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June 2, 2023

Via Electronic Filing

Brandon Bruner
Administrative Branch Manager
Filings Branch
General Administration
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40601

Re: Thoroughbred Solar, LLC; Case No. 2022-00115

Dear Mr. Bruner:

On April 10, 2023, the Kentucky Electric Generation and Transmission Siting Board (“Siting Board”), issued an order (the “Order”) conditionally approving Thoroughbred Solar, LLC’s application to develop and construct an up to 50-megawatt solar electric generating facility in Hart County, Kentucky subject to compliance with the included mitigation measures.

In compliance with Paragraph 4 at page 26 of the Order, attached is a copy of the Assignment and Assumption of Solar Lease and Easement Agreements, reflecting assignment from Leeward Renewable Energy to Thoroughbred Solar, LLC.

If you have any questions please do not hesitate to contact me.

Sincerely on behalf of
Thoroughbred Solar, LLC,

A handwritten signature in blue ink that reads "Sommer L. Sheely". The signature is written in a cursive style.

Sommer L. Sheely
Dylan F. Borchers

Attachment

**Recording Requested By
And When Recorded Mail To:**

Thoroughbred Solar, LLC
c/o Leeward Renewable Energy Development, LLC
Attn: Legal Department
6688 N. Central Expressway, Suite 500
Dallas, TX 75206

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ASSIGNMENT AND ASSUMPTION OF SOLAR LEASE AND EASEMENT
AGREEMENTS**

This ASSIGNMENT AND ASSUMPTION OF SOLAR LEASE AND EASEMENT AGREEMENTS (this "Agreement") is made and entered into as of March 23rd, 2023 (the "Effective Date"), by and between LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company ("Assignor"), and THOROUGHbred SOLAR, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are herein collectively referred to as the "Parties" and individually as a "Party".

RECITALS

A. Assignor has been involved in the development of solar powered electric generating facilities in Hart County, Kentucky (the "**Project**");

B. Assignor is a party to those certain Solar Lease and Easement Agreements, all of which are more particularly described on Exhibit A attached hereto and incorporated herein (collectively, the "**Leases**");

C. The Leases provide for Assignor's use of certain real estate described in the Leases all in connection with the Project (collectively, the "**Leased Property**");

D. Assignee is an affiliate of Assignor and is a special purpose entity that will directly construct and own the Project;

E. Assignor desires to assign all of its right, title and interest in and to the Leases described on Exhibit A attached hereto (the "**Assigned Leases**") with respect to all of the Leased Property described in the Leases (all of the foregoing rights and interests being assigned to Assignee being referred to collectively as the "**Assigned Rights**"), all on the terms and conditions set forth herein; and

F. Assignee desires to assume all obligations of Assignor under the Assigned Leases, in each case that are applicable to the Assigned Rights (all of the foregoing obligations being assumed by Assignee being referred to collectively as the "**Assumed Obligations**"), all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Defined Terms/Recitals. Capitalized terms used herein which are not defined shall have the meanings ascribed to such terms in the Easement, and the Recitals set forth herein above shall be incorporated into this Agreement.

2. Assignment. Assignor hereby does assign, convey and transfer to Assignee (a) all of the Assigned Rights, and (b) all of the Assumed Obligations, whether arising or incurred before or after the Effective Date.

3. Assumption. Assignee hereby does take, accept and assume (a) all of the Assigned Rights, and (b) all of the Assumed Obligations, whether arising or incurred before or after the Effective Date. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, obligations, responsibilities and liabilities arising under the Assigned Rights and the Assumed Obligations (including, without limitation, any landowner claims).

4. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that (a) the execution and delivery of this Agreement by the person(s) signing below for Assignor has been duly authorized by Assignor, and (b) no approval, consent or signature by any third party is required in connection with Assignor's execution and delivery of this Agreement or the enforceability of this Agreement, except for any such approval, consent or signature which has been obtained.

5. Assignee's Representations and Warranties. Assignee represents and warrants to Assignor that (a) the execution and delivery of this Agreement by the person(s) signing below for Assignee has been duly authorized by Assignee, and (b) no approval, consent or signature by any third party is required in connection with Assignee's execution and delivery of this Agreement or the enforceability of this Agreement, except for any such approval, consent, or signature that has been obtained.

6. Recording. Assignor and Assignee agree that this Agreement shall be recorded in the official real property records of Hart County, Kentucky.

7. Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of Assignor and Assignee. Assignee may assign its rights and obligations under this Agreement, in whole or in part, without the need for Assignor's consent.

8. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State in which the Assigned Leases are located.

9. Enforcement. If any portion of this Agreement shall be determined to be invalid or unenforceable, it shall be modified rather than voided, if possible, in order to carry out the intent of this Agreement. In any event, the remainder of this Agreement shall be valid and enforceable to the fullest extent possible.

10. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one and the same assignment.

11. Further Assurances. Each of the Assignor and the Assignee shall execute, acknowledge, and deliver to each other such further instruments, and take such other actions, as may be reasonably necessary to carry out the provisions of this Agreement.

(Signature pages follow)

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

ASSIGNEE:

Thoroughbred Solar, LLC

By: [Signature]
Name: OMAR ABDOUMHER
Time: Authorized Signatory

STATE OF Tx)
) ss:
COUNTY OF Harris)

This instrument was acknowledged before me on the 23rd day of March 2021³,
by Omar Abdoumher, the Authorized signatory of Thoroughbred Solar,
LLC, a Delaware limited liability company, on behalf of such limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

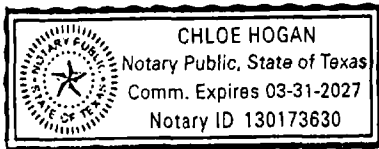


EXHIBIT A

Assigned Leases

1. Solar Lease and Easement Agreement dated March 27, 2021, by and between David A. and Traci A. Gardner, husband and wife, and Leeward Renewable Energy Development, LLC, a Delaware limited liability company, as evidenced by a Memorandum of Solar Lease and Easement Agreement dated May 27, 2021, and recorded on July 2, 2021 as Document No 145236 (DBV363, Page 449), and as amended by Amendment to Solar Lease and Easement Agreement dated December 1, 2022.
2. Solar Lease and Easement Agreement dated March 27, 2020, by and between Henry M. Isaacs and Mary Burba Isaacs, husband and wife, and Leeward Renewable Energy Development, LLC, a Delaware limited liability company, as evidenced by a Memorandum of Solar Lease and Easement Agreement dated July 14, 2020, and recorded on September 16, 2022 as Document No. 15071 (DBV 371, Page 380) in the Hart County Recorder's Officer.
3. Solar Lease and Easement Agreement dated March 27, 2020, by and between Henry M. Isaacs and Mary Burba Isaacs, husband and wife, and Leeward Renewable Energy Development, LLC, a Delaware limited liability company, as evidenced by a Memorandum of Solar Lease and Easement Agreement dated July 14, 2020, and recorded on September 16, 2022 as Document No. 15072 (DBV 371, Page 388) in the Hart County Recorder's Officer.
4. Solar Lease and Easement Agreement dated June 28, 2021, by and between David D. Sammons and Bonnie A. Sammons, husband and wife, and Leeward Renewable Energy Development, LLC, a Delaware limited liability company, as evidenced by a Memorandum of Solar Lease and Easement Agreement dated June 28, 2021, and recorded on July 2, 2021 as Document No. 145240 (DBV 363, Page 469) in the Hart County Recorder's Officer, and as amended by Amendment to Solar Lease and Easement Agreement dated November 28, 2022, recorded on or about the date of this Assignment.

HART COUNTY
D375 PG242

I, Sabrina R. Rearick, Esq., Assistant General Counsel of Leeward Renewable Energy, LLC, 6688 North Central Expressway, Suite 500, Dallas, TX 75206, have prepared the memo to which this attestation is attached and hereby affirm, under the penalties for perjury, that I have taken responsible care to redact each Social Security number in this document, unless required by law.

Sabrina R. Rearick

Sabrina R. Rearick

DOCUMENT NO: 153799
RECORDED: 4/26/2023 1:15:41 PM
VIA ERECORDING
TRANSFER TAX: \$0.00
TOTAL FEES: \$52.00
COUNTY CLERK: FELICIA SHELTON
DEPUTY CLERK: April
COUNTY: HART COUNTY