FOR INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT, MULTIPLE, OR CONSEQUENTIAL DAMAGES (INCLUDING CLAIMS FOR LOST PROFITS) CONNECTED WITH OR ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTION TAKEN OR NOT TAKEN IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, INCLUDING ANY SUCH DAMAGES THAT ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, OR ANY OTHER THEORY OF LIABILITY, EXCEPT TO THE EXTENT INCLUDED IN THIRD PARTY CLAIMS COVERED BY THE INDEMNIFICATION PROVISIONS OF SECTION 13 AND SECTION 14 AND EXCEPT TO THE EXTENT ARISING OUT OF ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 15.
- (g) Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.
- (h) Tax Credits. If under applicable law Lessee becomes ineligible for any currently existing tax credit, benefit, or incentive for alternative energy expenditure established by any local, state, or federal government, then, at Lessee's option, the Parties shall negotiate in good faith to amend this Agreement or replace it with a different instrument so as to convert Lessee's interest in Lessee Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit, or incentive. Such amendment or instrument shall not impair any of Owner's rights or increase the burdens or obligations of Owner under this Agreement.
- (i) Approvals. Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld, conditioned, or delayed.
- (j) Authority. Each Party warrants that its respective signatory has the authority to execute this Agreement on behalf of such Party and that each such entity has executed this Agreement pursuant to its organizational documents or a resolution or consent of its Board of Directors or other governing body.
- (k) Time of Essence. Time is of the essence of each provision of this Agreement.

- (l) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.
- (m) Attorneys' Fees and Costs. In the event of any litigation arising between the Parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, paralegals' fees, expert fees, and court costs, plus the cost of collection, at all trial and appellate levels (collectively, "Attorneys' Fees"); provided, however, that any attorney's fees to the extent (and only to the extent) they exceed \$250 per hour (as such amount may be adjusted in accordance with the Consumer Price Index from and after the year 2020) shall not be reimbursed hereunder. This paragraph shall survive expiration or termination of this Agreement.
- (n) Brokerage. The Parties hereby each represent and warrant to the other that no broker or finder has been engaged in connection with this Agreement. In the event any claim for any brokerage commission or fee is asserted against Owner or Lessee in connection with this Agreement, the Party at fault shall indemnify, save harmless, and defend the other Party from and against such claim (including Attorneys' Fees). This section shall survive expiration or earlier termination of this Agreement.
- (o) Quiet Enjoyment. Subject to the terms of this Agreement, Lessee shall have the quiet use and enjoyment of the Lessee Property in accordance with the terms of this Agreement without any suit, claim, or interference of any kind by Owner or any other person or entity.
- (p) Further Assurances. Each Party agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as may be reasonably necessary to fully effectuate each and all of the purposes and intent of this Agreement. Without limiting the generality of the foregoing, within 10 days after receipt of a written request made from time to time by Lessee, Owner shall: (i) enter into any reasonable amendment hereto (A) to correct an error in this Agreement, (B) in the event that the title insurance commitment and/or survey of the Owner's Adjacent Property obtained by Lessee discloses any error in the legal description attached hereto, including without limitation a typographical error, a missing call or a failure to close, to amend such legal description (including by replacing said legal description with a revised description prepared or provided by Lessee's surveyor or title company), or (C) to cause this Agreement to comply with all applicable laws; provided that such amendment shall not materially limit Owner's rights hereunder or materially increase Owner's obligations hereunder; (ii) execute and deliver to Lessee an owner's affidavit, in form and substance reasonably acceptable to Owner, requested by any title company or attorney reviewing title to the Lessee Property; (iii) join with Lessee in the signing of any protest, petition, appeal, or pleading that Lessee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits, and/or approvals, in each case as Lessee may deem necessary or desirable for Lessee's development and use of the Lessee Property as contemplated by this Agreement; and (iv) if because of the nature of this Agreement, Lessee is unable to qualify for any tax credit or similar benefit associated with the Project installed by Lessee on the Lessee Property, amend this Agreement to assure that Lessee will receive such credits and benefits (but only if such amendment does not materially adversely affect Owner's rights or obligations hereunder); and Lessee agrees to pay Owner's reasonable out-of-

pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this paragraph (p).

[Signature page follows]

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

Owner:

[Redacted signature area]

[Redacted signature area]

Lessee:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

By: [Signature]
Name: Andrew Filenayon
Title: COO

EXHIBIT A

Definitions

“Agreement” has the meaning set forth in the preamble.

“Annual Installment Payment” has the meaning set forth in Exhibit C.

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

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

“Attorneys’ Fees” has the meaning set forth in Section 19(m).

“Claims” means all liabilities, costs, expenses, obligations, losses, damages, and claims, including Attorneys’ Fees.

“Collection Facilities” means all Improvements whose purpose is to deliver electrical power generated by the Solar Panels to an electrical power grid or other system, transformers, overhead and underground electrical collection lines, telecommunication lines, splice boxes, and interconnection facilities, including the Project’s Substation, and such additional similar Improvements necessary to transmit electrical power to the point of interconnection with the Transmission Service Provider.

“Commercial Production” means deliveries to the electrical grid, and the sale in commercial quantities, of electrical energy generated by the Project.

“Construction Notice” has the meaning set forth in Section 4(a).

“Construction Notice Date” has the meaning set forth in Section 4(a).

“Construction Term” has the meaning set forth in Section 4(b).

“Default Rate” has the meaning set forth in Section 16(a)(i).

“Development Term” has the meaning set forth in Section 4(a).

“Easement Rights” has the meaning set forth in Section 3.

“Easements” has the meaning set forth in Section 3.

“Environmental Laws” means any federal, state, or local environmental health or safety law, statute, ordinance, rule, regulation, or requirement

“Effective Date” has the meaning set forth in the preamble.

“Extended Production Term” has the meaning set forth in Section 4(d).

“Force Majeure” means causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including acts of God, sink holes or subsidence, labor unrest (including slowdowns, picketing, boycotts, or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission or other lines, wires, or cables to the Project by Persons other than Lessee’s employees or contractors, epidemic, war, revolution, riot, civil

disturbance, sabotage, change in law or applicable regulation subsequent to the Effective Date, and action or inaction by any federal, state, or local legislative, executive, administrative judicial agency or body, which, in any of the foregoing cases, by the exercise of due diligence, it is unable to overcome.

“Hazardous Materials” means any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation.

“Improvements” has the meaning set forth in Section 6(a).

“Lease” has the meaning set forth in Section 2.

“Lease and Easement Term” means a subset of the Term comprised of the Development Term, the Construction Term, the Production Term, and any Extended Production Term, in each case if applicable.

“Lease Rights” has the meaning set forth in Section 2.

“Lessee” has the meaning set forth in the preamble.

“Lessee Mortgage” has the meaning set forth in Section 11(a).

“Lessee Mortgagee” has the meaning set forth in Section 11(a).

“Lessee Payment Default” has the meaning set forth in Section 16(a).

“Lessee Property” means, collectively, the Lease, Easements, and Improvements.

“Lessee’s Taxes” has the meaning set forth in Section 10(b).

“New Agreement” has the meaning set forth in Section 11(g).

“Non-Obstruction Easement” has the meaning set forth in Section 3.

“Official Records” means the official records of Hart County, Kentucky.

“Other Lessee Default” has the meaning set forth in Section 16(a)(iii).

“Outside Construction Date” means the date that is 18 months from the Construction Notice Date, subject to extension as set forth in Section 4(e).

“Owner” has the meaning set forth in the preamble.

“Owner Default” has the meaning set forth in Section 16(b).

“Owner Mortgage” has the meaning set forth in Section 7(d).

“Owner Mortgagee” has the meaning set forth in Section 7(e).

“Owner’s Adjacent Property” has the meaning set forth in Section 3(a)(i).

“Owner’s Taxes” has the meaning set forth in Section 10(a).

“Party” has the meaning set forth in the preamble.

“Person” means any individual, partnership, limited liability company, association, corporation, trust, or any other form of business or government entity.

“Production Term” has the meaning set forth in Section 4(c).

“Project” has the meaning set forth in the Recitals, which shall include Lessee Property.

“Regulatory Suspension” shall mean the enactment or application of any law, order, rule, or regulation of the Kentucky Public Service Commission, Federal Energy Regulatory Commission, or other local, state, or federal government authority having jurisdiction over the Project or Lessee, or the failure of any such governmental authority to issue an approval or permit pursuant to any such law, order, rule, or regulation, which results in the delay, interruption, or suspension of the production, sale or transmission of electricity from the Solar Panels.

“Removal Obligations” has the meaning set forth in Section 6(e).

“Roadway Improvements” means all improvements that may be necessary or desirable to construct, maintain, and repair any new and existing roadways and other means of ingress and egress over, across, and along the Leased Premises, including paving or surfacing of the roadways with asphalt, gravel, or other roadway materials, installation of road signs, and the construction and installation of culverts, bridges, drainage ditches, gates, cattle guards, and similar structures and facilities.

“Solar Panels” means any photovoltaic energy system designed for the generation of electrical power from the collection of sunlight, including the photovoltaic panels, foundations, support structures, braces, and related equipment.

“SNDA” has the meaning set forth in Section 7(f).

“Storage Facilities” means all improvements, equipment, batteries, switches, transformers, and other devices for storage of electrical energy, together with all structures, equipment, enclosures, fencing, security devices, and other ancillary facilities related thereto.

“Substation” means electrical lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, all structures, equipment, enclosures, fencing, security devices, and other electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the Project to make it suitable for transmission on, and to deliver it to, an electric power grid or other system.

“Taxes” has the meaning set forth in Section 10(a).

“Telecommunication Facilities” means all Improvements whose purpose is to provide telecommunication services relating to the Project or any of Lessee’s solar powered projects, including telephone, closed-circuit television, microwave, internet, computer data, and other telecommunication services.

“Term” means the Lease and Easement Term.

“Termination Notice” has the meaning set forth in Section 16(a)(ii).

“Transmission Service Provider” means the utility that owns or operates the equipment and facilities to transmit electric energy on the electric power grid or other system.

“Weather Instrument” means instruments used primarily to gather sunlight and meteorological data relating to the Project, and to transmit such data, including such instruments’ foundations, guy wires, sunlight and meteorological data acquisition equipment, power source, and any required data and electrical transmission lines.

EXHIBIT B

Legal Description of Leased Premises

Being a portion of Hart County Assessor's Parcel No. 055-00-00-063.00 shaded in green below.



The final metes and bounds legal description of the Leased Premises will be determined by Lessee's ALTA survey.

EXHIBIT C

Lease and Easement Compensation

1. Payment for Lease and Easements.

(a) During the Development Term, Lessee agrees to pay Owner the amounts set forth below, on or before the respective due dates, in each case based on the acreage determined by the calculation stated in Exhibit D (as it may be adjusted in accordance with Section 4(f) of this Agreement):

Amount	Due Date
	Within 60 days following Effective Date
	6-month Anniversary of Effective Date
	12-month Anniversary of Effective Date
	18-month Anniversary of Effective Date
	24-month Anniversary of Effective Date
	30-month Anniversary of Effective Date
	36-month Anniversary of Effective Date
	42-month Anniversary of Effective Date
	48-month Anniversary of Effective Date
	54-month Anniversary of Effective Date

In the event that Owner reasonably disputes the acreage calculation as determined in Exhibit D or as re-determined following Lessee's exercise of its right to partially terminate this Agreement as to any part of the Leased Premises pursuant to Section 4.7 of this Agreement and Owner reasonably believes that the acreage amount determined by Lessee is in error by two or more acres, then Owner shall have the right to engage a surveyor to calculate the acreage then contained in the Leased Premises at Owner's cost and expense and the parties shall cooperate in good faith to resolve any discrepancies that may be disclosed by Owner's survey.

(b) During the Construction Term, Lessee agrees to pay Owner [REDACTED] for the first year of the Construction Term (payable within 30 days following the Construction Notice Date), and thereafter [REDACTED] (payable within 30 days following the end of such month), in each case based on the acreage determined by the calculation stated in Exhibit D.

(c) During each year of the Production Term and the Extended Production Term, if applicable, Lessee shall pay to Owner [REDACTED], which amount shall escalate by [REDACTED], as consideration for the Lease and Easements (such annual amount, the "Annual Installment Payment"). "Applicable Acreage" shall mean the amount determined by the calculation stated in Exhibit D.

(d) The Annual Installment Payment for any partial year shall be prorated based on the number of days in the partial year included in the Term. If any part of the Improvements is removed before the end of the Term, future Annual Installment Payments due from Lessee to Owner for the Lease and Easements shall be reduced by the acreage attributable to the Improvements removed. If any part of the Improvements remains after the end of the Term, Lessee shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Lessee's Removal Obligations are fulfilled. However, such payments shall not excuse Lessee from its Removal Obligations, nor extend the time for Lessee to comply with such Removal Obligations.

(e) For the avoidance of doubt, from and after Lessee's delivery of Exhibit D to this Agreement, the Applicable Acreage (as defined in this Exhibit C) shall be calculated by reference to the acreage set forth on Exhibit D.

2. Timing of Payments. The prorated portion of the Annual Installment Payment for the first partial year of the Production Term shall be made within 30 days following commencement of Commercial Production. All subsequent Annual Installment Payments shall be due on or before February 28th of the calendar year or partial calendar year to which they are attributable during the Term. For example, the Annual Installment Payment for the 2019 calendar year would be due on or before February 28, 2020. After Lessee delivers Exhibit D to Owner, any increase to the Annual Installment Payment shall be paid by Lessee within 30 days following delivery of Exhibit D, and any decrease to the Annual Installment Payment shall be credited against the next Annual Installment Payment due from Lessee to Owner.

3. Payment Allocation. All payments to Owner shall be made based on the following allocation:

Percentage	Payee
100%	[to Owner]
[]%	Name Address
[]%	Name Address
**%	[replicate as necessary]

Lessee shall not be required to pay any amounts to Owner or any designated payee until it receives a completed and signed Form W-9 from Owner or such payee.

HOLDING PAGE FOR EXHIBIT D

Preliminary Lease and Easement Improvement Plan and Acreage Calculation

[to be delivered by Lessee with Construction Notice]

AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT

THIS AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT (this "Amendment") is made effective as of November 28, 2022 (the "Effective Date"), by and between [REDACTED] ("Owner"), and LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company ("Lessee"). Owner and Lessee may be hereinafter collectively referred to as the "Parties."

Recitals

A. The Parties are parties to that certain Solar Lease and Easement Agreement dated June 28, 2021 (the "Original Agreement"), with respect to certain real property located in Hart County, Kentucky being more particularly described in the Original Agreement as the Land.

B. The Parties desire to amend the Original Agreement in the manner set forth in this Amendment.

NOW THEREFORE, in consideration of the above recitals, the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Lessee hereby agree as follows:

1. **Recitals; Capitalized Terms.** The foregoing recitals are incorporated herein by reference. For purposes of this Amendment, all capitalized terms not specifically defined in this Amendment shall have the same meaning as in the Original Agreement.

2. **Amendment to Legal Description.** Effective as of the Effective Date, Exhibit B to the Agreement is hereby amended to add an additional 40 acres, being part of parcel (PIN 055-00-00-063.00), as more particularly described on Exhibit A attached to this Amendment and incorporated herein. On and after the Effective Date, the Property shall be deemed to refer to the tract(s) of land described on Exhibit A to this Amendment and in Exhibit B to the Original Agreement, as collectively described on Exhibit A-1 attached hereto and incorporated herein.

3. **Amendments.**

A. Sections 1(b) and 1(c) of Exhibit C of the Agreement are hereby deleted in their entirety and replaced with the following:

(b) During the Construction Term, Lessee agrees to pay Owner [REDACTED] for the first year of the Construction Term (payable within 30 days following the Construction Notice Date), and thereafter [REDACTED] (payable within 30 days following the end of such month), in each case based on the acreage determined by the calculation stated in Exhibit D.

(c) During each year of the Production Term and the Extended Production Term, if

applicable, Lessee shall pay to Owner [REDACTED] which amount shall escalate by [REDACTED] as consideration for the Lease and Easements (such annual amount, the "Annual Installment Payment"). "Applicable Acreage" shall mean the amount determined by the calculation stated in Exhibit D.

4. **Signing Bonus.** In consideration of the time and expense incurred by Owner in connection with the review and negotiation of this Amendment and subject to the terms and conditions provided herein, Lessee agrees to make a one-time payment to Owner in the amount of [REDACTED] which shall be paid within sixty (60) days of the later of: (i) the Effective Date, and (ii) the date that Owner has delivered a completed and signed W-9 to Lessee.

5. **Ratification.** Except as expressly modified and amended by the provisions of this Amendment, all terms, covenants and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

6. **General Matters.** The Agreement, as amended hereby, contains all agreements of the parties to this Amendment with respect to the subject matter hereof and supersedes any previous negotiations. There have been no representations made by the Lessee or understandings made between the parties other than those set forth in the Agreement (as hereby amended) and its exhibits. The Agreement may not be modified except by a written instrument duly executed by the parties hereto. This Amendment may be entered into in counterparts, and all such counterparts when taken together shall constitute a single instrument. This Amendment shall become effective upon execution by both parties and shall be binding upon their respective successors and assigns.

[Signatures on Following Page]

IN WITNESS WHEREOF, Owner and Lessee have caused this Amendment to be executed as of the day and year as first above written.

OWNER:

[Redacted signature and name of Owner]

[Redacted signature and name of Owner]

LESSEE:

**LEEWARD RENEWABLE ENERGY
DEVELOPMENT, LLC, a Delaware limited liability
company**

DocuSigned by:
By: John Wieland
Name: C78D2D6EA243488...
Title: CDO

Exhibit A

Additional Property

Being part of Hart County Assessor's Parcel No. 055-00-00-063.00 shaded below in blue.



The final metes and bounds legal description of the Leased Premises will be determined by Lessee's ALTA survey.

Exhibit A-1

Legal Description of Leased Premises

Being part of Hart County Assessor's Parcel No. 055-00-00-063.00 shaded below in blue and pink.



The final metes and bounds legal description of the Leased Premises will be determined by Lessee's ALTA survey.