

After Recording Mail to:
Kilpatrick Townsend & Stockton LLP (JCL)
4208 Six Forks Road, Suite 1400
Raleigh, NC 27609

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT ("Easement") is made and entered into as of this 7 day of July, 2020 (the "Effective Date") by and between MARY ANN BREWER, an unmarried woman ("Grantor") and HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, ("Grantee"). Grantor and Grantee are sometimes individually referred to herein as a "party" and collectively referred to herein as the "parties."

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Fleming County, Kentucky being more particularly identified as Tax Parcel 059-00-00-002.00 and further described on Exhibit A attached hereto and incorporated herein by reference (the "Grantor Parcel");

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Utility and Access Easement:

(a) Utility Easement. Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, a perpetual, exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of thirty feet (30') more particularly shown on Exhibit B attached hereto and incorporated herein by reference (the "Utility Easement Area") for the installation, maintenance, repair, replacement and removal of underground and above-ground power and telecommunication lines all infrastructure and facilities associated therewith including, but not limited to, collector station, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future, and other underground and above-ground fixtures, appliances and appurtenances connected therewith (collectively, "Grantee's Facilities"). Without limiting the generality of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus through the Grantor Parcel and to keep clear the Utility Easement Area cleared of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures desired within the Utility Easement Area.

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and

Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across the Grantor Parcel for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility Easement Area from time to time. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove a roadway, utilities and related improvements within the Utility Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Utility Easement Area, including reseeding and stabilizing such areas.

(c) Access Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of thirty feet (30') more particularly shown on **Exhibit C** attached hereto and incorporated herein by reference (the "**Access Easement Area**") and, together with the Utility Easement Area, (the "**Easement Area**") for access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment), to and from the Utility Easement Area. Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway within the Access Easement Area and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such roads as Grantee may deem necessary in the exercise of the Access Easement. Without limiting the generality of the foregoing, the rights granted herein shall entitle Grantee to use and improve any existing and future roads and access routes located on the Access Easement Area, including, without limitation, the right to construct, reconstruct, upgrade, replace, repair, maintain bridges or other means of crossing any irrigation, drainage or other ditches located in the Access Easement Area. Grantee's rights hereunder include the right of Grantee to allow its contractors, subcontractors, agents, employees, lessees, invitees, licensees, and any public utility providers to use the Access Easement Area in accordance with the terms of this Easement.

Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. The parties acknowledge that, during the initial construction of their respective facilities, Grantor and Grantee may simultaneously construct and improve their respective facilities on the Grantor Parcel, and, therefore, the parties agree that both parties must be able to use the access road located within the Access Easement Area at all times for access to their respective facilities, and neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Either

party shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the **Exhibit D** attached hereto. The parties hereby agree that Grantee shall omit or remove **Exhibit D** from the original of the Agreement that is submitted for recordation in the Official Records (defined below). Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

5. Liens. Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance that has priority over this Easement. Grantor shall provide to Grantee a subordination, non-disturbance, and attornment agreement ("**SNDA**") from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee's rights under this Agreement in form and substance acceptable to Grantee. If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through or under Grantee (each a "**Grantee Lien**"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within seven (7) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those

claiming under them.

8. Termination. Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the forty fifth (45th) anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Utility Easement Area to a substation or electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means fire, earthquake, flood or other casualty or accident; strikes or labor disputes; war, civil strife or other violence, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility, or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of such Easement, except upon recordation by such holder of a quitclaim deed specifically conveying such Easement back to Grantor. Nonuse of any the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal and restoration. Upon termination of this Easement and the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Fleming County, Kentucky Register of Deeds (the "**Official Records**").

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded in the Official Records.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any

of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

Grantor: Mary Ann Brewer
1278 Beechtree Pike
Flemingsburg, KY 41041

Grantee: Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand therefor, a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

18. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

19. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Utility Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Utility Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral, gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to

constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Utility Easement Area, nor shall the ground within the Utility Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

20. Indemnification. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable. The provisions of this Section 20 shall survive the expiration or termination of this Easement.

21. Improvements. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All road facilities and other improvements that Grantee constructs, installs or places within the Access Easement Area shall be entirely at Grantee's expense.

22. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as ("Mortgagees") provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its

interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. A Mortgagee shall have the right to cure any default by Grantee hereunder, and Grantor will accept such cure of any default of Grantee. As a precondition to Grantor exercising any rights or remedies as a result of any alleged default by Grantee or any Mortgagee and if Grantor has been provided written confirmation of the name, address and contact information for such Mortgagee, Grantor shall give written notice of the default to such Mortgagee concurrently with delivery of such notice to Grantee, as applicable, specifying in detail the alleged event of default. Grantee shall have forty-five (45) days after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Mortgagee shall have an additional time period of forty-five (45) days to complete such cure in the event Grantee fails to remedy the default within the initial forty-five (45) day period. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Agreement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

[Signature Page to Easement Follows]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

By: Mary Ann Brewer
Mary Ann Brewer

STATE OF KENTUCKY

COUNTY OF FLEMING

I, ARON M. CAUDILL, a Notary Public of the State aforesaid, certify that Mart Ann Brewer personally appeared before me this day and acknowledged the execution of the foregoing Easement.

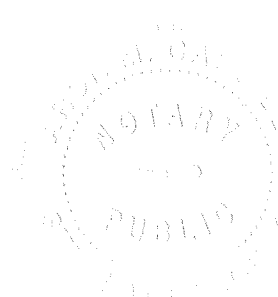
WITNESS my hand and official stamp or seal, this the 22nd day of JUNE, 2020.

A. M. Caudill
Signature of Notary Public

ARON M. CAUDILL
Printed Name of Notary Public

My Commission Expires: 11-25-2023

[AFFIX NOTARIAL STAMP OR SEAL]



IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

By: Mary Ann Brewer
Mary Ann Brewer

STATE OF KENTUCKY

COUNTY OF FLEMING

I, ARON M. CAUDILL, a Notary Public of the State aforesaid, certify that Mart Ann Brewer personally appeared before me this day and acknowledged the execution of the foregoing Easement.

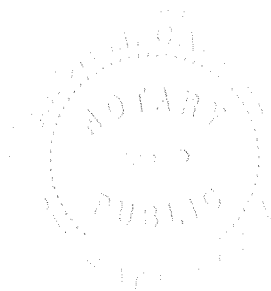
WITNESS my hand and official stamp or seal, this the 22nd day of JUNE, 2020.

A. M. Caudill
Signature of Notary Public

ARON M. CAUDILL
Printed Name of Notary Public

My Commission Expires: 11.25.2023

[AFFIX NOTARIAL STAMP OR SEAL]



[Signature Page to Easement]

GRANTEE:

Hummingbird Solar LLC, a Kentucky limited liability company

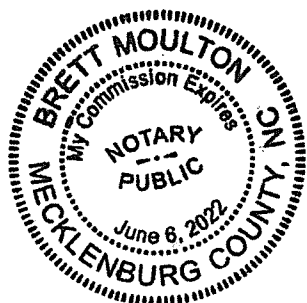
By:
Name:
Title:

[Signature]
JERGEN FEHR
MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Jergen Fehr, as manager of Hummingbird Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 7 day of July, 2020



[AFFIX NOTARIAL STAMP OR SEAL]

[Signature]
Signature of Notary Public

Brett Moulton
Printed Name of Notary Public

My Commission Expires: June 6, 2022

This Instrument Prepared By:

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

Exhibit A

Grantor Parcel

That certain real property located in Fleming County, Kentucky, identified as Tax Parcel No. 059-00-00-002.00 containing approximately 61 acres as further described below:

[Legal Description to be added at later date]



Exhibit B

Utility Easement Area

Legal description and plat of Utility Easement Area shall replace the depiction below when available

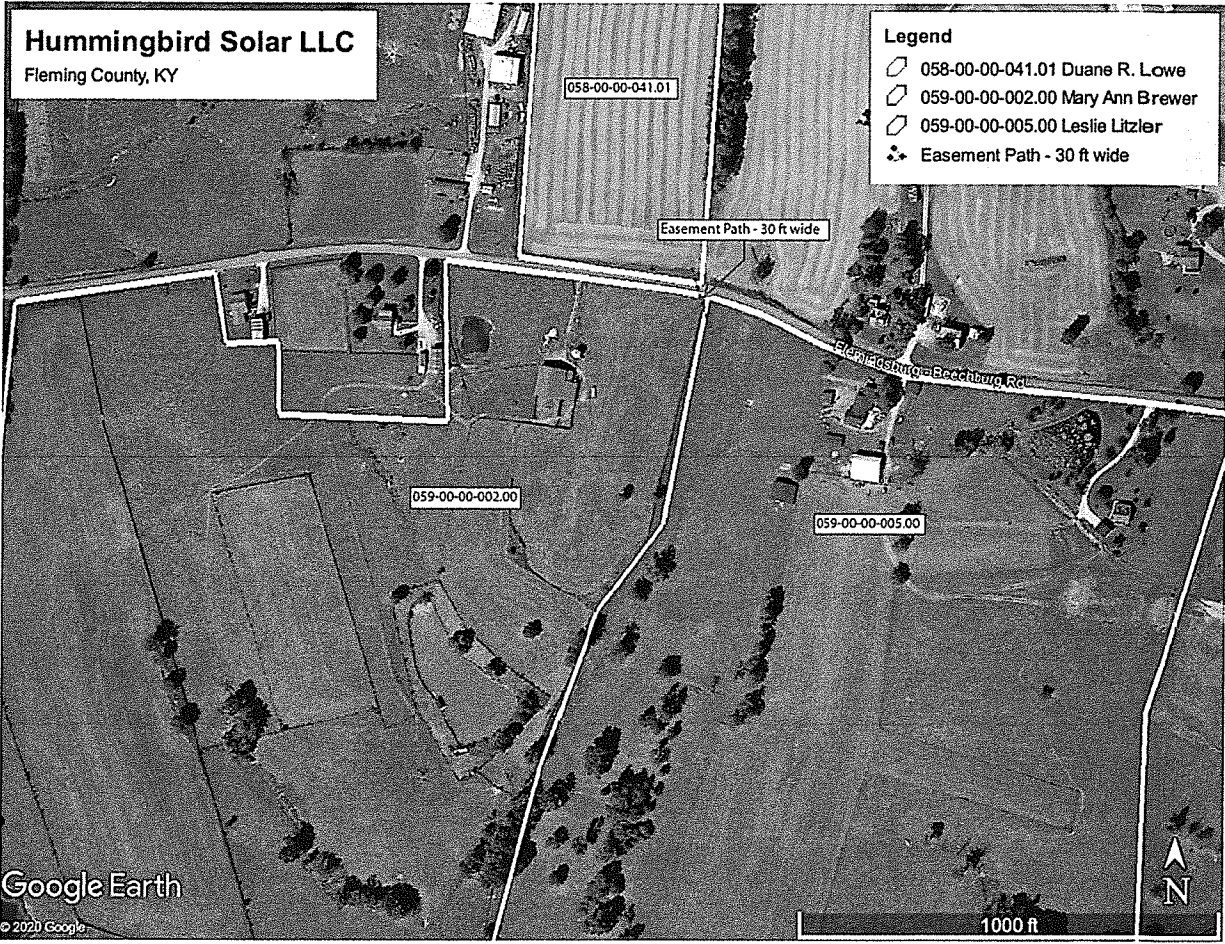


Exhibit C

Access Easement Area

Legal description and plat of Access Easement Area shall replace the depiction below when available

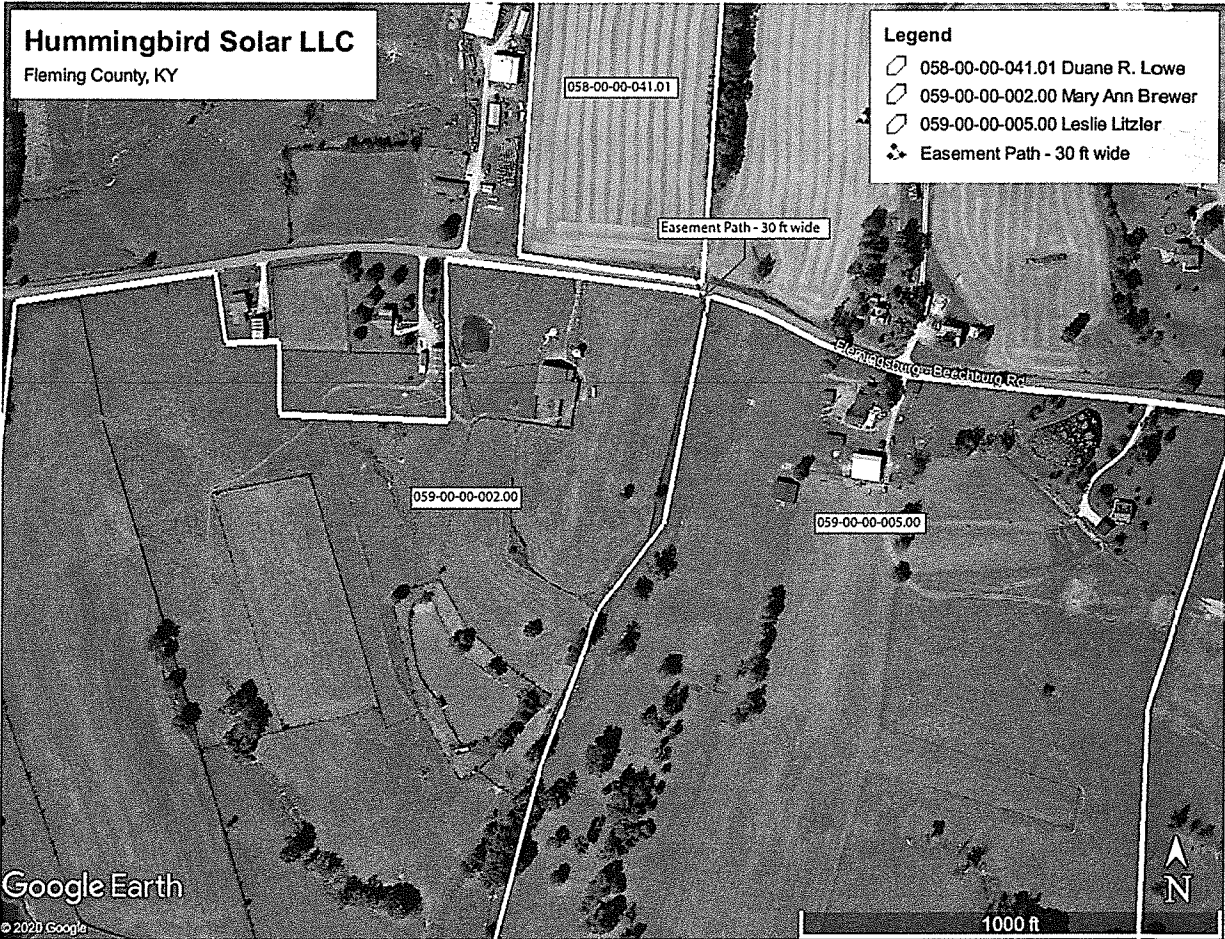


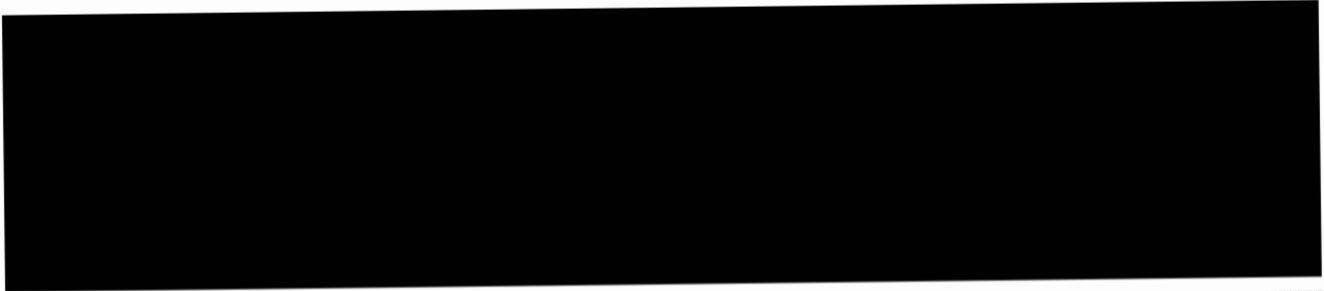
Exhibit D

Easement Fee

DO NOT RECORD THIS EXHIBIT.

This Exhibit D shall be made a part of that certain Access and Utility Easement (the "**Easement**") by and between Mary Ann Brewer ("**Grantor**") and Hummingbird Solar LLC ("**Grantee**") dated as of July 7, 2020.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):



Notwithstanding the foregoing, if Grantee has not yet received from Grantor any SNDA that is required by the terms of Section 5 prior to the date that is ten (10) business days prior to the date that the Easement Fee is due, the applicable due date for the Easement Fee shall be extended to the date that is ten (10) business days following the date that Grantee receives such required SNDA.

After Recording Mail to:
Kilpatrick Townsend & Stockton LLP (JCL)
4208 Six Forks Road, Suite 1400
Raleigh, NC 27609

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT ("Easement") is made and entered into as of this 17 day of February, 2020 (the "Effective Date") by and between Michael Hill and wife, Barbara L. Hill ("Grantor"), and Hummingbird Solar, LLC, a Kentucky limited liability company, ("Grantee"). Grantor and Grantee are sometimes individually referred to herein as a "party" and collectively referred to herein as the "parties."

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Fleming County, Kentucky being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Grantor Parcel");

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Utility and Access Easement:

(a) Utility Easement. Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, a perpetual, exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of thirty feet (30') more particularly shown on Exhibit B attached hereto and incorporated herein by reference (the "Utility Easement Area") for the installation, maintenance, repair, replacement, and removal of: underground and above-ground power and telecommunication lines and all infrastructure and facilities associated therewith including, but not limited to, collector station, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future on land leased or owned by Grantee, and other underground and above-ground fixtures, appliances and appurtenances connected therewith (collectively, "Grantee's Facilities"). Without limiting the generality of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus through the Grantor Parcel and keep the Utility Easement Area cleared of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures desired within the Utility Easement Area.

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee

hereby accepts from Grantor, an exclusive right, privilege, and easement over and across the Grantor Parcel for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility Easement Area from time to time. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove a roadway, utilities and related improvements within the Utility Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Utility Easement Area, including reseeding and stabilizing such areas.

(c) Access Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of thirty feet (30') more particularly shown on Exhibit C attached hereto and incorporated herein by reference (the "Access Easement Area" and, together with the Utility Easement Area, the "Easement Area") for access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment), to and from the Utility Easement Area. Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway within the Access Easement Area and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such roads as Grantee may deem necessary in the exercise of the Access Easement. Prior to Grantee constructing improvements in the Easement Area, Grantee shall construct a wooden fence or fence of materials to Grantee satisfactory to the eastern border of the Easement Area, along with a gate adjacent to the existing gate, in a substantially similar location, as shown on Exhibit B. Without limiting the generality of the foregoing, the rights granted herein shall entitle Grantee to use and improve any existing and future roads and access routes located on the Access Easement Area, including, without limitation, the right to construct, reconstruct, upgrade, replace, repair, maintain bridges or other means of crossing any irrigation, drainage or other ditches located in the Access Easement Area. Grantee's rights hereunder include the right of Grantee to allow its contractors, subcontractors, agents, employees, lessees, invitees, licensees, and any public utility providers to use the Access Easement Area in accordance with the terms of this Easement.

Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. The parties acknowledge that, during the initial construction of their respective facilities, Grantor and Grantee may simultaneously construct and improve their respective facilities on the Grantor Parcel, and, therefore, the parties agree that both parties must be able to use the access road located within the Access Easement Area at all times for access to their respective

facilities, and neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Either party shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the **Exhibit D** attached hereto. The parties hereby agree that Grantee shall omit or remove **Exhibit D** from the original of the Agreement that is submitted for recordation in the Official Records (defined below). Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

5. Liens. Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance that has priority over this Easement. Grantor shall provide to Grantee a subordination, non-disturbance, and attornment agreement ("**SNDA**") from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee's rights under this Agreement in form and substance acceptable to Grantee. If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through, or under Grantee (each a "**Grantee Lien**"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within seven (7) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination. Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the forty-fifth (45th) anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Utility Easement Area to a substation or electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means fire, earthquake, flood or other casualty or accident; strikes or labor disputes; war, civil strife or other violence, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility, or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of such Easement, except upon recordation by such holder of a quitclaim deed specifically conveying such Easement back to Grantor. Nonuse of any the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal, and restoration. Upon the termination of this Easement and at the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Fleming County, Kentucky Register of Deeds (the "Official Records").

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded in the Official Records.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through, or under them. The covenants, agreements,

terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

Grantor: Michael Hill and wife, Barbara L. Hill
1184 Maddox Pike
Flemingsburg, KY 41041

Grantee: Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand therefor, a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

18. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

19. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Utility Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Utility Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral, gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities. Grantor shall not increase or decrease the ground surface elevations nor allow

the ground surface elevations to be increased or decreased in any manner within the Utility Easement Area, nor shall the ground within the Utility Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

20. Indemnification. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable. The provisions of this Section 20 shall survive the expiration or termination of this Easement.

21. Improvements. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All road facilities and other improvements that Grantee constructs, installs or places within the Access Easement Area shall be entirely at Grantee's expense.

22. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as "**Mortgagees**") provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. A Mortgagee shall have the right to cure any default by Grantee hereunder, and Grantor will accept such cure of any default of

Grantee. As a precondition to Grantor exercising any rights or remedies as a result of any alleged default by Grantee or any Mortgagee and if Grantor has been provided written confirmation of the name, address and contact information for such Mortgagee, Grantor shall give written notice of the default to such Mortgagee concurrently with delivery of such notice to Grantee, as applicable, specifying in detail the alleged event of default. Grantee shall have forty-five (45) days after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Mortgagee shall have an additional time period of forty-five (45) days to complete such cure in the event Grantee fails to remedy the default within the initial forty-five (45) day period. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Agreement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

[Signature Page to Easement Follows]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Michael Hill
Michael Hill

Barbara L. Hill
Barbara L. Hill

STATE OF KENTUCKY

COUNTY OF FLEMING

I, ARON M. CAUDILL, a Notary Public of the State aforesaid, certify that Michael Hill and wife, Barbara L. Hill personally appeared before me this day and acknowledged, the foregoing Easement was signed in their name by them.

WITNESS my hand and official stamp or seal, this the 29 day of JANUARY, 2020.

Aron M. Caudill
Signature of Notary Public

ARON M. CAUDILL
Printed Name of Notary Public

My Commission Expires: 11.25.2023

[AFFIX NOTARIAL STAMP OR SEAL]



[Signature Page to Easement]

GRANTEE:

Hummingbird Solar LLC, a Kentucky limited liability company

By: [Signature]
Name: Juergen Fehr
Title: MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Juergen Fehr, as manager of Hummingbird Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 12 day of February, 2020



[Signature]
Signature of Notary Public
Brett Moulton
Printed Name of Notary Public

My Commission Expires: June 6, 2022

[AFFIX NOTARIAL STAMP OR SEAL]

This Instrument Prepared By:

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

Exhibit A

Grantor Parcel

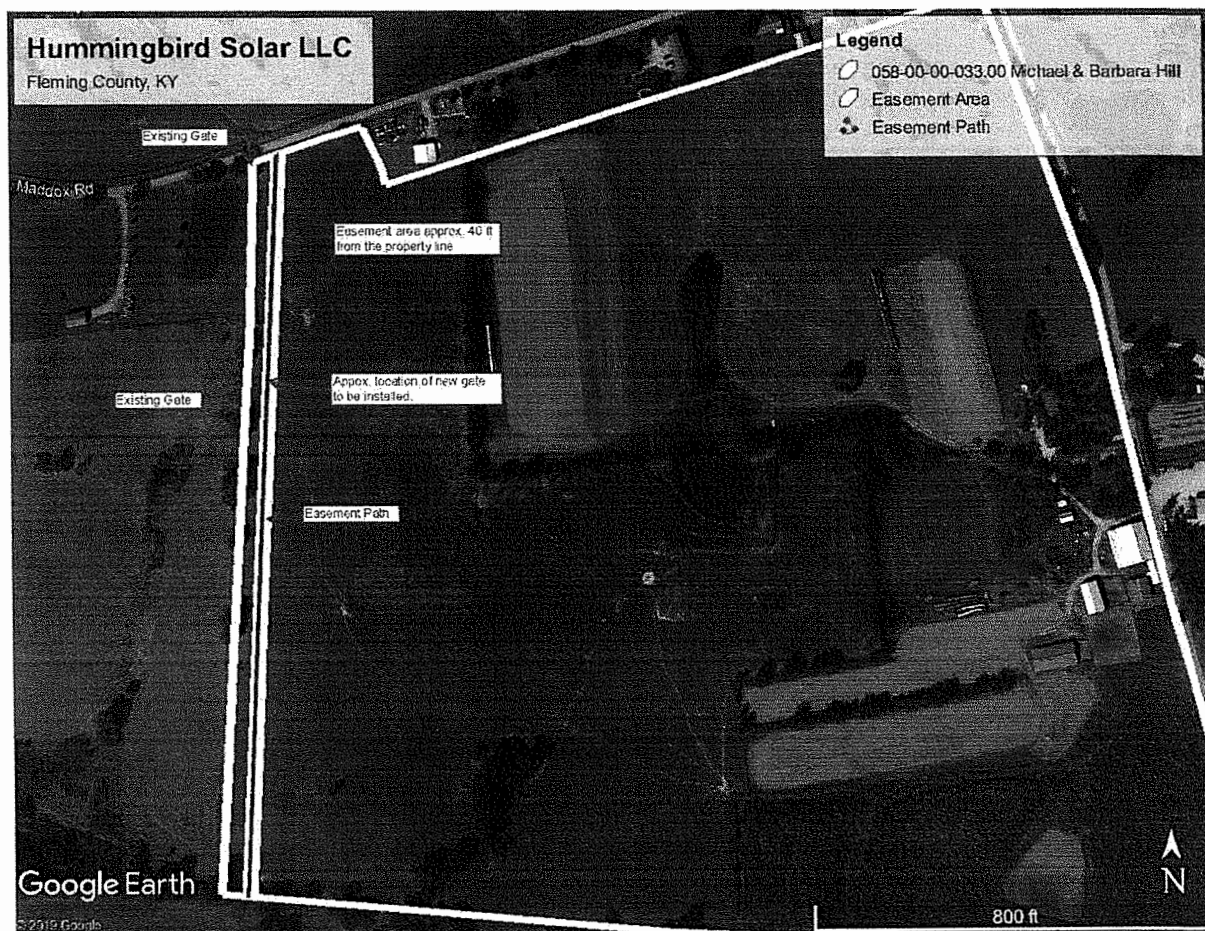
That certain real property located in Fleming County, Kentucky, identified as Tax Parcel No. 058-00-00-033.00 containing approximately 73.42 acres as further described below:

[Legal Description to be added at later date]

Exhibit B

Utility Easement Area

Legal description and plat of Utility Easement Area shall replace the depiction below when available



MLH
BJH

Exhibit C

Access Easement Area

Legal description and plat of Access Easement Area shall replace the depiction below when available



MBH
BZH

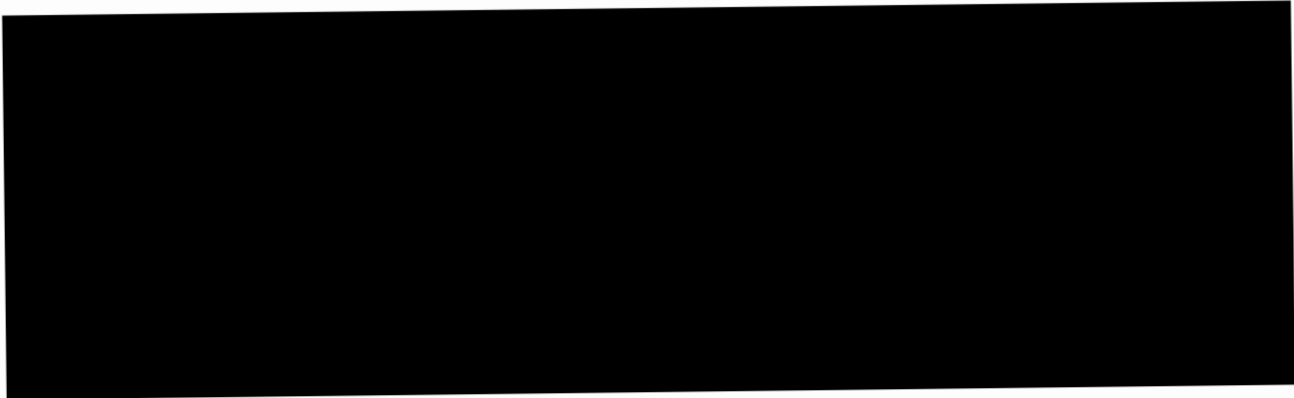
Exhibit D

Easement Fee

DO NOT RECORD THIS EXHIBIT.

This Exhibit D shall be made a part of that certain Access and Utility Easement by and among Michael Hill and wife, Barbara L. Hill (“**Grantor**”) and Hummingbird Solar LLC (“**Grantee**”) dated as of February 12, 2020.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the “**Easement Fee**”):



Notwithstanding the foregoing, if Grantee has not yet received from Grantor any SNDA that is required by the terms of Section 5 prior to the date that is ten (10) business days prior to the date that the Easement Fee is due, the applicable due date for the Easement Fee shall be extended to the date that is ten (10) business days following the date that Grantee receives such required SNDA.

After Recording Mail to:
Kilpatrick Townsend & Stockton LLP (JCL)
4208 Six Forks Road, Suite 1400
Raleigh, NC 27609

AMENDED AND RESTATED ACCESS AND UTILITY EASEMENT

THIS AMENDED AND RESTATED ACCESS AND UTILITY EASEMENT ("**Easement**") is made and entered into as of this 15 day of September, 2022 (the "**Effective Date**") by and among (a) MELODYE B. GALBREATH, in her capacity as executrix of Mary Ann Brewer Estate ("**Executrix**"), (b) MELODYE B. GALBREATH, a married woman in her individual capacity ("**MBG**"), BRADLEY EDWARD GALBREATH, a married man ("**BEG**"), and JAMES THOMAS GALBREATH, a married man ("**JTG**" and collectively with MBG and BEG, "**Grantor**") and (c) HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, ("**Grantee**"). Executrix, Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties**."

WITNESSETH:

WHEREAS, Mary Ann Brewer ("**Ms. Brewer**") and Grantee executed that certain Access and Utility Easement, dated July 7, 2020 (the "**Original Easement**") with respect to that certain parcel of land located in Fleming County, Kentucky being more particularly identified as Tax Parcel 059-00-00-002.00 and further described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, Ms. Brewer died on December 15, 2020, after which title to the Grantor Parcel was transferred pursuant to the following documents: (1) Deed, dated December 2, 2008, recorded December 2, 2008 in Book 236, Page 423, in the Official Public Records, Fleming County, Kentucky (the "**Official Records**"); (2) Order Appointing Fiduciary and Admitting Will to Probate for the Estate of James G. Brewer, deceased, dated October 21, 2010, recorded October 21, 2010 in Will Book 6, Page 50 in the Official Records; and (3) Affidavit Concerning Transfer of Real Property dated November 15, 2021, recorded December 8, 2021 in Deed Book 281, Page 591, in the Official Records;

WHEREAS, MBG currently holds a life estate in the Grantor Parcel;

WHEREAS, both BEG and JTG currently hold an undivided one-half remainderman interest in the Grantor Parcel;

WHEREAS, the Original Easement was never recorded in the Official Records;

WHEREAS, the parties desire to acknowledge the transfer of the Original Easement to MBG and that the Original Easement is a valid encumbrance on the Grantor Parcel; and

WHEREAS, the parties desire to amend and restate the Original Easement in its entirety as set forth in this Easement;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee hereby amend and restate the Original Easement as follows:

1. Grant of Utility and Access Easement:

(a) Perpetual Easements.

(1) Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, a perpetual, exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of sixty feet (60') more particularly shown on **Exhibit B** attached hereto and incorporated herein by reference (the "**Utility and Access Easement Area**") for:

(A) the installation, maintenance, repair, replacement and removal of underground and above-ground power and telecommunication lines all infrastructure and facilities associated therewith including, but not limited to, collector station, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future, and other underground and above-ground fixtures, appliances and appurtenances connected therewith (collectively, "**Grantee's Facilities**"), which easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus through the Grantor Parcel and to keep clear the Utility and Access Easement Area of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures desired within the Utility and Access Easement Area; and

(B) access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment).

(2) Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway with the Utility and Access Easement Area and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such roads as Grantee may deem necessary or appropriate in the exercise of the easements granted in this Easement. Without limiting the generality of the foregoing, the rights granted in this Easement shall entitle Grantee to use and improve any existing and future roads and access routes located in the Utility and Access Easement Area, including, without limitation, the right to construct, reconstruct, upgrade, replace, repair, maintain bridges or other means of crossing any irrigation, drainage or other ditches in the Utility and Access Easement Area.

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across a 10-foot (10') wide area on each side of the Utility and Access Easement Area more particularly shown on Exhibit B (the "**Temporary Construction Easement Area**") and together with the Utility and Access Easement Area, the "**Easement Area**") for use by Grantee, its successors and assigns for access to and for construction,

maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility and Access Easement Area from time to time. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove a roadway, utilities and related improvements within the Utility and Access Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Easement Area, including reseeded and stabilizing such areas.

(c) Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards: Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. Either party shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Easement Area, as applicable. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Easement, Grantee shall pay Grantor the amount(s) set forth in the Exhibit C attached hereto. The parties hereby agree that Grantee shall omit or remove Exhibit C from the original of the Easement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

5. Liens.

(a) Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance (each a "Grantor Lien") that has priority over this Easement. Grantor shall provide to Grantee a subordination, non-disturbance, and attornment agreement ("SNDA") from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion

thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee's rights under this Easement in form and substance acceptable to Grantee. If (1) Grantor is unable to obtain an SNDA as required in the immediately preceding sentence within 30 days after such is requested by Grantee, or (2) in the case of a mechanic's or materialmen's lien, such lien is not cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof or (3) a foreclosure proceeding is initiated with respect to and Grantor Lien, Grantee may, but shall not be required to, discharge the Grantor Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantee acts to discharge or secure the Grantor Lien, then Grantor shall reimburse Grantee for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantee involving such lien within thirty (30) days after written notice from Grantee. Grantor shall give Grantee written notice within thirty (30) days of receipt of notice of any such Grantor Lien. Grantor agrees to cooperate with Grantee to obtain any mortgage discharge statement that may be required for Grantee to confirm the total amount that is to be paid to the beneficiaries of any mortgages/deeds of trust, or any other holds of liens on the Grantor Parcel or any portion thereof, and Grantor agrees to cooperate with Grantee to obtain and register the discharge of such Grantor Lien.

(b) If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through or under Grantee (each a "**Grantee Lien**"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within thirty (30) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination.

(a) Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the 50th anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Easement Area to a substation or electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means: any fire, earthquake, flood or other casualty, accident or weather event; strikes or labor disputes; changes in the supply chain affecting the ability to secure project components; war, terrorism, civil strife or other violence; any law, order, proclamation, tariff, regulation, ordinance, action, demand or requirement of any government

agency or utility; or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of this Easement, except upon recordation by such holder of a quitclaim deed specifically conveying this Easement back to Grantor. Nonuse of any this Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

(b) On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal and restoration. Upon termination of this Easement and the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded in the Official Records.

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded in the Official Records. Notwithstanding anything in the preceding sentence to the contrary, Grantee may unilaterally amend **Exhibit B** to include a metes and bounds legal description of the Easement Area provided such amendment does not materially change the location or size of the Easement Area, and after any such amendment, Grantee may provide Grantor will a copy of such new **Exhibit B** and may rerecord this Easement in the Official Records.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Easement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor

Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) electronic mail at the email address set forth on **Exhibit D** attached hereto (so long as any email notice contains the following in the Subject line in all caps: “OFFICIAL NOTICE UNDER BREWER ESTATE EASEMENT – FLEMING COUNTY, KY”), (ii) first class mail, postage prepaid, registered or certified, return receipt requested, or (iii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein. The parties hereby agree that Grantee shall omit or remove Exhibit D from the original of the Easement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee’s sole and absolute discretion.

Grantor: Melodye Galbreath
1278 Beechtree Pike
Flemingsburg, KY 41093

Grantee: Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Miscellaneous.

(a) This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof.

(b) The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties.

(c) If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect.

(d) In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(e) Grantee shall have the right to offset any amounts it is owed from Grantor against any amounts Grantee owes to Grantor this Easement.

(f) Time is of the essence in this Easement.

(g) The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

18. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral, gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities or negatively impact Grantee's use of the Easement Area. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Easement Area, nor shall the ground within the Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Subject to the restrictions in Section 2, Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

19. Indemnification.

(a) Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable.

(b) Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable.

(c) The provisions of this Section 20 shall survive the expiration or termination of this Easement.

20. Improvements. All Grantee's Facilities constructed or placed upon the Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All road facilities and other improvements that Grantee constructs, installs or places within the Easement Area shall be entirely at Grantee's expense.

21. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as ("Mortgagees") provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. A Mortgagee shall have the right to cure any default by

Grantee hereunder, and Grantor will accept such cure of any default of Grantee. As a precondition to Grantor exercising any rights or remedies as a result of any alleged default by Grantee or any Mortgagee and if Grantor has been provided written confirmation of the name, address and contact information for such Mortgagee, Grantor shall give written notice of the default to such Mortgagee concurrently with delivery of such notice to Grantee, as applicable, specifying in detail the alleged event of default. Grantee shall have forty-five (45) days after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Mortgagee shall have an additional time period of forty-five (45) days to complete such cure in the event Grantee fails to remedy the default within the initial forty-five (45) day period. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Easement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Melodye B. Galbreath
Melodye B. Galbreath, individually

Estate of Mary Ann Brewer

By: Melodye B. Galbreath
Melodye B. Galbreath, Executrix

STATE OF Kentucky

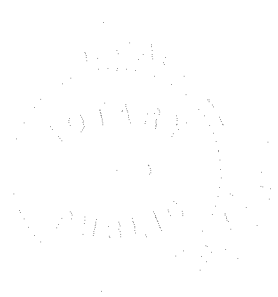
COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Meloyde B. Galbreath personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in her individual capacity and as Executrix of the Estate of Mary Ann Brewer.

WITNESS my hand and official stamp or seal, this the 20th day of August, 2022.

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11.25.2023
Notary ID: 636110



SPOUSAL JOINDER

The undersigned hereby consents and agrees and has joined in the execution of this Easement for the sole purpose of subordinating his dower rights in the Grantor Parcel, to the terms and provisions of this Easement.



Thomas G. Galbreath, individually

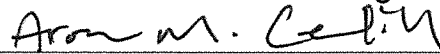
STATE OF Kentucky

COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Thomas G. Galbreath personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in his individual capacity.

WITNESS my hand and official stamp or seal, this the 20th day of August, 2022.

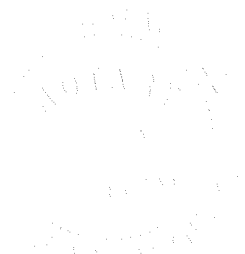
(Seal)



Notary Public

My Commission Expires: 11.25.2023

Notary ID: 636110



Bradley E. Galbreath
Bradley E. Galbreath, individually

STATE OF Kentucky

COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Bradley E. Galbreath personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in his individual capacity.

WITNESS my hand and official stamp or seal, this the 20th day of August, 2022.

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11.25.2023
Notary ID: 636110

SPOUSAL JOINDER

The undersigned hereby consents and agrees and has joined in the execution of this Easement for the sole purpose of subordinating her dower rights in the Grantor Parcel, to the terms and provisions of this Easement.

Laura Galbreath
Laura Galbreath, individually

STATE OF Kentucky

COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Laura Galbreath personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in her individual capacity.

WITNESS my hand and official stamp or seal, this the 20th day of August, 2022.

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11.25.2023
Notary ID: 636110



James T. Galbreath
James T. Galbreath, individually

STATE OF Kentucky

COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that James T. Galbreath personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in his individual capacity.

WITNESS my hand and official stamp or seal, this the 20th day of August, 2022.

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11.25.2023
Notary ID: 636110

SPOUSAL JOINDER

The undersigned hereby consents and agrees and has joined in the execution of this Easement for the sole purpose of subordinating her dower rights in the Grantor Parcel, to the terms and provisions of this Easement.

Blair Galbreath
Blair Galbreath, individually

STATE OF Kentucky

COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Blair Galbreath personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in her individual capacity.

WITNESS my hand and official stamp or seal, this the 20th day of August, 2022.

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11.25.2023
Notary ID: 636110



GRANTEE:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: [Signature]

Name: JURGEN FEHR

Title: MANAGER

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Jurgen Fehr, as Manager of Hummingbird Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by [him/her] in such capacity.

WITNESS my hand and official stamp or seal, this the 15 day of September, 2022.

(Seal)

[Signature]
Notary Public
My Commission Expires: June 6 2027
Notary ID: N/A

Brett Moulton

This Instrument Prepared By:

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

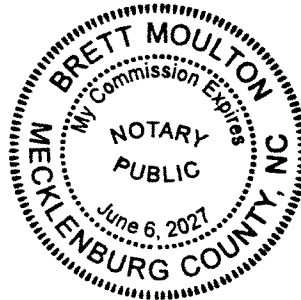


Exhibit A

Grantor Parcel

That certain real property located in Fleming County, Kentucky, identified as Tax Parcel No. 059-00-00-002.00 containing approximately 61 acres as further described below:

Two certain tracts of land located in Fleming County, Kentucky and more particularly described as follows:

Tract No. I: Beginning at the center of the Beechburg and Flemingsburg Turnpike opposite a dirt road; thence with the meanderings of the dirt road S 13 W 36 poles; S 28 W 35-1/2 poles; S 13 W 24 poles; S 10 W 25-1/2 poles to a stone in the center of the road and in A. J. Sloops line and corner to Louis Bower; thence N 84 W 73-1/2 poles to a stone corner to Hussey Bros; on a lane; thence N 3 E 104-8/10 poles to the center of the turnpike corner to J. S. Carpenter and Henry Schwartz; thence N 80 E 52 poles; thence N 84 E 49-2/10 poles to the beginning, containing 61 acres, 2 quarters and 10 poles.

Tract No. II: Also another tract of land situated on the Flemingsburg-Mt. Carmel Turnpike, including a house, and about one mile east of Flemingsburg, Kentucky, and more particularly described as follows:

Beginning at a point where the land of W. T. Lathram corners with the land of First Parties (Clarence Brewer); thence in a straight line and with the division line between Lathram and Bateman to a set stone where it joins the land of O. H. Jones, said corner being 17 feet south of a large pear tree; thence with the line of said Jones to the center of the Flemingsburg and Mt. Carmel Turnpike; thence with the center of said turnpike in a northerly direction to the property of W. T. Lathram; thence at right angle in a southwesterly direction and with the line of said Lathram to the point of beginning, containing approximately 3 acres, more or less.

THERE IS EXCEPTED a tract of land containing 1.03 acres conveyed to Brewer Mini Storage, LLC, a Kentucky Limited Liability Company, from Jimmy Brewer and Mary Ann Brewer, husband and wife, by deed dated the 30th day of December, 2002, and of record in Deed Book 214, Page 84, Fleming County Clerk's Office.

Tracts I and II being n part of the same real estate conveyed James Gilmer Brewer and Mary Ann Brewer, husband and wife, from Jessie Brewer, by deed dated the 20th day of November, 1990, and of record in Deed Book 170, Page 591, Fleming County Clerk's Office.

SAVE AND EXCEPT that tract or parcel of land in Deed dated March 23, 1992, recorded April 23, 1992 in Book 173, Page 689, Official Public Records, Fleming County, Kentucky, and being more particularly described as follows:

A certain parcel of land located in Fleming County, Kentucky off the Flemingsburg-Beechburg Road and which is more particularly described as follows:

BEGINNING at a gate post on the West side of a 12 feet passway and at the Southeast corner of Second Parties' lot; thence at a 90° angle in a general Southeasterly direction a distance of 45 feet to a stake; thence at another 90° angle in a general Westerly direction a distance of 84 feet to a stake corner to Second Parties' lot; thence in a general Northeasterly direction following Second Parties' property line a distance of 90 feet to the beginning, containing 1,890 square feet.

Being a part of the same property contained in Tract I conveyed to James Gilmer Brewer and Mary Ann Brewer, husband and wife from Jessie Brewer dated the 20th day of November, 1990 and of record in Deed Book 170, Page 591 Fleming County Clerk's Office.

Tax ID No.: 059-00-00-002.00

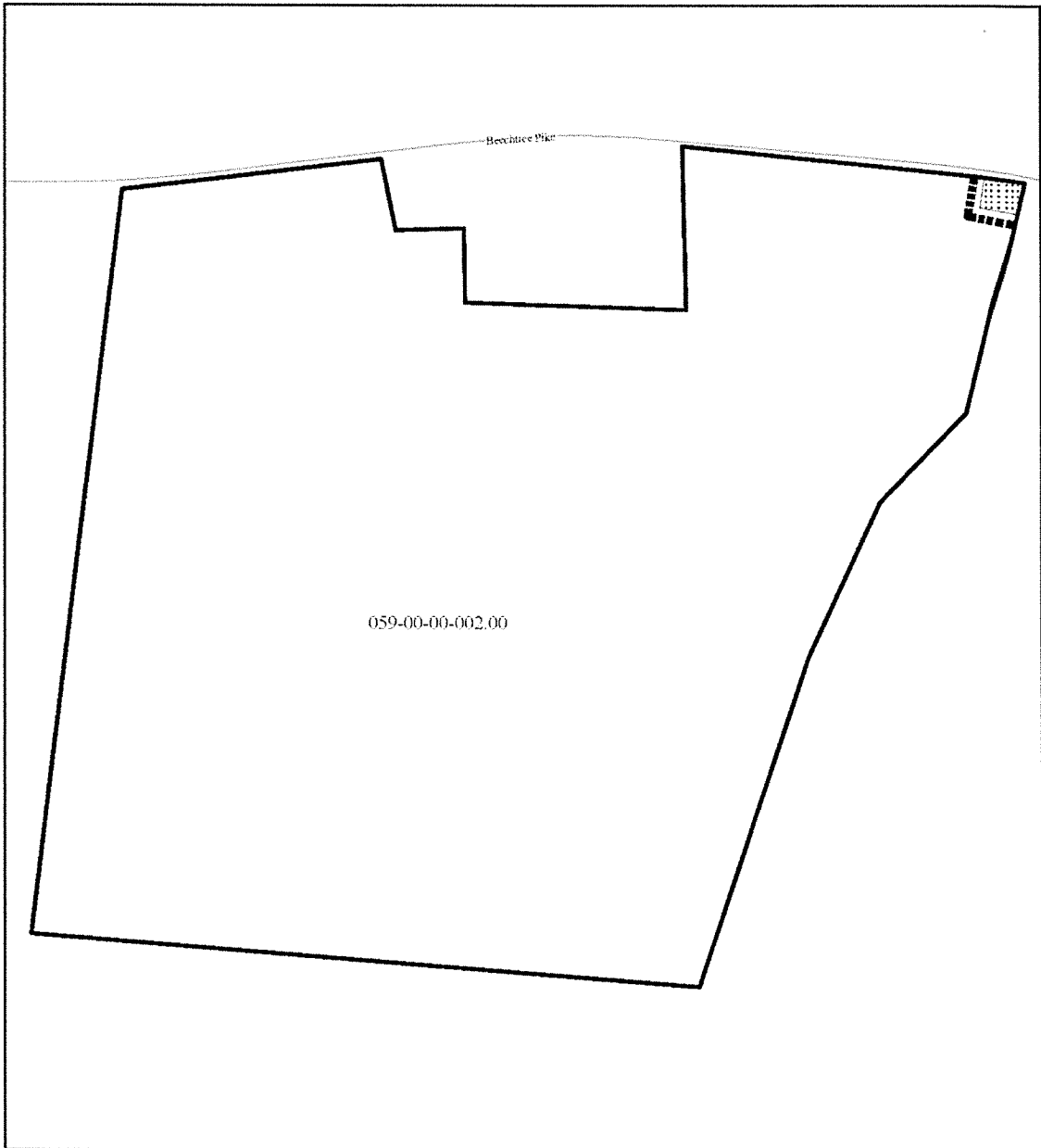
Exhibit B

Access and Utility Easement Area and Temporary Construction Easement Area

Legal description and plat of Access and Utility Easement Area and Temporary Construction Easement Area shall replace the depiction below when available

(see Section 10 of the Easement regarding replacement of this exhibit)

(see attached)







| | | |
|--|--|--|
| <p>Legend</p> <ul style="list-style-type: none">  Grantor Parcel  Utility and Access Easement  Temporary Construction Easement Area  Public Road <p>0 250 500 US Feet</p> | <p style="text-align: center;">N ▲</p> <p><u>PARCEL INFORMATION:</u></p> <p><u>PROJECT:</u> Hummingbird Solar</p> <p><u>OWNERSHIP:</u> Mary Ann Brewer Estate</p> <p><u>PARCEL IDENTIFICATION NUMBER:</u> 059-00-00-002.00</p> | |
|--|--|--|

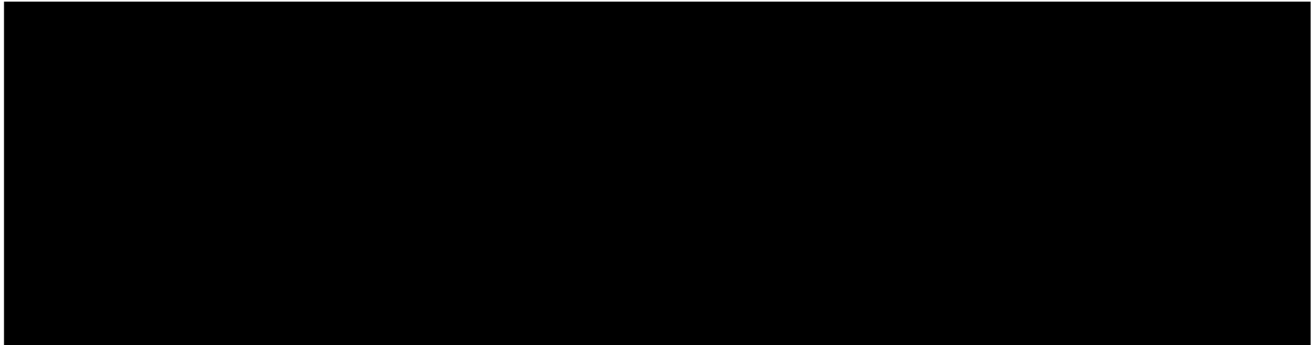
Exhibit C

Easement Fee

DO NOT RECORD THIS EXHIBIT.

This Exhibit C shall be made a part of that certain Amended and Restated Access and Utility Easement (the "**Easement**") by and between MELODYE B. GALBREATH, a married woman in her individual capacity, BRADLEY EDWARD GALBREATH, a married man, and JAMES THOMAS GALBREATH, a married man (collectively, "**Grantor**") and Hummingbird Solar LLC ("**Grantee**") dated as of _____, 202_.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):



Notwithstanding the foregoing, if Grantee has not yet received from Grantor any SNDA that is required by the terms of Section 5 prior to the date that is ten (10) business days prior to the date that the Easement Fee is due, the applicable due date for the Easement Fee shall be extended to the date that is ten (10) business days following the date that Grantee receives such required SNDA.

Exhibit D

Notice Information

DO NOT RECORD THIS EXHIBIT.

Grantor: Melodye Galbreath
1278 Beechtree Pike
Flemingsburg, KY 41093
Phone Number: [REDACTED]
Mobile: [REDACTED]

Grantee: Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

OPTION AGREEMENT FOR EASEMENT

THIS OPTION AGREEMENT FOR EASEMENT (this "Agreement"), is entered into as of this 28 day of August, 2020 (such date being the date this Agreement is last signed and mutually executed, the "Effective Date"), by and between **SHERRI GRIFFITH**, a married individual ("Grantor"), and **HUMMINGBIRD SOLAR LLC**, a Kentucky limited liability company, ("Grantee"). Grantor and Grantee are sometimes individually referred to herein as a "party" and collectively referred to herein as the "parties."

RECITALS

A. Grantor is the fee owner of that certain real property located in Fleming County, Kentucky, being more particularly identified as Tax Parcel 069-00-00-035.00 and further described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Grantee has acquired one or more property interests near the Property (the "Premises") for purposes of developing, constructing and operating a solar electricity generating facility on the Premises (the "Project") and, in connection with the Project, Grantee is investigating the acquisition of one or more transmission easements for purposes of placing transmission lines and related equipment leading to and from the Project ("Transmission Lines").

C. In connection with the proposed Transmission Lines, Grantee desires to acquire from Grantor, and Grantor desires to grant to Grantee, an option to acquire a transmission easement, along with a temporary construction easement, over a portion of the Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Option.** Grantor hereby grants to Grantee an exclusive option ("Option") to obtain from Grantor a thirty (30') foot wide exclusive utility easement for underground transmission line facilities, along with a non-exclusive temporary construction easement in connection therewith, in the general location as depicted on Exhibit B and described in Exhibit C attached hereto and incorporated herein by this reference. The location of the easement shall begin at the northeast corner of Grantor's parcel at the road and run in a westerly direction parallel with the north boundary line and lie no further south of the boundary line than thirty feet. Then the easement shall turn southwest with the west boundary line of the Property and run parallel with the western Property line at the edge of the existing tree line and field staying as close to the tree line and out of the field as possible without clear cutting of trees and ending at the southwest corner of the western property line as depicted as "Underground Easement" in Exhibit B to Exhibit C "Access and Utility Easement" attached hereto and incorporated herein by this reference. Grantee shall survey the area for the easement according to the parameters provided herein and provide notice thereof to Grantor, and the surveyed legal description of the area for the easement shall replace Exhibit B and Exhibit C of the "Access and Utility Easement".

2. **Option Term.** The term of this Agreement shall commence as of the Effective Date, and end on the [REDACTED] (the "Option Term"). However, at the Grantee's option, the Option Term may be extended for an additional three (3) years ("Option Extension") upon the payment of [REDACTED] ("Option Extension Consideration"). Grantee shall have the sole right to cancel this Agreement upon written notice to Grantor at any time during the Option Term or Option Extension, if applicable, and upon such cancellation, neither party shall have

any further obligations hereunder, including any obligation to make any payment that has a due date following the date of such cancellation.

3. **Option Consideration.** In consideration of the Option, the mutual execution of this Agreement, and the mutual promises and agreements of the parties under this Agreement, Grantee shall pay to Grantor within thirty (30) days of the Effective Date, [REDACTED]

4. **Exercise of Option.** Grantee may exercise the Option at any time during the Option Term by delivering to Grantor written notice of Grantee's election to exercise the Option (a "Notice of Exercise"). The easement agreement shall be in the form attached hereto as **Exhibit C**, with such non-material changes as may be requested by Grantee's lender (the "Access and Utility Easement"). Grantee shall attach to the Access and Utility Easement the description of that portion of the Property covered by the Access and Utility Easement as determined by Grantee as provided in Section 1 above. Grantor shall sign, notarize and return the executed and notarized Access and Utility Easement to Grantee within ten (10) days after Grantor's receipt of the Notice of Exercise and the Access and Utility Easement. The parties agree to cooperate in good faith in the recordation of the Access and Utility Easement.

5. **Access and Utility Easement Consideration.** Grantee shall not be obligated to pay Grantor the transmission easement consideration described below unless, and only if, Grantee records the Access and Utility Easement against the Property (the "Easement Effective Date"). [REDACTED]

6. **Rights of Grantee.** During the Option Term, Grantee and its agents and contractors shall have the right to enter the Property for activities relating to the proposed development and installation of the Transmission Lines on the Property ("Development Activities"), including, without limitation, conducting engineering and soils tests, surveying activities, and undertaking any other activities that Grantee reasonably determines are necessary or useful to investigate the Property for the development of Transmission Lines.

7. **Grantor's Covenants.** Grantor agrees and covenants, at all times while this Agreement is in effect, to: (a) provide Grantee with any information known to Grantor of the existence or release of any hazardous substance, material, or waste on the Property; (b) assist and reasonably cooperate with Grantee in connection with the Development Activities, including, without limitation, applying for and obtaining any permits or governmental approvals that may be necessary or desirable in connection with the development, construction, financing, and location of the Transmission Lines on the Property; (c) provide an estoppel certificate and/or a consent to or acknowledgment of Grantee's lender's mortgage or other lien, as requested by Grantee or Grantee's lender certifying to such matters as Grantee's lender may request regarding the status of this Agreement and of the Access and Utility Easement and acknowledging the rights of Grantee's lender thereto; and (d) within ninety (90) days of the execution of this Agreement, provide a Consent Agreement from all fee mortgagees in accordance with Section 9 of this Agreement.

8. **Assignment.** Grantee shall have the right, without the prior approval or consent of Grantor, at any time and from time to time, to assign, apportion or otherwise transfer in whole or in part to one or more persons or entities (including to multiple parties who will hold the Access and Utility Easement interests and/or the Transmission Lines as tenants-in-common or pursuant to other shared or joint use agreements) its rights and interest in this Agreement. Any such assignment, apportionment or transfer by Grantee shall not, separately or in the aggregate, constitute an overburdening of the Access and Utility Easement. An assignee shall have all of the rights and benefits of Grantee under and pursuant to this

Agreement and, in the event of an assignment of Grantee's entire interest in this Agreement, Grantee shall be relieved of Grantee's obligations under this Agreement after the date of such assignment.

9. **Mortgagee Consent.** Grantor agrees that it will deliver to the Grantee within ninety (90) days of the execution of this Agreement (and thirty (30) days after the recordation of any new deed of trust or encumbrance on the Property), a consent and non-disturbance agreement in a form reasonably satisfactory to Grantee, executed by all existing (and new, if applicable) fee mortgagees or lenders of the Property pursuant to which such mortgagee or lender consents to and agrees not to disturb Grantee's rights under this Agreement and of the Access and Utility Easement ("Consent Agreement")

10. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one (1) business day after being deposited with FedEx or another reliable overnight courier service, with receipt acknowledgment requested, (iii) the date sent if transmitted by facsimile telecopy before or during business hours on a business day, with a copy sent on the same day by one of the other permitted methods of delivery, otherwise on the first business day following the sending date, or (iv) upon receipt or refused delivery if deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and sent to the addresses set forth above. Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

11. **Miscellaneous.**

a. **Time of the Essence.** Time is of the essence of this Agreement; provided, however, should the date for payment or performance required under this Agreement fall on a non-business day (i.e., Saturday, Sunday or any other day on which national banks in Texas are not open for business), then the date required for payment or performance under this Agreement shall be extended to the first business day following the non-business day on which such payment or performance was required.

b. **Entire Agreement.** This Agreement and the exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Grantor and Grantee.

c. **Confidentiality.** Each party agrees to maintain in confidence, and not to disclose to any third party, the information contained in this Agreement or pertaining to the easement contemplated hereby and the transactions contemplated by this Agreement; provided, however, that each party may disclose such information to such party's accountants, attorneys, prospective lenders, prospective purchasers, partners, equity investors, consultants and other advisors (collectively "Representatives") to the extent that such Representatives reasonably need to know (in Grantor's or Grantee's reasonable discretion) such information in order to assist, and perform services on behalf of, Grantor or Grantee, but the disclosing party shall remain responsible for its Representatives' compliance with the confidentiality provisions of this Agreement. In addition, Grantee shall be permitted to provide a redacted copy of this Agreement and related easement documents to utility companies as may be necessary for Grantee's interconnection and solar facility applications. The provisions of this paragraph shall survive the termination of this Agreement.

d. **Severability.** If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected

thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

e. **Governing Law; Legal Costs.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. If any legal action is brought by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

f. **Counterparts; Headings.** This Agreement may be executed in one or more counterparts. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding. The headings to sections of this Agreement are for convenient reference only and shall not be used in interpreting this Agreement.

g. **Further Assurances.** The parties agree to execute such instruments and documents and to undertake such actions as may be reasonably required in order to carry out the obligations set forth herein and permit Grantee to exercise the rights granted hereby. Within ten (10) days after receipt of a written request made from time to time by Grantee, Grantor shall execute and deliver to Grantee: (i) any owner's affidavit reasonably requested by any title company or attorney reviewing title to the Property in connection with the issuance of a title insurance policy insuring the Access and Utility Easement; (ii) an estoppel certificate and/or a consent to or acknowledgment of Grantee's lender's mortgage or other lien, as requested by Grantee or Grantee's lender certifying to such matters as Grantee's lender may request regarding the status of this Agreement and of the Access and Utility Easement and acknowledging the rights of Grantee's lender thereto. Should Owner fail to timely execute and deliver the estoppel certificate and/or consent, then Grantee and Grantee's lender may rely on the contents thereof and the estoppel certificate and/or consent shall be conclusively binding.

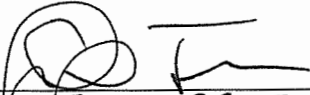
h. **Recordation; Successors Bound.** Upon the mutual execution hereof, Grantee and Grantor shall execute and Grantee shall cause to be recorded in the recording office of Fleming County, Kentucky, a fully executed and acknowledged Access and Utility Easement Agreement in the form of **Exhibit C** attached hereto. This Agreement shall be binding upon and inure to the benefit of Grantee and Grantor and each of their successors and assigns with respect to the Property.

[Signatures on following page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the date set forth below and effective as of the Effective Date.

GRANTEE:

HUMMINGBIRD SOLAR LLC
a Kentucky limited liability company

By: 
Name: T. C. FEHR
Title: MANAGER
Date: 8/28/2020

GRANTOR:

By: 
Name: Sherri Griffith

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[INSERT LEGAL DESCRIPTION]

EXHIBIT B

**DEPICTION OF GENERAL LOCATION
OF TRANSMISSION LINE ON PROPERTY**

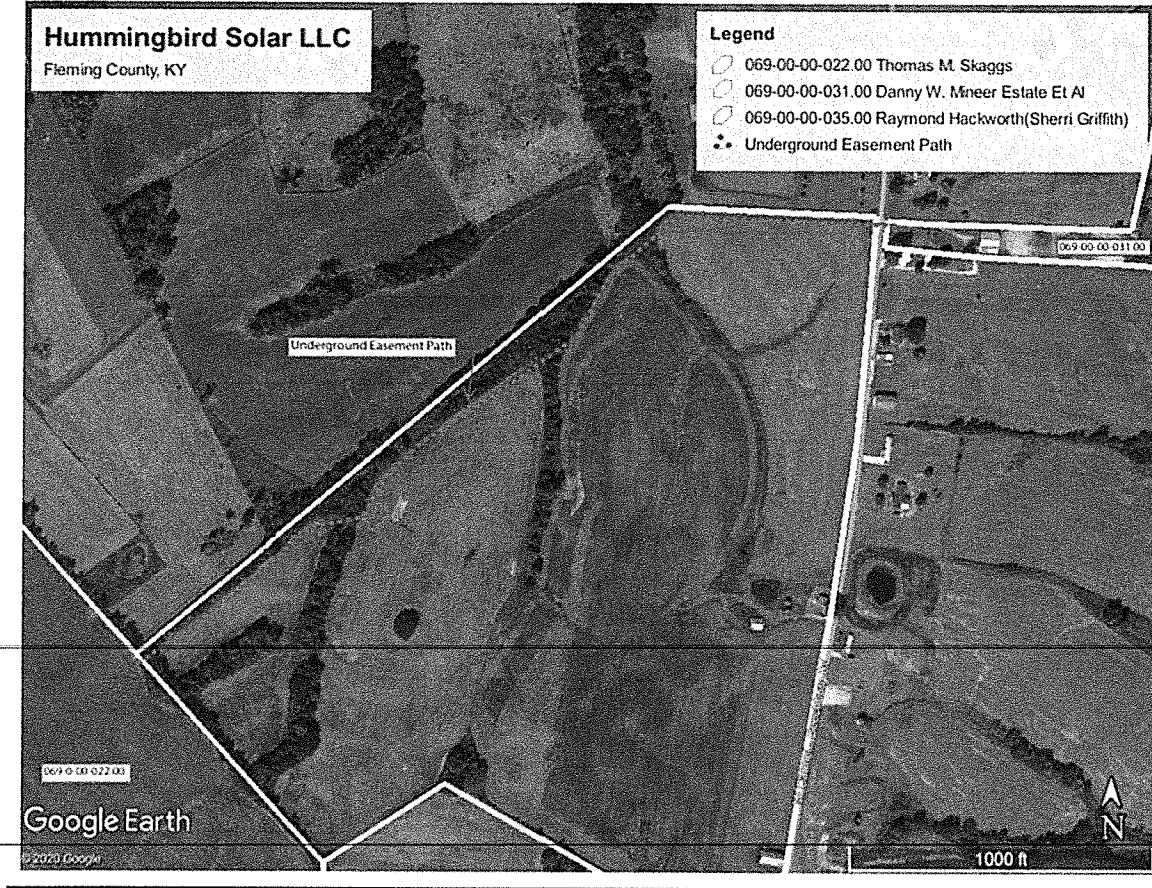


EXHIBIT C

After Recording Mail to:
Kilpatrick Townsend & Stockton LLP (JCL)
4208 Six Forks Road, Suite 1400
Raleigh, NC 27609

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT ("**Easement**") is made and entered into as of this _____ day of _____, 2020 (the "**Effective Date**") by and between SHERRI GRIFFITH, a married individual ("**Grantor**") and HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties.**"

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Fleming County, Kentucky being more particularly identified as Tax Parcel 069-00-00-035.00 and further described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Utility and Access Easement:**

(a) **Utility Easement.** Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, a perpetual, exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of thirty feet (30') more particularly shown on **Exhibit B** attached hereto and incorporated herein by reference (the "**Utility Easement Area**") for the installation, maintenance, repair, replacement and removal of underground power and telecommunication lines all infrastructure and facilities associated therewith including, but not limited to, wires, conduits, ducts, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric

energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future, and other underground fixtures, appliances and appurtenances connected therewith (collectively, "**Grantee's Facilities**"). The location of the easement shall begin at the northeast corner of Grantor's parcel at the road and run in a westerly direction parallel with the north boundary line and lie no further south of the boundary line than thirty feet. Then the easement shall turn southwest with the west boundary line of the Grantor Parcel and run parallel with the western property line of the Grantor Parcel at the edge of the existing tree line and field staying as close to the tree line and out of the field as possible without clear cutting of trees and ending at the southwest corner of the western property line of the Grantor Parcel as depicted as the "Underground Easement" in Exhibit B attached hereto and incorporated herein by this reference. Without limiting the generality of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus through the Grantor Parcel and to keep clear the Utility Easement Area cleared of trees, undergrowth, and all other obstructions by any lawful means.

(b) **Temporary Construction Easement.** Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across the Grantor Parcel for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of utility and related improvements upon the Utility Easement Area from time to time. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove utilities and related improvements within the Utility Easement Area. Following the construction activities described above, not to exceed eighteen (18) months, Grantee shall reasonably restore property disturbed by the construction activities both outside and on the surface of the land located inside of the Utility Easement Area, to a farmable condition if such area was used for farming prior to Grantee's exercise of its rights provided herein, and returning the area to a farmable condition shall include reseeding and stabilizing such areas.

(c) **Access Easement.** Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of thirty feet (30') more particularly shown on **Exhibit C** attached hereto and incorporated herein by reference (the "**Access Easement Area**") and, together with the Utility Easement Area, (the "**Easement Area**") for access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment), to and from the Utility Easement Area. Without limiting the generality of the foregoing, the rights granted herein shall entitle Grantee to use any existing and future roads and access routes located on the Access Easement Area. Grantee's rights hereunder include the right of Grantee to allow its contractors, subcontractors, agents, employees, lessees, invitees, licensees, and any public utility providers to use the Access Easement Area in accordance with the terms of this Easement.

Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area

and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. The parties acknowledge that, during the initial construction of their respective facilities, Grantor and Grantee may simultaneously construct and improve their respective facilities on the Grantor Parcel, and, therefore, the parties agree that both parties must be able to use any existing and future access roads located within the Access Easement Area at all times for access to their respective facilities, and neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of such access roads. Either party shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access roads. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed in the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the **Exhibit D** attached hereto. The parties hereby agree that Grantee shall omit or remove **Exhibit D** from the original of the Agreement that is submitted for recordation in the Official Records (defined below). Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

5. Liens. Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance that has priority over this Easement. Grantor shall provide to Grantee a subordination, non-disturbance, and attornment agreement ("**SNDA**") from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee's rights under this Agreement in form and substance acceptable to Grantee. If any mechanic's or materialmen's lien

is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through or under Grantee (each a "Grantee Lien"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within seven (7) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination. Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the forty fifth (45th) anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Utility Easement Area to electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means fire, earthquake, flood or other casualty or accident; strikes or labor disputes; war, civil strife or other violence, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility, or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of such Easement, except upon recordation by such holder of a quitclaim deed specifically conveying such Easement back to Grantor. Nonuse of any the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted).

Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal and restoration. Upon termination of this Easement and the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Fleming County, Kentucky Register of Deeds (the "Official Records").

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded in the Official Records.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

Grantor: Sherri Griffith
313 Tri County Road
Seaman, OH

Grantee: Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

And to: Kilpatrick Townsend & Stockton LLP
4208 Six Forks Road, Suite 1400
Raleigh, North Carolina 27609
Attn: John Livingston

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand therefor, a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

18. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought,

whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

19. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Utility Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Utility Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral, gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Utility Easement Area, nor shall the ground within the Utility Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities. Notwithstanding any provision herein to the contrary, in the event Grantee needs to access the Utility Easement Area, and in doing so, damages the crops that Grantor may have planted, Grantee agrees to pay for any crop damages incurred by Grantor pursuant to the terms and conditions herein. Grantee shall reimburse Grantor for the fair market value for the loss of, or damage to, such crops, the reimbursement required to be paid pursuant to this Section shall be paid within thirty (30) days after receipt of the written evidence from Grantor of the acreage of the crops damaged or destroyed by Grantee and/or its agents and of the fair market value of such crops. The fair market value shall be determined by taking the anticipated yield of such crops based on the actual production history for such crops from the Utility Easement Area over the previous three (3) years, and multiplying that by the maximum price election set by the Risk Management Agency for Multi-Peril Crop Insurance at the time of planting.

20. Indemnification. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable. The provisions of this Section 20 shall survive the expiration or termination of this Easement.

21. Improvements. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All improvements that Grantee constructs, installs or places within the Access Easement Area shall be entirely at Grantee's expense.

22. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as ("**Mortgagees**") provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. A Mortgagee shall have the right to cure any default by Grantee hereunder, and Grantor will accept such cure of any default of Grantee. As a precondition to Grantor exercising any rights or remedies as a result of any alleged default by Grantee or any Mortgagee and if Grantor has been provided written confirmation of the name, address and contact information for such Mortgagee, Grantor shall give written notice of the default to such Mortgagee concurrently with delivery of such notice to Grantee, as applicable, specifying in detail the alleged event of default. Grantee shall have forty-five (45) days after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Mortgagee shall have an additional time period of forty-five (45) days to complete such cure in the event Grantee fails to remedy the default within the initial forty-five (45) day period. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Agreement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

[Signature Page to Easement Follows]

[Signature Page to Easement]

GRANTEE:

Hummingbird Solar LLC, a Kentucky limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State aforesaid, certify that _____, as _____ of Hummingbird Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the ____ day of _____, 20__.

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: _____

[AFFIX NOTARIAL STAMP OR SEAL]

This Instrument Prepared By:

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

SPOUSAL CONSENT

The undersigned, the spouse of Sherri Griffith, a married individual, hereby joins in and consents to the terms of this Agreement. The undersigned's signature below shall not imply that such spouse has any interest in the Property, but evidences only such spouse's agreement to and acknowledgment that if and to the extent that said spouse has any right, title and interest in the Property, said spouse ratifies, consents to, and joins in the execution of this Agreement and all of the provisions hereof as if named herein as a "Owner."

By: _____

Print Name: _____

Dated: _____

[Signature Page to Easement]

GRANTEE:

Hummingbird Solar LLC, a Kentucky limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State aforesaid, certify that _____, as _____ of Hummingbird Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the ____ day of _____, 20__.

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: _____

[AFFIX NOTARIAL STAMP OR SEAL]

This Instrument Prepared By:

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

Exhibit A

Grantor Parcel

That certain real property located in Fleming County, Kentucky, identified as Tax Parcel No. 069-00-00-035.00 containing approximately 80 acres as further described below:

[Legal Description to be added at later date]



Exhibit B

Utility Easement Area

Legal description and plat of Utility Easement Area shall replace the depiction below when available

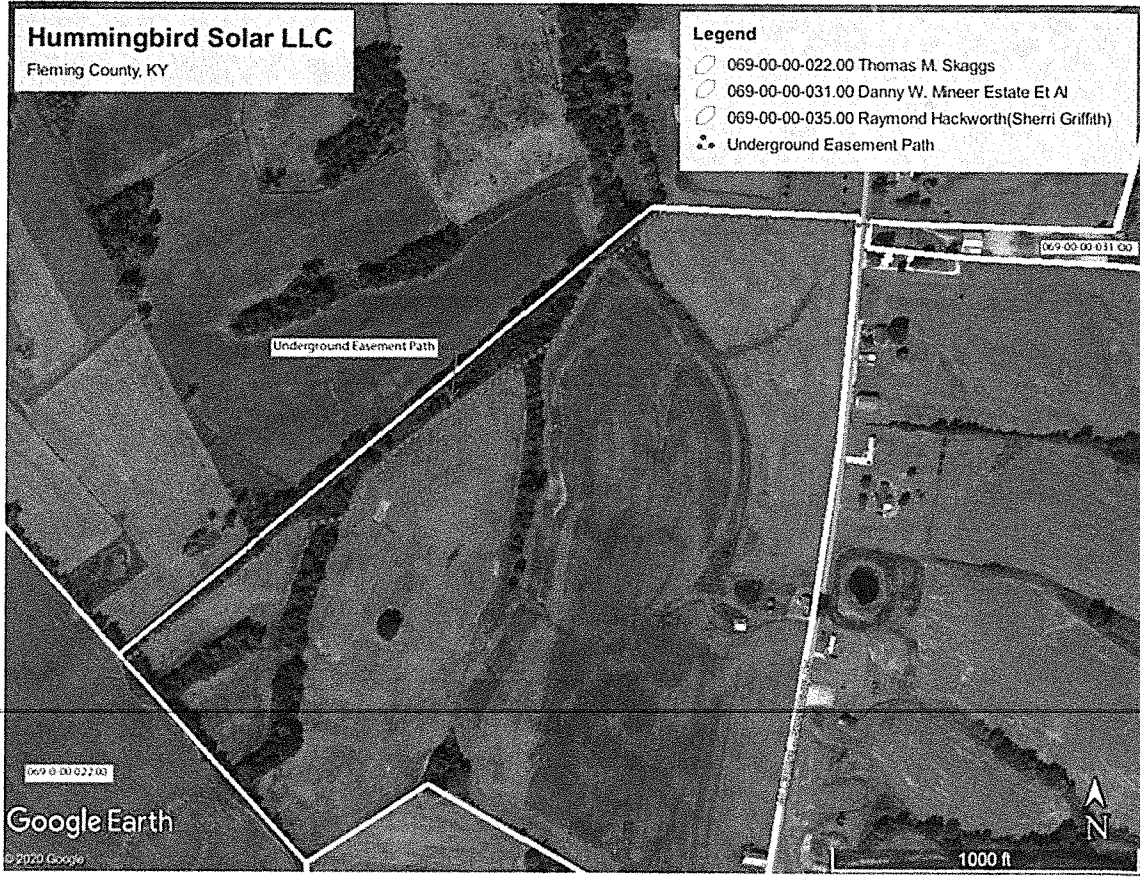


Exhibit C

Access Easement Area

Legal description and plat of Access Easement Area shall replace the depiction below when available



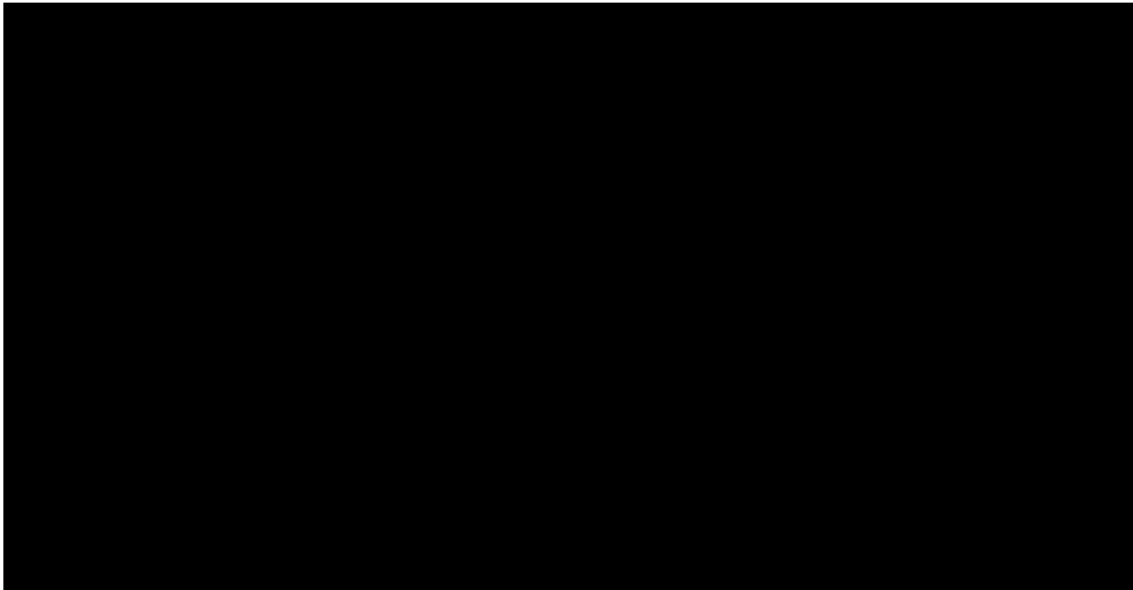
Exhibit D

Easement Fee

DO NOT RECORD THIS EXHIBIT.

This Exhibit D shall be made a part of that certain Access and Utility Easement (the "**Easement**") by and between Sherri Griffith ("**Grantor**") and Hummingbird Solar LLC ("**Grantee**") dated as of _____, 2020.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):



After Recording Mail to:
Hummingbird Solar LLC
c/o Geenex Solar
1000 NC Music Factory Blvd Suite C-3
Charlotte NC 28206
Attn: Paul Scannell

AMENDED AND RESTATED ACCESS AND UTILITY EASEMENT

THIS AMENDED AND RESTATED ACCESS AND UTILITY EASEMENT ("**Easement**") is made and entered into as of this 30 day of March, 2023 (the "**Effective Date**") by and between **KELLEY SMITH**, a married individual, and **LESLIE LITZLER**, a divorced and unmarried individual (collectively, "**Grantor**"), and **HUMMINGBIRD SOLAR LLC**, a Kentucky limited liability company, ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties.**"

WITNESSETH:

WHEREAS, Grantor and Grantee executed that certain Access and Utility Easement, dated January 29, 2020 (the "**Original Easement**") with respect to that certain parcel of land located in Fleming County, Kentucky being identified as Tax Parcel 059-00-00-005.00 and further described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, Grantor is the record owner of the Grantor Parcel pursuant to that certain Deed, recorded at Book 258, Page 734 in the Official Public Records, Fleming County, Kentucky, and the spouse of Kelley Smith is joining this Easement to subordinate his dower interests in the Grantor Parcel;

WHEREAS, the parties desire to amend and restate the Original Easement in its entirety as set forth in this Easement;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee hereby amend and restate the Original Easement as follows:

1. **Grant of Utility and Access Easement:**

(a) **Perpetual Easements.**

(1) Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts

from Grantor, a perpetual, exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of 60 feet more particularly shown on **Exhibit B** attached hereto and incorporated herein by reference (the "**Utility and Access Easement Area**") for:

(A) the installation, maintenance, repair, replacement and removal of underground and above-ground power and telecommunication lines and all infrastructure and facilities associated therewith including, but not limited to, collector station, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future, and other underground and above-ground fixtures, appliances and appurtenances connected therewith (collectively, "**Grantee's Facilities**"), which easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus through the Grantor Parcel and to keep clear the Utility and Access Easement Area of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures desired within the Utility and Access Easement Area; and

(B) access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment).

(2) Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway with the Utility and Access Easement Area and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such roads as Grantee may deem necessary or appropriate in the exercise of the easements granted in this Easement. Without limiting the generality of the foregoing, the rights granted in this Easement shall entitle Grantee to use and improve any existing and future roads and access routes located in the Utility and Access Easement Area, including, without limitation, the right to construct, reconstruct, upgrade, replace, repair, maintain bridges or other means of crossing any irrigation, drainage or other ditches in the Utility and Access Easement Area.

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across a 10-foot wide area on each side of the Utility and Access Easement Area more particularly shown on **Exhibit B** (the "**Temporary Construction Easement Area**") and together with the Utility and Access Easement Area, the "**Easement Area**") for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility and Access Easement Area from time to time. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove a roadway, utilities and related improvements within the Utility and Access Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Easement Area, including reseeding and stabilizing such areas.

(c) Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement

for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. Either party shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Easement Area, as applicable. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Easement, Grantee shall pay Grantor the amount(s) set forth in the Exhibit C attached hereto. The parties hereby agree that Grantee shall omit or remove Exhibit C from the original of the Easement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

5. Liens.

(a) Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance (each a "Grantor Lien") that has priority over this Easement. Grantor shall provide to Grantee a subordination, non-disturbance, and attornment agreement ("SNDA") from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee's rights under this Easement in form and substance acceptable to Grantee. If (1) Grantor is unable to obtain an SNDA as required in the immediately preceding sentence within 30 days after such is requested by Grantee, or (2) in the case of a mechanic's or materialmen's lien, such lien is not cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof or (3) a foreclosure proceeding is initiated with respect to and Grantor Lien, Grantee may, but shall not be required to, discharge the Grantor Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantee acts to discharge or secure the Grantor Lien, then Grantor shall reimburse Grantee for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantee involving such lien within thirty (30) days after written notice from Grantee. Grantor shall give Grantee written notice within thirty (30) days of receipt of notice of any such Grantor Lien. Grantor agrees to cooperate with Grantee to obtain any mortgage discharge statement that may be required for Grantee to confirm the total amount that is to be paid to the beneficiaries of any mortgages/deeds of trust, or any other holds of liens on the Grantor Parcel or any portion thereof, and

Grantor agrees to cooperate with Grantee to obtain and register the discharge of such Grantor Lien.

(b) If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through or under Grantee (each a "Grantee Lien"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within thirty (30) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination.

(a) Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the 50th anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Easement Area to a substation or electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means: any fire, earthquake, flood or other casualty, accident or weather event; strikes or labor disputes; changes in the supply chain affecting the ability to secure project components; war, terrorism, civil strife or other violence; any law, order, proclamation, tariff, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of this Easement, except upon recordation by such holder of a quitclaim deed specifically conveying this Easement back to Grantor. Nonuse of this Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

(b) On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by

Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal and restoration. Upon termination of this Easement and the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded in the Official Records.

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded in the Official Records. Notwithstanding anything in the preceding sentence to the contrary, Grantee may unilaterally amend **Exhibit B** to include a metes and bounds legal description of the Easement Area provided such amendment does not materially change the location or size of the Easement Area, and after any such amendment, Grantee may provide Grantor with a copy of such new **Exhibit B** and may rerecord this Easement in the Official Records.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Easement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) electronic mail at the email address set forth on Exhibit D attached hereto (so long as any email notice contains the following in the Subject line in all caps: "OFFICIAL NOTICE UNDER LITZLER AND SMITH EASEMENT – FLEMING COUNTY, KY"), (ii) first class mail, postage prepaid, registered or certified, return receipt requested, or (iii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below or Exhibit D and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein. The parties hereby agree that Grantee shall

omit or remove Exhibits C and D from the original of the Easement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

Grantor: Kelley Smith and Leslie Litzler
1506 Beechtree Pk
Flemingsburg, KY 41041

Grantee: Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Miscellaneous.

(a) This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof.

(b) The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties.

(c) If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect.

(d) In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(e) Grantee shall have the right to offset any amounts it is owed from Grantor against any amounts Grantee owes to Grantor under this Easement.

(f) Time is of the essence in this Easement.

(g) The persons executing this Easement on behalf of Grantor and Grantee warrant

and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

18. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral, gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities or negatively impact Grantee's use of the Easement Area. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Easement Area, nor shall the ground within the Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Subject to the restrictions in Section 2, Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

19. Indemnification.

(a) Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of

persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable.

(b) Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable.

(c) The provisions of this Section 19 shall survive the expiration or termination of this Easement.

20. Improvements. All Grantee's Facilities constructed or placed upon the Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All road facilities and other improvements that Grantee constructs, installs or places within the Easement Area shall be entirely at Grantee's expense.

21. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as ("Mortgagees") provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. A Mortgagee shall have the right to cure any default by Grantee hereunder, and Grantor will accept such cure of any default of Grantee. As a precondition to Grantor exercising any rights or remedies as a result of any alleged default by Grantee or any Mortgagee and if Grantor has been provided written confirmation of the name, address and contact information for such Mortgagee, Grantor shall give written notice of the default to such Mortgagee concurrently with delivery of such notice to Grantee, as applicable, specifying in detail the alleged event of default. Grantee shall have forty-five (45) days after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Mortgagee shall have an additional time period of forty-five (45) days to complete such cure in the event Grantee fails to remedy the default within the initial forty-five (45) day period. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Easement; and, until such

time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

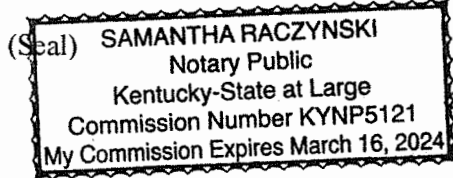
Kelley Smith
KELLEY SMITH

STATE OF Kentucky

COUNTY OF Jefferson

I, Samantha Raczynski, a Notary Public of the State aforesaid, certify that Kelley Smith, personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in her individual capacity.

WITNESS my hand and official stamp or seal, this the 25 day of Feb, 2023



[Signature]
Notary Public
My Commission Expires: 03/16/2024
Notary ID: KYNP5121

SPOUSAL JOINDER

The undersigned hereby consents and agrees to, and has joined in the execution of, the foregoing Amended and Restated Easement for the sole purpose of subordinating his dower rights in the Grantor Parcel, to the terms and provisions of such easement.

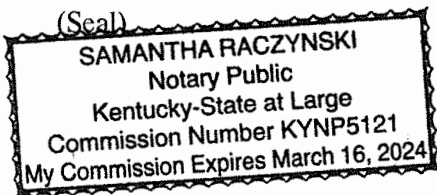
[Signature]
DOUG SMITH

STATE OF Kentucky

COUNTY OF Jefferson

I, Samantha Raczynski, a Notary Public of the State aforesaid, certify that Doug Smith, personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in his individual capacity.

WITNESS my hand and official stamp or seal, this the 25 day of Feb, 2023



[Signature]
Notary Public
My Commission Expires: 03/16/2024
Notary ID: KYNP5121

GRANTOR:

Leslie Litzler
LESLIE LITZLER

STATE OF Kentucky

COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Leslie Litzler, personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in her individual capacity.

WITNESS my hand and official stamp or seal, this the 3rd day of February, 2023

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11.25.23
Notary ID: 636110

[Faint, illegible handwritten text]

GRANTEE:

HUMMINGBIRD SOLAR LLC,
a Kentucky limited liability company

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

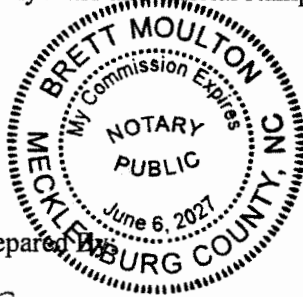
STATE OF North Carolina

COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Jergen Fehr, as manager of Hummingbird Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by [him/her] in such capacity.

WITNESS my hand and official stamp or seal, this the 30 day of March, 2023.

(Seal)



[Signature]
Notary Public
My Commission Expires: June 6, 2027
Notary ID: N/A

This Instrument Prepared by

[Signature]

Susannah Ragab
Recurrent Energy
98 San Jacinto Blvd.
Suite 750
Austin, TX 78701

Exhibit A

Grantor Parcel

A certain tract or parcel of land, lying and being in Fleming County, Kentucky bounded and described as follows, to-wit:

BEGINNING in the center of the Beechburg-Flemingsburg Road and corner to Claude Brewer, thence with his lines, S 12-3/4 degrees West 37 rods to a post; thence S 33 degrees West 21.7 rods to a post; thence S 30 degrees W 14.72 rods to a post at West end of Water Gap; thence crossing branch South 70 degrees E 1.16 rods to a honey locust; thence S 11-1/2 West 3.4 rods to a post; thence South 30 degrees W 4 rods to a post; thence S 15 degrees W 11 rods to a post; thence S 11 degrees W 27.6 rods to a post; thence South 83-1/2 degrees E 154.2 rods to a post; thence N 7 degrees E 104 rods to the center of the above road; thence out same with its meanders N 80-1/4 degrees W 48.48 rods; N 83-1/2 degrees W 51.57 rods; N 69-3/4 degrees W 30.76 rods to the beginning, containing 98.1 acres more or less.

THERE IS EXCEPTED AND NOT CONVEYED HEREBY a certain tract of land conveyed to James. E. Higgins and Ruth Ann Higgins, husband and wife, by deed from Eugene Dearing and Helen Dearing, husband and wife, dated the 30th day of September, 1969, and of record in D.B. 129, Page 71, Fleming County Clerk's Office, and which is more particularly described as follows:

A certain tract of real estate situated on the Flemingsburg-Beechburg Road in Fleming County, Kentucky, and described as follows:

BEGINNING in the center of the Flemingsburg-Beechburg roadway and corner to Raymond Hackworth's land; thence leaving the road with his line S 6 deg. 30' W 140 feet to a stake, corner to Eugene Dearing's land; thence with his line N 80 deg, 20' W 170 feet to a stake; thence N 6 deg. 30' E 140 feet to the center of road; thence out the same S 80 deg. 20' E 170 feet to the beginning, containing 0.54 acre.

THERE IS ALSO EXCEPTED AND NOT CONVEYED HEREBY a certain tract of land conveyed to James Higgins and Ruth Ann Higgins, husband and wife, by deed from Helen Dearing, widow, dated the 19th day of August, 1993 and of record in D.B. 177, Page 496, Fleming County Clerk's Office, and which is more particularly described as follows:

A certain tract of land lying and being in Fleming County, Kentucky bounded and described as follows, to-wit:

BEGINNING at a corner post in the property line of James Higgins and following the line of Higgins' property N 170.01 to a corner post; thence at an approximate 45" angle E 120.0' along the property line of Raymond Hackworth's land to a stake; thence at another approximate 90' angle S 143.0' along the property line of Helen Dearing to a stake; thence at an approximate 90" West 147.0 feet along the property line of Helen Dearing to the point of beginning and containing one-half acre, more or less.

THERE IS FURTHER EXCEPTED AND NOT CONVEYED a tract of land conveyed to Neil Dare, single, from Kenneth C. Dearing and Marilyn J. Dearing, husband and wife, by deed dated the 24th day of August, 2007, and of record in Deed Book 232, Page 114, Fleming County Clerk's Office and more particularly described as follows:

A certain parcel or tract of land lying or situated on the South side of Ky. Hwy. No. 3301, Beechtree Pike (formerly Beechburg-Flemingsburg Road), located approximately 1.7 miles east of Ky. Hwy. No. 57, the Flemingsburg-Mt. Carmel Road, in Fleming County, Kentucky and more specifically described as follows:

Beginning at a corner post in the South right-of-way line of Ky. Hwy. No. 3301, said point, being 30 feet from the center of the road and an existing common corner to Ruth Ann Higgins (Deed Book 129, Page 71) and Kenneth C. Daring, et ux, the parent tract (Deed Book 178, Page 650); Thence with the line of said Higgins and along an existing fence South 5 deg. 01 min. 43 sec. West, passing a ½ inch rebar and cap (set witness corner) at 5.02 feet and passing another ½ inch rebar and cap (set witness corner) at 108.36 feet (5.02 feet+ 103.34 feet), for a total distance of 113.13 feet to a corner post, said point a corner to aforesaid Higgins property and another Ruth Ann Higgins property (Deed Book 177, Page 496); thence with latter said Higgins' lines for the following two (2) calls:

(1) South 3 deg. 51 min. 28 sec. East, passing a ½ inch rebar and cap (set witness corner) at 143.00 feet, for a total distance of 147.00 feet to a corner post;

(2) Thence North 88 deg. 36 min. 28 sec. East, 141.93 feet to a ½ inch rebar and cap (set) in the line of Raymond M. Hackworth (Deed Book 123, Page 468 and Deed Book 181, Page 385, Tracts No. 2 and No. 3); Thence with the line of Hackworth South 5 deg. 43 min. 15 sec. West, passing the common corner of Hackworth and Brian Hunt (Deed Book 193, Page 83) at 1156.00 feet and passing a ½ inch rebar and cap (set witness corner) in the line of Hunt at 1473.74 feet (1156.00 feet+ 317.74 feet), for a total distance of 1487.74 feet to a corner post; Thence continuing with the line of said Hunt North 84 deg. 00 min. 23 sec. West, 803.73 feet to a ½ inch rebar and I.D. cap stamped R. A. Wright, L.S. 2808 (found), said point a common corner to Hunt and Jason L. Planck (Deed Book 221, Page 324); Thence with the line of said Planck North 83 deg. 27 min. 23 sec. West, 146.13 feet to a ½ inch rebar and cap (set) at the North base of a fifteen (15) inch Wild Cherry; Thence with new division lines of the parent tract for the following two (2) calls:

(1) North 1 deg. 45 min. 49 sec. East, passing a ½ inch rebar and cap (set witness corner) at 1048.09 feet, for a total distance of 1053.09 feet to a post in an existing fence line;

(2) Thence North 16 deg. 33 min. 44 sec. East 724.10 feet to a ½ inch rebar and cap (set) in aforesaid right-of-way line; thence with the right-of-way line (Commonwealth of Kentucky, R/W Deed Book 91 C, 472 and 474) for the following ten (10) calls:

(1) 24.78 feet along the arc of a curve to the right to a point 40 feet right of Ky. 3301 centerline station 90 + 75, with said curve having a radius of 5690.00 feet and a chord South 81 deg. 18 min. 12 sec. East, 24.78 feet;

(2) Thence North 8 deg. 49 min. 18 sec. East, 15.00 feet to a point 25 feet right of Ky. 3301 centerline station 90+75;

(3) Thence 94.32 feet along the arc of a curve to the right to a Point of Curve (P.C.), with said curve having a radius of 5705.00 feet and a chord South 80 deg. 42 min. 17 sec. East, 94.31 feet;

(4) Thence South 80 deg. 15 min: 00 sec. East, 30.70 feet to a point 25 feet right of Ky. 3301 centerline station 92+00;

(5) Thence South 9 deg. 45 min. 00 sec. West 5.00 feet to a point 30 feet right of Ky. 3301 centerline station 92+00;

(6) Thence South 80 deg. 15 min. 00 sec. East, 515.00 feet to a point 30 feet right of Ky. 3301 centerline station 97+ 15;

(7) Thence South 9 deg. 45 min. 00 sec. West, 10.00 feet to a point 40 feet right of Ky. 3301 centerline station 97+15;

(8) Thence South 80 deg. 15 min. 00 sec. East, 35.00 feet to a point 40 feet right of Ky. 3301 centerline station 97+50;

(9) Thence North 9 deg. 45 min. 00 sec. East, 10.00 feet to a point 30 feet right of Ky. 3301 centerline station 97+50;

(10) Thence South 80 deg. 15 min. 00 sec. East, 21.12 feet to the Point of Beginning; containing 38.15 acres, or which is subject to all easements, restrictions or covenants of record. This description was prepared in conjunction with a Class "B" survey, field completed in August, 2006 by William T. (Tommy) Carpenter, PLS 2380. A plat depicting that survey (Drawing No. 06-018) is on file in Plat Cabinet No. 3, Slide No. 224, Fleming County Clerk's Office. The ½ inch X 24 inch rebars set this survey bear a one (1) inch diameter orange plastic I.D. cap stamped W.T.C., PLS 2380 at property corner and W.T.C., 2380-WIT.COR. at witness corners. The bearings stated herein are referenced to the Magnetic Meridian noted on said plat. Being a part of the same real estate conveyed Kenneth C. Dearing and Marilyn J. Dearing, husband and wife, from Helen Dearing, widow, by deed dated the 1st day of March, 1994, of record in Deed Book 178, Page 650, Fleming County Clerk's Office.

SAVE AND EXCEPT that tract or parcel of land in Deed dated October 24, 2016, recorded October 27, 2016 in Book 261, Page 588, Official Public Records, Fleming County, Kentucky, and being more particularly described as follows:

Being a 4.012 acre parcel of property lying on the South side of KY HWY 3301 (Beechtree Pike) approximately 1.6 miles East of KY HWY 57 (Mount Carmel Road), in Fleming County, Kentucky and being more particularly described as follows:

Beginning at a ½" iron pin and cap found (WTC 2380) at the South right of way of KY HWY 3301 (Beechtree Pike) (Commonwealth of Kentucky DB 91 C PG 473) corner to Nell Dare DB 232 PG 114 and Kelley Smith & Leslie Litzler DB 258 PG 734; Thence leaving the right of way along the Dare line S16°33'44"W a distance of 416.921 to an iron pin and cap set; Thence continuing along the Dare line S16°33'44"W 114.41' to an iron pin & cap set new corner to Smith & Litzler; Thence leaving the Dare line along the new division line of Smith & Litzler N42°35'14"W a distance of 580.29' to an iron pin and cap set; Thence continuing along said new line N43°40'34"E a distance of 36.65' to an iron pin and cap set near the West end of a pond; Thence N09°15'01"E a distance of 132.13' to an iron pin and cap set in the South right of way of KY Hwy 3301; Thence along the South right of way of KY Hwy 3301 S83°33'08" E a distance of 224.68' to a point 25' right of centerline station 87+71.70; Thence continuing with the right of way along a curve turning to the right with an arc length of 178.30' a radius of 5705.00' and a chord bearing and distance of S83°19'57"E 178.29' to a point 25' right of centerline station 89+50; Thence S07°33'46" W a distance of 15.00' to a point 40' right of centerline station 89+50; Thence along a curve turning to the right with an arc length of 100.22' a radius of 5690.00' and a chord bearing and distance of S81°55'58"E 100.22' to the point of beginning containing 4.012 acres according to the survey by Travis A. McGlone PLS 3919 of Buffalo Trace Surveying, LLC 7/19/2016 (Field survey completed on 7/18/2016 with a Topcon 236W Total station having an unadjusted traverse closure of 1:35,494).

All iron pin and caps set were ½" x 18" rebar with a yellow plastic cap stamped "T.McGlone PLS 3919".

Bearings coordinated to the ½" iron pin and caps found (WTC 2380) West line of Neil Dare DB 232, Page 114.

Property subject to all legal right of ways, easements of record and unrecorded conveyances.

Property subject to the existing right of way for KY HWY 3301 (Beechtree Pike) for benefit of the Commonwealth of Kentucky DB 91 C PG 473.

Being a 4.012 acre portion of the property conveyed to Kelley Smith & Leslie Litzler by deed recorded in the Fleming County Clerk's office in Deed Book 258, Page 734.

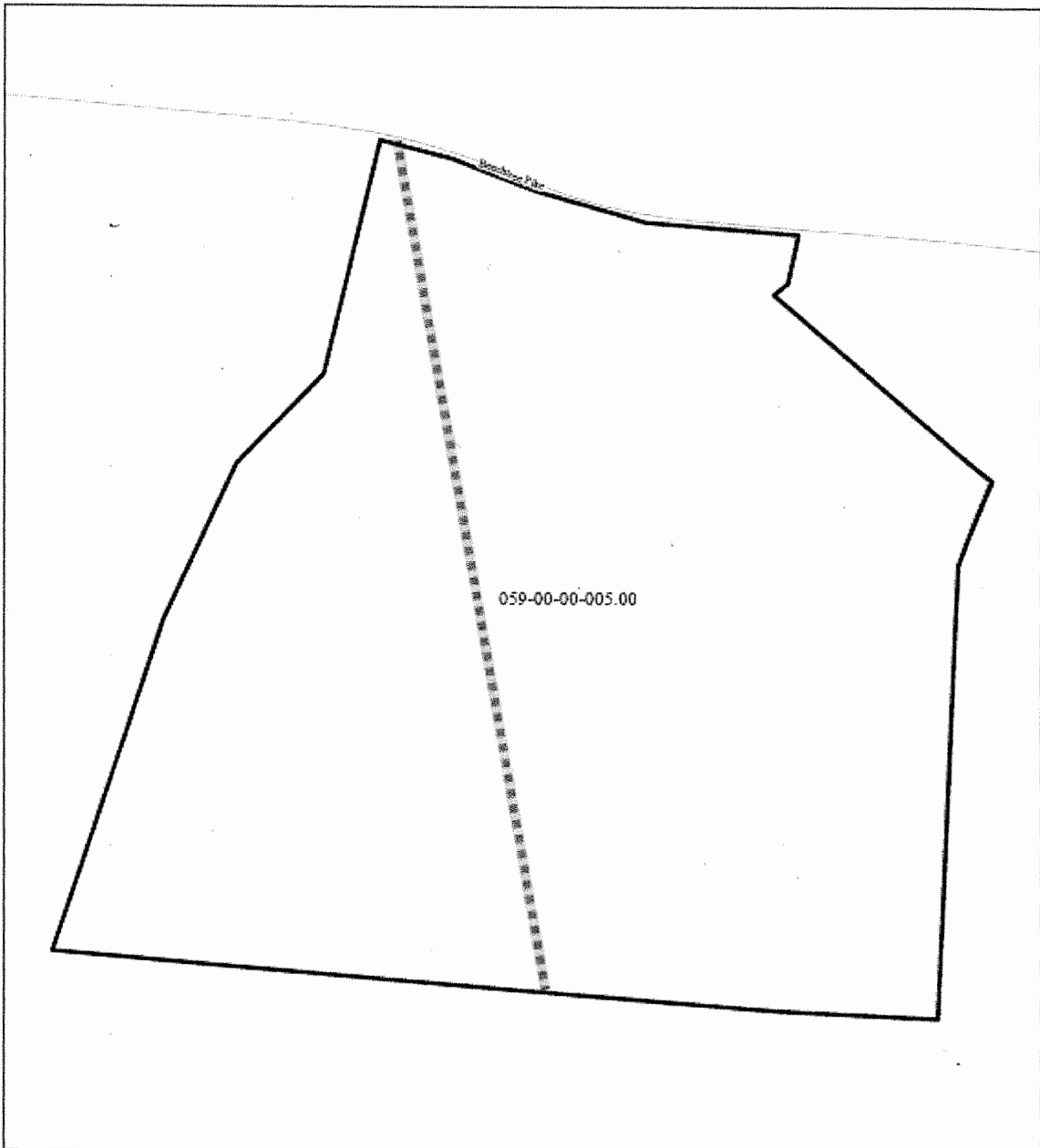
Tax ID No.: 059-00-00-005.00

Exhibit B

Access and Utility Easement Area and Temporary Construction Easement Area

Legal description and plat of Access and Utility Easement Area and Temporary Construction Easement Area shall replace the depiction below when available
(see Section 10 of the Easement regarding replacement of this exhibit)

[see attached]






| | | |
|---|--|--|
| <p>Legend</p> <ul style="list-style-type: none">  Grantor Parcel  Utility and Access Easement Area  Public Road <p>0 100 200 400 600 US Feet</p> | <p style="text-align: center;">PARCEL INFORMATION:</p> <p><u>PROJECT:</u> Hummingbird Solar</p> <p><u>OWNERSHIP:</u> Kelley Smith & Leslie Litzler</p> <p><u>PARCEL IDENTIFICATION NUMBER:</u> 059-00-00-005.00</p> | |
|---|--|--|

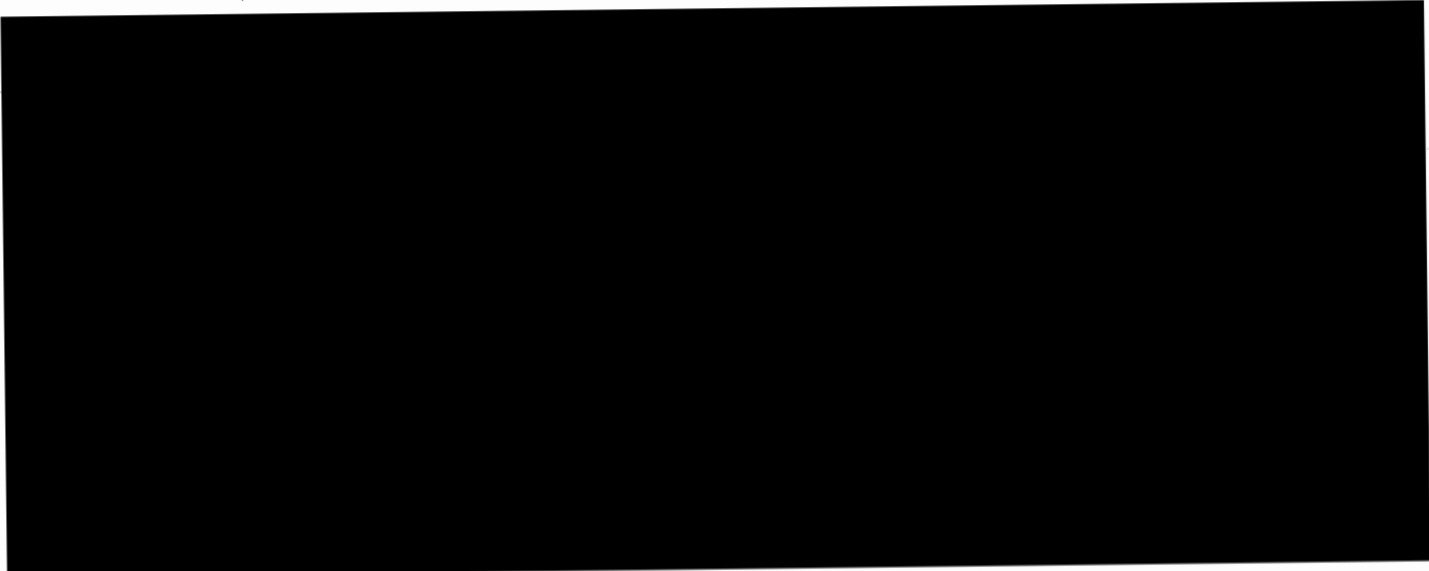
Exhibit C

Easement Fee

DO NOT RECORD THIS EXHIBIT

This **Exhibit C** shall be made a part of that certain Amended and Restated Access and Utility Easement (the "**Easement**") by and between Kelley Smith, a married individual, and Leslie Litzler, a divorced and unmarried individual ("**Grantor**"), and Hummingbird Solar LLC ("**Grantee**") dated as of _____, 202_.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):



All payments made by Grantee under this **Exhibit C** shall be made by check payable to Grantor at Grantor's address set forth in **Exhibit D** attached hereto and allocated as follows:

Name of Payee: Kelley Smith, 1/2 of Easement Fee

Name of Payee: Leslie Litzler, 1/2 of Easement Fee

Grantor expressly authorizes and approves the payment direction to the Grantor as set forth above and waives any claims against Grantee in the event that payments are made in conformance with the terms herein. Grantor shall indemnify Grantee against any and all claims, losses and causes of action arising out of Grantee's payments under this **Exhibit C**, including, without limitation, in connection with any dispute amongst payees and/or any Grantor parties.

Notwithstanding the foregoing, if Grantee has not yet received from Grantor any SNDA that is required by the terms of Section 5 prior to the date that is ten (10) business days prior to the date that the Easement Fee is due, the applicable due date for the Easement Fee shall be extended to the date that is ten (10) business days following the date that Grantee receives such required SNDA.

Exhibit D

Notice Information

DO NOT RECORD THIS EXHIBIT.

Grantor:

Kelley Smith and Leslie Litzler
1506 Beechtree PK
Flemingsburg, KY 41041
Phone Number: [REDACTED]
Email: [REDACTED]

Grantee:

Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam
Phone Number: (704) 574-1587
Email: walter.putnam@geenexsolar.com

After Recording Mail to:
Kilpatrick Townsend & Stockton LLP (JCL)
4208 Six Forks Road, Suite 1400
Raleigh, NC 27609

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT ("**Easement**") is made and entered into as of this 20 day of July, 2020 (the "**Effective Date**") by and between DUANE R. LOWE and APRIL LOWE, husband and wife ("**Grantor**") and HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties**."

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Fleming County, Kentucky being more particularly identified as Tax Parcel 058-00-00-041.01 and further described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Utility and Access Easement:**

(a) **Utility Easement.** Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, a perpetual, exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of thirty feet (30') more particularly shown on **Exhibit B** attached hereto and incorporated herein by reference (the "**Utility Easement Area**") for the installation, maintenance, repair, replacement and removal of underground and above-ground power and telecommunication lines all infrastructure and facilities associated therewith including, but not limited to, collector station, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future, and other underground and above-ground fixtures, appliances and appurtenances connected therewith (collectively, "**Grantee's Facilities**"). Without limiting the generality of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus through the Grantor Parcel and to keep clear the Utility Easement Area cleared of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures desired within the Utility Easement Area.

(b) **Temporary Construction Easement.** Grantor hereby grants unto Grantee (and

Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across the Grantor Parcel for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility Easement Area from time to time. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove a roadway, utilities and related improvements within the Utility Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Utility Easement Area, including reseeding and stabilizing such areas.

(c) Access Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of thirty feet (30') more particularly shown on Exhibit C attached hereto and incorporated herein by reference (the "Access Easement Area") and, together with the Utility Easement Area, (the "Easement Area") for access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment), to and from the Utility Easement Area. Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway within the Access Easement Area and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such roads as Grantee may deem necessary in the exercise of the Access Easement. Without limiting the generality of the foregoing, the rights granted herein shall entitle Grantee to use and improve any existing and future roads and access routes located on the Access Easement Area, including, without limitation, the right to construct, reconstruct, upgrade, replace, repair, maintain bridges or other means of crossing any irrigation, drainage or other ditches located in the Access Easement Area. Grantee's rights hereunder include the right of Grantee to allow its contractors, subcontractors, agents, employees, lessees, invitees, licensees, and any public utility providers to use the Access Easement Area in accordance with the terms of this Easement.

Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. The parties acknowledge that, during the initial construction of their respective facilities, Grantor and Grantee may simultaneously construct and improve their respective facilities on the Grantor Parcel, and, therefore, the parties agree that both parties must be able to use the access road located within the Access Easement Area at all times for access to their respective facilities, and neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Either

party shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the **Exhibit D** attached hereto. The parties hereby agree that Grantee shall omit or remove **Exhibit D** from the original of the Agreement that is submitted for recordation in the Official Records (defined below). Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

5. Liens. Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance that has priority over this Easement. Grantor shall provide to Grantee a subordination, non-disturbance, and attornment agreement ("**SNDA**") from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee's rights under this Agreement in form and substance acceptable to Grantee. If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through or under Grantee (each a "**Grantee Lien**"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within seven (7) days of receipt of notice of any such Grantee Lien.

6. Breach: No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those

claiming under them.

8. Termination. Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the forty fifth (45th) anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Utility Easement Area to a substation or electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means fire, earthquake, flood or other casualty or accident; strikes or labor disputes; war, civil strife or other violence, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility, or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of such Easement, except upon recordation by such holder of a quitclaim deed specifically conveying such Easement back to Grantor. Nonuse of any the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal and restoration. Upon termination of this Easement and the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Fleming County, Kentucky Register of Deeds (the "Official Records").

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded in the Official Records.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any

of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

Grantor:

Duane R. Lowe & April Lowe
274 West Water Street
Flemingsburg, KY 41041

Grantee:

Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand therefor, a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

18. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

19. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Utility Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Utility Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral, gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material,

whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Utility Easement Area, nor shall the ground within the Utility Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

20. Indemnification. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable. The provisions of this Section 20 shall survive the expiration or termination of this Easement.

21. Improvements. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All road facilities and other improvements that Grantee constructs, installs or places within the Access Easement Area shall be entirely at Grantee's expense.

22. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as ("Mortgagees")) provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this

Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. A Mortgagee shall have the right to cure any default by Grantee hereunder, and Grantor will accept such cure of any default of Grantee. As a precondition to Grantor exercising any rights or remedies as a result of any alleged default by Grantee or any Mortgagee and if Grantor has been provided written confirmation of the name, address and contact information for such Mortgagee, Grantor shall give written notice of the default to such Mortgagee concurrently with delivery of such notice to Grantee, as applicable, specifying in detail the alleged event of default. Grantee shall have forty-five (45) days after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Mortgagee shall have an additional time period of forty-five (45) days to complete such cure in the event Grantee fails to remedy the default within the initial forty-five (45) day period. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Agreement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

[Signature Page to Easement Follows]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

By: Duane Lowe
Duane R. Lowe

By: April Lowe
April Lowe

STATE OF KENTUCKY

COUNTY OF FLEMING

I, ARON M. CAUDILL, a Notary Public of the State aforesaid, certify that Duane R. Lowe and April Lowe, personally appeared before me this day and acknowledged the execution of the foregoing Easement.

WITNESS my hand and official stamp or seal, this the 2nd day of JULY, 2020.

A. M. Caudill
Signature of Notary Public

ARON M. CAUDILL
Printed Name of Notary Public

My Commission Expires: 11.25.2023

[AFFIX NOTARIAL STAMP OR SEAL]




[Signature Page to Easement]

GRANTEE:

Hummingbird Solar LLC, a Kentucky limited liability company

By:
Name:
Title:



JOERGEN FEHR

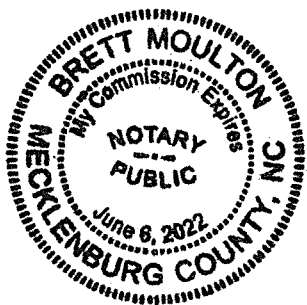
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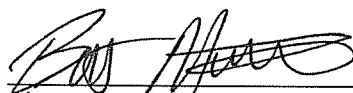
STATE OF North Carolina

COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Joergen Fehr, as Manager of Hummingbird Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 20 day of July, 2020





Signature of Notary Public

Brett Moulton

Printed Name of Notary Public

My Commission Expires: June 6, 2022

[AFFIX NOTARIAL STAMP OR SEAL]

This Instrument Prepared By:

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

Exhibit A

Grantor Parcel

That certain real property located in Fleming County, Kentucky, identified as Tax Parcel No. 058-00-00-041.01 containing approximately 30.00 acres as further described below:

[Legal Description to be added at later date]



Exhibit B

Utility Easement Area

Legal description and plat of Utility Easement Area shall replace the depiction below when available



Exhibit C

Access Easement Area

Legal description and plat of Access Easement Area shall replace the depiction below when available



Exhibit D

Easement Fee

DO NOT RECORD THIS EXHIBIT.

This Exhibit D shall be made a part of that certain Access and Utility Easement (the "**Easement**") by and between Duane Lowe ("**Grantor**") and Hummingbird Solar LLC ("**Grantee**") dated as of _____, 2020.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):



Notwithstanding the foregoing, if Grantee has not yet received from Grantor any SNDA that is required by the terms of Section 5 prior to the date that is ten (10) business days prior to the date that the Easement Fee is due, the applicable due date for the Easement Fee shall be extended to the date that is ten (10) business days following the date that Grantee receives such required SNDA.

After Recording Mail to:
Hummingbird Solar LLC
c/o Geenex Solar
1000 NC Music Factory Blvd Suite C-3
Charlotte NC 28206
Attn: Paul Scannell

AMENDED AND RESTATED ACCESS AND UTILITY EASEMENT

THIS AMENDED AND RESTATED ACCESS AND UTILITY EASEMENT ("**Easement**") is made and entered into as of this 6 day of January, 2023 (the "**Effective Date**") by and between **RANDALL MEADOWS and WILLA L. MEADOWS**, husband and wife ("**Grantor**"), and **HUMMINGBIRD SOLAR LLC**, a Kentucky limited liability company, ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties**."

WITNESSETH:

WHEREAS, Grantor and Grantee executed that certain Access and Utility Easement dated July 7, 2020 (the "**Original Easement**") with respect to that certain parcel of land located in Fleming County, Kentucky being identified as Tax Parcel 080-00-00-005.01 and further described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, the Original Easement was never recorded in the Official Records; and

WHEREAS, the parties desire to amend and restate the Original Easement in its entirety as set forth in this Easement;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee hereby amend and restate the Original Easement as follows:

1. **Grant of Utility and Access Easement:**

(a) **Perpetual Easements.**

(1) Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, a perpetual, exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of 60 feet more particularly shown on **Exhibit B** attached hereto and

incorporated herein by reference (the "Utility and Access Easement Area") for:

(A) the installation, maintenance, repair, replacement and removal of underground and above-ground power and telecommunication lines and all infrastructure and facilities associated therewith including, but not limited to, collector station, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future, and other underground and above-ground fixtures, appliances and appurtenances connected therewith (collectively, "Grantee's Facilities"), which easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus through the Grantor Parcel and to keep clear the Utility and Access Easement Area of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures desired within the Utility and Access Easement Area; and

(B) access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment).

(2) Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway with the Utility and Access Easement Area and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such roads as Grantee may deem necessary or appropriate in the exercise of the easements granted in this Easement. Without limiting the generality of the foregoing, the rights granted in this Easement shall entitle Grantee to use and improve any existing and future roads and access routes located in the Utility and Access Easement Area, including, without limitation, the right to construct, reconstruct, upgrade, replace, repair, maintain bridges or other means of crossing any irrigation, drainage or other ditches in the Utility and Access Easement Area.

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across a 10-foot wide area on each side of the Utility and Access Easement Area more particularly shown on Exhibit B (the "Temporary Construction Easement Area" and together with the Utility and Access Easement Area, the "Easement Area") for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility and Access Easement Area from time to time. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove a roadway, utilities and related improvements within the Utility and Access Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Easement Area, including reseeding and stabilizing such areas.

(c) Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair

of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area. Grantee acknowledges that Grantor has installed a fence along the perimeter of the Grantor Parcel and the parcel north of the Grantor Parcel (which is also owned by Grantor), Tax Parcel 080-00-00-004.00. Grantee shall install two (2) gates in the locations shown on Exhibit B connecting to the existing fence so as to allow Grantee to access the Easement Area.

3. Construction Standards: Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. Either party shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Easement Area, as applicable. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Easement, Grantee shall pay Grantor the amount(s) set forth in the Exhibit C attached hereto. The parties hereby agree that Grantee shall omit or remove Exhibit C from the original of the Easement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

5. Liens.

(a) Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance (each a "Grantor Lien") that has priority over this Easement. Grantor shall provide to Grantee a subordination, non-disturbance, and attornment agreement ("SNDA") from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee's rights under this Easement in form and substance acceptable to Grantee. If (1) Grantor is unable to obtain an SNDA as required in the immediately preceding sentence within 30 days after such is requested by Grantee, or (2) in the case of a mechanic's or materialmen's lien, such lien is not cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof or (3) a foreclosure proceeding is initiated with respect to and Grantor Lien, Grantee may, but shall not be required to, discharge the Grantor Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantee acts to discharge or secure

the Grantor Lien, then Grantor shall reimburse Grantee for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantee involving such lien within thirty (30) days after written notice from Grantee. Grantor shall give Grantee written notice within thirty (30) days of receipt of notice of any such Grantor Lien. Grantor agrees to cooperate with Grantee to obtain any mortgage discharge statement that may be required for Grantee to confirm the total amount that is to be paid to the beneficiaries of any mortgages/deeds of trust, or any other holds of liens on the Grantor Parcel or any portion thereof, and Grantor agrees to cooperate with Grantee to obtain and register the discharge of such Grantor Lien.

(b) If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through or under Grantee (each a "**Grantee Lien**"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within thirty (30) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination.

(a) Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the 50th anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Easement Area to a substation or electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means: any fire, earthquake, flood or other casualty, accident or weather event; strikes or labor disputes; changes in the supply chain affecting the ability to secure project components; war, terrorism, civil strife or other violence; any law, order, proclamation, tariff, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of this Easement, except upon recordation by such holder of a quitclaim deed specifically conveying this Easement back to Grantor. Nonuse of this Easement shall not prevent the future use of the entire scope thereof in the event

the same is needed.

(b) On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal and restoration. Upon termination of this Easement and the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded in the Official Records.

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded in the Official Records. Notwithstanding anything in the preceding sentence to the contrary, Grantee may unilaterally amend Exhibit B to include a metes and bounds legal description of the Easement Area provided such amendment does not materially change the location or size of the Easement Area, and after any such amendment, Grantee may provide Grantor with a copy of such new Exhibit B and may rerecord this Easement in the Official Records.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Easement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if

mailed to the party to whom notice is to be given by (i) electronic mail at the email address set forth on Exhibit D attached hereto (so long as any email notice contains the following in the Subject line in all caps: "OFFICIAL NOTICE UNDER MEADOWS EASEMENT – FLEMING COUNTY, KY"), (ii) first class mail, postage prepaid, registered or certified, return receipt requested, or (iii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below or Exhibit D and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein. The parties hereby agree that Grantee shall omit or remove Exhibits C and D from the original of the Easement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

Grantor: Randall and Willa L. Meadows
785 Foxport Road
Flemingsburg, KY 41093

Grantee: Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Miscellaneous.

(a) This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof.

(b) The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties.

(c) If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect.

(d) In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall

mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(e) Grantee shall have the right to offset any amounts it is owed from Grantor against any amounts Grantee owes to Grantor under this Easement.

(f) Time is of the essence in this Easement.

(g) The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

18. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral, gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities or negatively impact Grantee's use of the Easement Area. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Easement Area, nor shall the ground within the Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Subject to the restrictions in Section 2, Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

19. Indemnification.

(a) Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable.

(b) Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable.

(c) The provisions of this Section 19 shall survive the expiration or termination of this Easement.

20. Improvements. All Grantee's Facilities constructed or placed upon the Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All road facilities and other improvements that Grantee constructs, installs or places within the Easement Area shall be entirely at Grantee's expense.

21. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as ("Mortgagees") provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. A Mortgagee shall have the right to cure any default by Grantee hereunder, and Grantor will accept such cure of any default of Grantee. As a precondition to Grantor exercising any rights or remedies as a result of any alleged default by Grantee or any Mortgagee and if Grantor has been provided written confirmation of the name, address and contact information for such Mortgagee, Grantor shall give written notice of the default to such

Mortgagee concurrently with delivery of such notice to Grantee, as applicable, specifying in detail the alleged event of default. Grantee shall have forty-five (45) days after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Mortgagee shall have an additional time period of forty-five (45) days to complete such cure in the event Grantee fails to remedy the default within the initial forty-five (45) day period. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Easement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Randall Meadows
RANDALL MEADOWS

STATE OF Kentucky

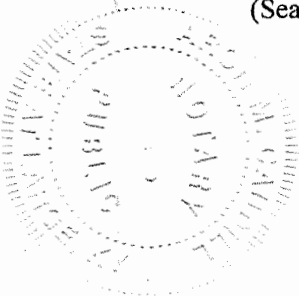
COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Randall Meadows, personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in his individual capacity.

WITNESS my hand and official stamp or seal, this the 13th day of December, 2022

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11.25.2023
Notary ID: 636110



Willa L. Meadows
WILLA L. MEADOWS

STATE OF Kentucky

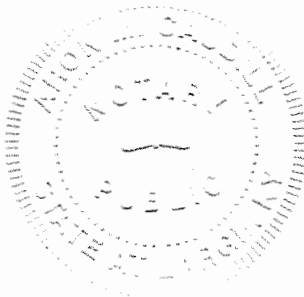
COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Willa L. Meadows, personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in her individual capacity.

WITNESS my hand and official stamp or seal, this the 13th day of December, 2022

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11.25.2023
Notary ID: 636110



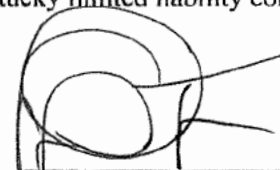
GRANTEE:

Hummingbird Solar LLC,
a Kentucky limited liability company

By:

Name:

Title:



JVERGEN FEHR

MANAGER

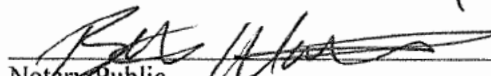
STATE OF North Carolina

COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Jvergen Fehr as manager of Hummingbird Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by [him/her] in such capacity.

WITNESS my hand and official stamp or seal, this the 6 day of January, 2023

(Seal)



Notary Public
My Commission Expires: June 6 2027
Notary ID: -

This Instrument Prepared By:



GRANTEE:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State aforesaid, certify that _____, as _____ of Hummingbird Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by [him/her] in such capacity.

WITNESS my hand and official stamp or seal, this the ____ day of _____, 202_.

(Seal)

Notary Public
My Commission Expires: _____
Notary ID: _____

This Instrument Prepared By:



Susannah Ragab
Recurrent Energy
98 San Jacinto Blvd.,
Suite 750
Austin, TX 78701

Exhibit A

Grantor Parcel

That certain real property located in Fleming County, Kentucky, identified as Tax Parcel No. 080-00-00-005.01 containing approximately 30.811 acres as further described below:

A certain tract of land lying and being in Fleming County, Kentucky near Mt. Carmel on the North side of KY 324 and being more particularly described as follows:

Beginning at an iron pin (set this survey) corner to Julius R. May (D.B. 160, Pg. 16, and D.B. 151, Pg. 557 and bring in the North right of way line of KY 324 (30' from center); thence with the said KY 324 right of way line the following five calls 173.44 feet along an arc to the left, having a radius of 1231.33 feet, the chord of which is North 40 degrees 55 minutes 11 seconds West, 178.30 feet to an iron pin (set this survey); thence North 42 degrees 30 minutes 05 seconds East, 19.97 feet to an iron pin (set this survey); thence North 47 degrees 15 minutes 43 seconds West, 100.05 feet to an iron pin (set this survey); thence South 42 degrees 33 minutes 49 seconds West, 20.01 feet to an iron pin (set this survey); thence North 50 degrees 06 minutes 50 seconds West, 405.67 feet to an iron pin (set prior survey) corner to Freddy Applegate (D.B. 218, Pg. 224); thence with Applegate North 38 degrees 42 minutes 23 seconds East, 187.60 feet to an iron pin (set this survey) corner to Grantor's remaining property; thence with Grantor's remainder and a new dividing line the following four calls South 55 degrees 52 minutes 48 seconds East, 100.48 feet to an iron pin (set this survey); thence North 33 degrees 43 minutes 31 seconds East, 313.59 feet to an iron pin (set this survey); thence North 19 degrees 40 minutes 52 seconds East, 346.94 feet to an iron pin (set this survey); thence North 7 degrees 51 minutes 49 seconds East, 906.86 feet to an iron pin (set this survey) in Eulene M. Meadows (D.B. 206, Pg. 527) fence line; thence with Meadows the following two calls North 85 degrees 44 minutes 12 seconds East, 537.53 feet to an iron pin (set this survey) by corner post, corner to George Skaggs, Jr. (D.B. 132, Pg. 40); thence with Skaggs the following four calls South 6 degrees 24 minutes 19 seconds West, 627.31 feet to an witness iron pin (set this survey) by old gate post; thence South 6 degrees 24 minutes 19 seconds West, 10.00 feet to a point in the center of pass way as called for in D.B. 132, Pg. 40; thence with the center of said pass way North 84 degrees 41 minutes 39 seconds West, 533.66 feet to an iron pin (set this survey) by post; thence South 7 degrees 56 minutes 41 seconds West, 1073.50 feet to an iron pin (set this survey) corner to said Julius May; thence with May the following three calls: South 87 degrees 07 minutes 19 seconds West, 189.96 feet to an iron pin (set this survey); thence South 5 degrees 48 minutes 25 seconds West, 245.31 feet to an iron pin (set this survey); thence South 44 degrees 58 minutes 05 seconds West, 301.47 feet to the point of beginning.

The above described parcel contains 30.811 acres as surveyed by Ropy A. Wright L.S. #2808, May 15, 2006. All iron pins set this survey and prior survey are 1/2" re-bar with an orange plastic cap stamped "PROPERTY CORNER, R.A. WRIGHT, L.S. #2808". All witness iron pins set this survey are 1/2" re-bar with a yellow plastic cap stamped "WITNESS CORNER, R.A. WRIGHT, L.S. #2808". All Bearings stated herein are referred to magnetic meridian as oriented to September 28, 2002 survey of Freddy Applegate property by the surveyor.

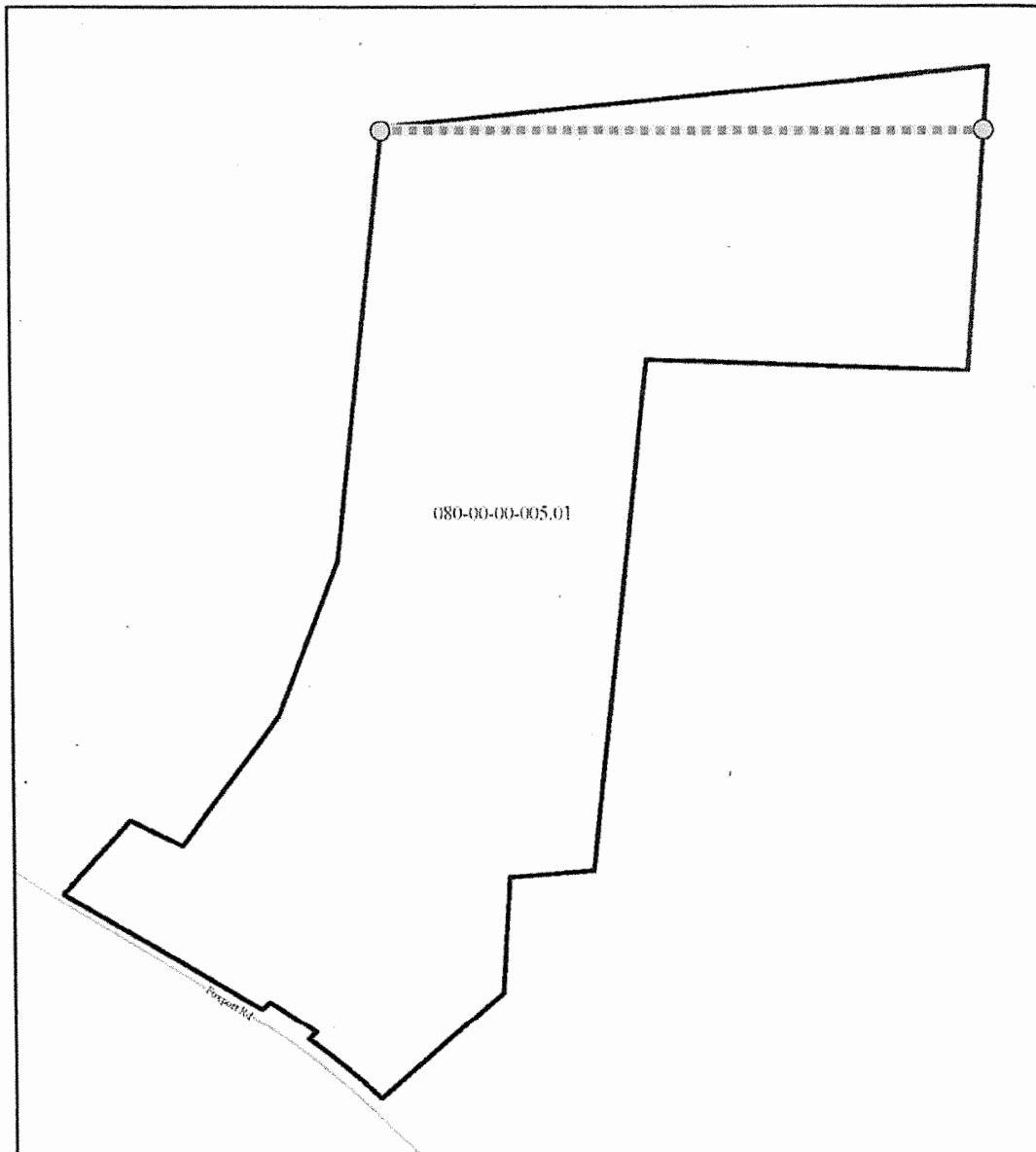
Being that certain land conveyed to Grantor pursuant that certain Deed dated March 13, 2020, recorded March 17, 2020, in Book 274, Page 378, Official Public Records, Fleming County, Kentucky.

Exhibit B

Access and Utility Easement Area and Temporary Construction Easement Area

Legal description and plat of Access and Utility Easement Area and Temporary Construction Easement Area shall replace the depiction below when available
(see Section 10 of the Easement regarding replacement of this exhibit)

[see attached]



Legend

- Grantor Parcel
- Utility and Access Easement Area
- Public Road
- Gate

0 100 200 400 US Feet



PARCEL INFORMATION:
PROJECT:
 Hummingbird Solar
OWNERSHIP:
 Randall & Willa Meadows
PARCEL IDENTIFICATION NUMBER:
 080-00-00-005.01

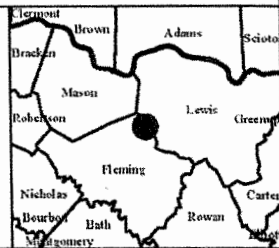


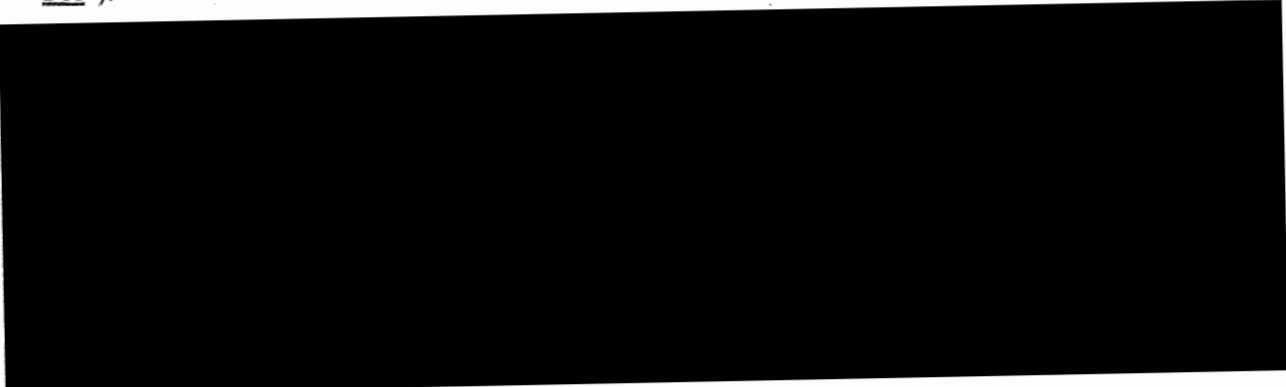
Exhibit C

Easement Fee

DO NOT RECORD THIS EXHIBIT

This **Exhibit C** shall be made a part of that certain Amended and Restated Access and Utility Easement (the "**Easement**") by and between Randall Meadows and Willa L. Meadows, husband and wife ("**Grantor**"), and Hummingbird Solar LLC ("**Grantee**") dated as of _____, 202_.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):



Notwithstanding the foregoing, if Grantee has not yet received from Grantor any SNDA that is required by the terms of Section 5 prior to the date that is ten (10) business days prior to the date that the Easement Fee is due, the applicable due date for the Easement Fee shall be extended to the date that is ten (10) business days following the date that Grantee receives such required SNDA.

Exhibit D

Notice Information

DO NOT RECORD THIS EXHIBIT.

Grantor: Randall and Willa L. Meadows
785 Foxport Road
Flemingsburg, KY 41093
Phone Number: [REDACTED]
Email: None

Grantee: Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam
Phone Number: (704) 574-1587
Email: walter.putnam@geenexsolar.com

0138884.0744771 4863-5923-0012v1

After Recording Mail to:
Kilpatrick Townsend & Stockton LLP (JCL)
4208 Six Forks Road, Suite 1400
Raleigh, NC 27609

ACCESS AND UTILITY EASEMENT

MARCUS J. MILLER
mjm. ac

THIS ACCESS AND UTILITY EASEMENT ("Easement") is made and entered into as of this 15 day of September, 2022 (the "Effective Date") by and between DANIEL SCHWARTZ, MARK MILLER and MARY MILLER, husband and wife ("Grantor") and HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, ("Grantee"). Grantor and Grantee are sometimes individually referred to herein as a "party" and collectively referred to herein as the "parties."

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Fleming County, Kentucky being more particularly identified as Tax Parcel 057-00-00-037.00 and further described on Exhibit A attached hereto and incorporated herein by reference (the "Grantor Parcel");

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Utility and Access Easement:

(a) Utility Easement. Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, a perpetual, exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of one hundred feet (100') more particularly shown on Exhibit B attached hereto and incorporated herein by reference (the "Utility Easement Area") for the installation, maintenance, repair, replacement and removal of underground and above-ground power and telecommunication lines all infrastructure and facilities associated therewith including, but not limited to, collector station, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future, and other underground and above-ground fixtures, appliances and appurtenances connected therewith (collectively, "Grantee's Facilities"). Without limiting the generality of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus through the Grantor Parcel and to keep clear the Utility Easement Area cleared of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures desired within the Utility Easement Area.

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across the Grantor Parcel for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility Easement Area from time to time. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove a roadway, utilities and related improvements within the Utility Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Utility Easement Area, including reseeding and stabilizing such areas.

(c) Access Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of one hundred feet (100') more particularly shown on Exhibit C attached hereto and incorporated herein by reference (the "Access Easement Area") and, together with the Utility Easement Area, (the "Easement Area") for access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment), to and from the Utility Easement Area. Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway within the Access Easement Area and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such roads as Grantee may deem necessary in the exercise of the Access Easement. Without limiting the generality of the foregoing, the rights granted herein shall entitle Grantee to use and improve any existing and future roads and access routes located on the Access Easement Area, including, without limitation, the right to construct, reconstruct, upgrade, replace, repair, maintain bridges or other means of crossing any irrigation, drainage or other ditches located in the Access Easement Area. Grantee's rights hereunder include the right of Grantee to allow its contractors, subcontractors, agents, employees, lessees, invitees, licensees, and any public utility providers to use the Access Easement Area in accordance with the terms of this Easement.

Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. The parties acknowledge that, during the initial construction of their respective facilities, Grantor and Grantee may simultaneously construct and improve their respective facilities on the Grantor Parcel, and, therefore, the parties agree that both parties must be able to use the access road located within the Access Easement Area at all times for access to their respective

facilities, and neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Either party shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the Exhibit D attached hereto. The parties hereby agree that Grantee shall omit or remove Exhibit D from the original of the Agreement that is submitted for recordation in the Official Records (defined below). Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

5. Liens. Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance that has priority over this Easement. Grantor shall provide to Grantee a subordination, non-disturbance, and attornment agreement ("SNDA") from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee's rights under this Agreement in form and substance acceptable to Grantee. If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through or under Grantee (each a "Grantee Lien"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within seven (7) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create

any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination. Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the forty fifth (45th) anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Utility Easement Area to a substation or electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means fire, earthquake, flood or other casualty or accident; strikes or labor disputes; war, civil strife or other violence, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility, or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of such Easement, except upon recordation by such holder of a quitclaim deed specifically conveying such Easement back to Grantor. Nonuse of any the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal and restoration. Upon termination of this Easement and the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Fleming County, Kentucky Register of Deeds (the "Official Records").

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded in the Official Records.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the

parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

| | | |
|----------|---|-----------|
| Grantor: | Daniel Schwartz, Mark & Mary Miller Marcus J. | |
| Grantee: | Hummingbird Solar LLC 7804-C Fairview Rd. #257 Charlotte, NC 28226 Attn: Walter Putnam | AC M J M. |

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand therefor, a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

18. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

19. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Utility Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Utility Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral, gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material,

whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Utility Easement Area, nor shall the ground within the Utility Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

20. Indemnification. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable. The provisions of this Section 20 shall survive the expiration or termination of this Easement.

21. Improvements. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All road facilities and other improvements that Grantee constructs, installs or places within the Access Easement Area shall be entirely at Grantee's expense.

22. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as ("Mortgagees") provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this

Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. A Mortgagee shall have the right to cure any default by Grantee hereunder, and Grantor will accept such cure of any default of Grantee. As a precondition to Grantor exercising any rights or remedies as a result of any alleged default by Grantee or any Mortgagee and if Grantor has been provided written confirmation of the name, address and contact information for such Mortgagee, Grantor shall give written notice of the default to such Mortgagee concurrently with delivery of such notice to Grantee, as applicable, specifying in detail the alleged event of default. Grantee shall have forty-five (45) days after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Mortgagee shall have an additional time period of forty-five (45) days to complete such cure in the event Grantee fails to remedy the default within the initial forty-five (45) day period. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Agreement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

[Signature Page to Easement Follows]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

By: *Daniel Schwartz*
Daniel Schwartz

STATE OF Kentucky

COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Daniel Schwartz personally appeared before me this day and acknowledged the execution of the foregoing Easement.

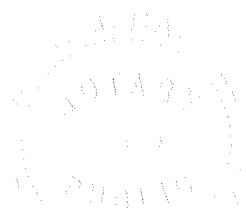
WITNESS my hand and official stamp or seal, this the 1st day of August, 2022.

Aron M. Caudill
Signature of Notary Public

Aron M. Caudill
Printed Name of Notary Public

My Commission Expires: 11-25-2023

[AFFIX NOTARIAL STAMP OR SEAL]



[Signature Page to Easement]

GRANTOR:

By: Marcus J. Miller
Mark Miller
MARLUS J.
M J M

STATE OF Kentucky

COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Mark Miller personally appeared before me this day and acknowledged the execution of the foregoing Easement.

WITNESS my hand and official stamp or seal, this the 1st day of August, 2022.

Aron M. Caudill
Signature of Notary Public

Aron M. Caudill
Printed Name of Notary Public

My Commission Expires: 11.25.2023

[AFFIX NOTARIAL STAMP OR SEAL]



[Signature Page to Easement]

GRANTOR:

By: Mary Miller
Mary Miller

STATE OF Kentucky

COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Mary Miller personally appeared before me this day and acknowledged the execution of the foregoing Easement.

WITNESS my hand and official stamp or seal, this the 1st day of August, 2022.

A. M. Caudill

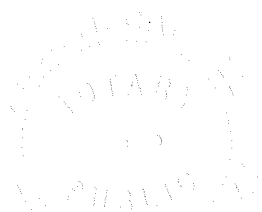
Signature of Notary Public

Aron M. Caudill

Printed Name of Notary Public

My Commission Expires: 11-25-2023

[AFFIX NOTARIAL STAMP OR SEAL]



[Signature Page to Easement]

GRANTEE:

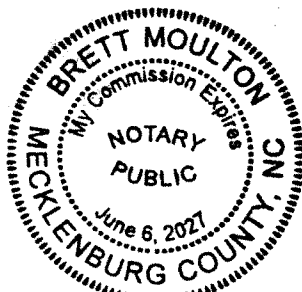
Hummingbird Solar LLC,
a Kentucky limited liability company

By: [Signature]
Name: Juergen Fehr
Title: MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Juergen Fehr, as manager of Hummingbird Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 15 day of September, 2022.



[AFFIX NOTARIAL STAMP OR SEAL]

[Signature]
Signature of Notary Public

Brett Moulton
Printed Name of Notary Public

My Commission Expires: June 6, 2027

This Instrument Prepared By:

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

[Signature Page to Easement]

Exhibit A

Grantor Parcel

That certain real property located in Fleming County, Kentucky, identified as Tax Parcel No. 057-00-00-037.00 as further described below:

[Legal Description to be added at later date]

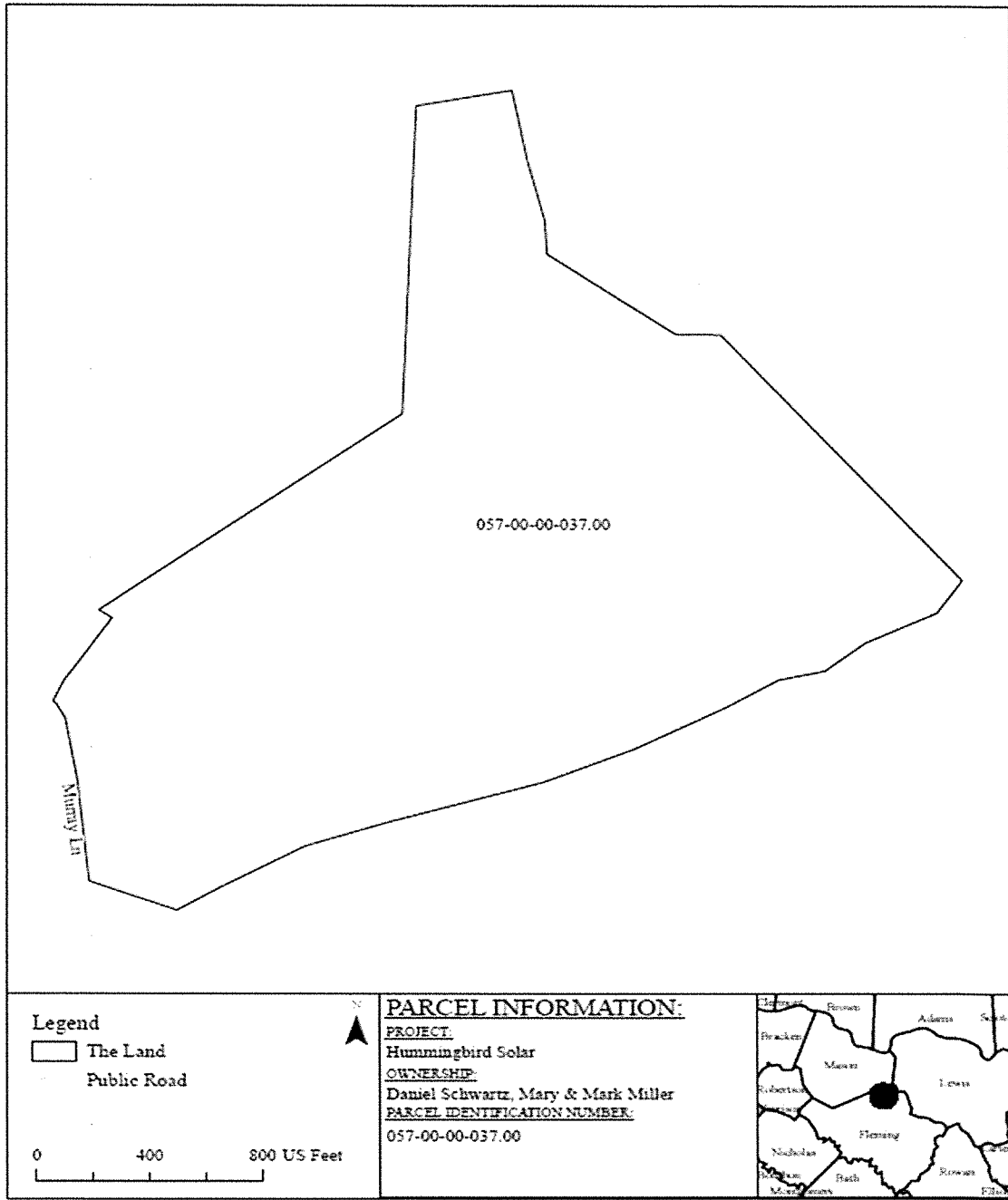


Exhibit B

Utility Easement Area

Legal description and plat of Utility Easement Area shall replace the depiction below when available

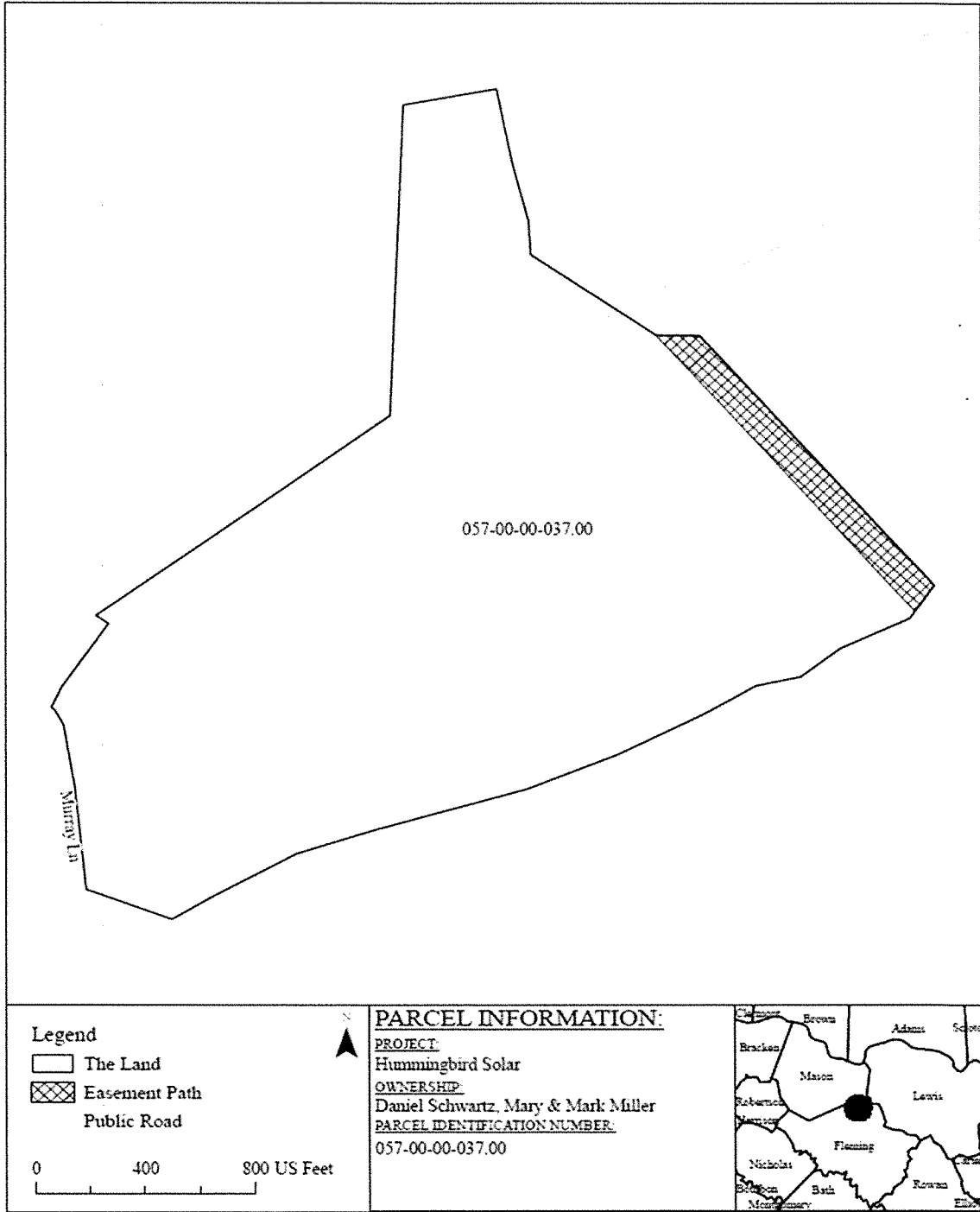


Exhibit C

Access Easement Area

Legal description and plat of Access Easement Area shall replace the depiction below when available

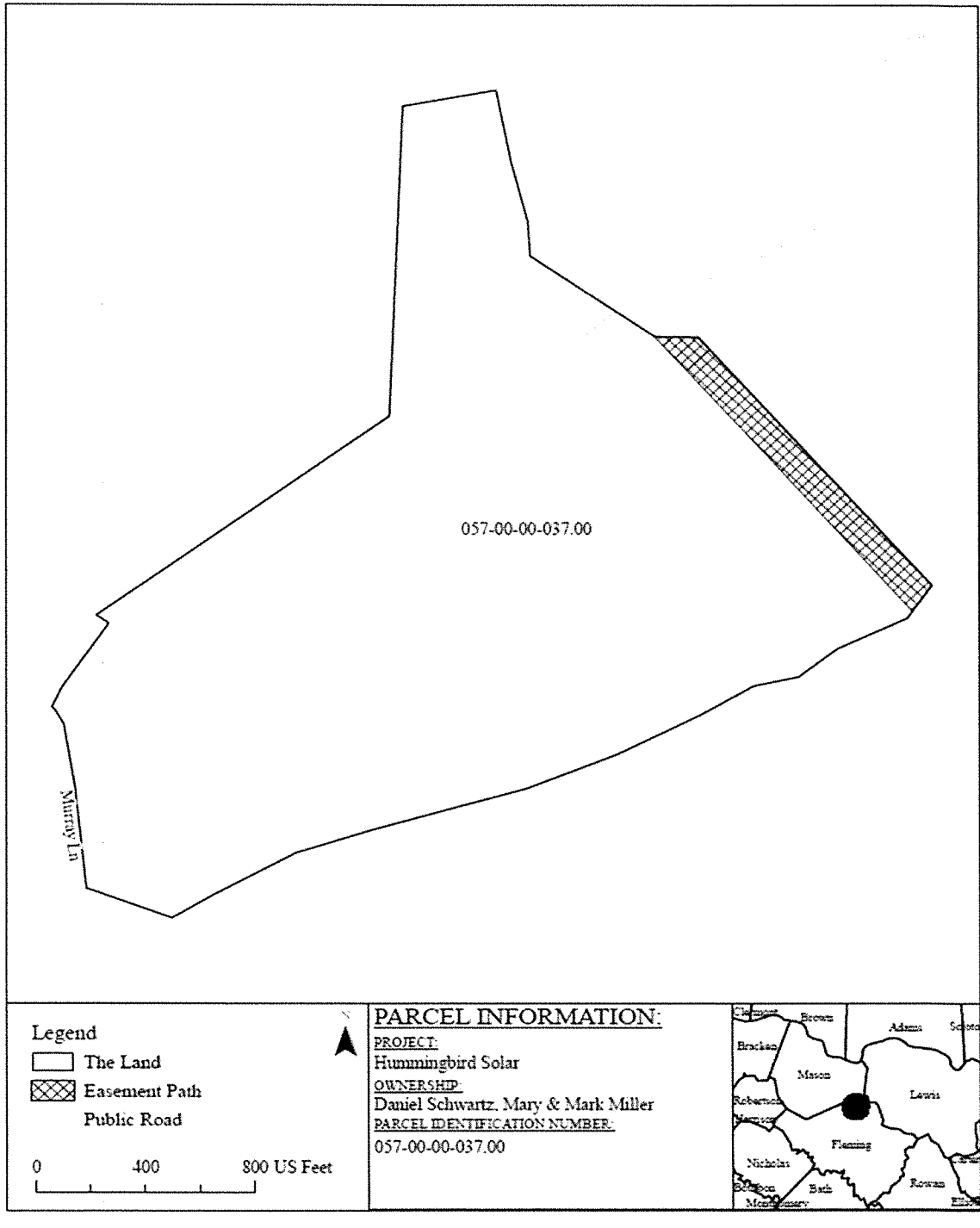


Exhibit D

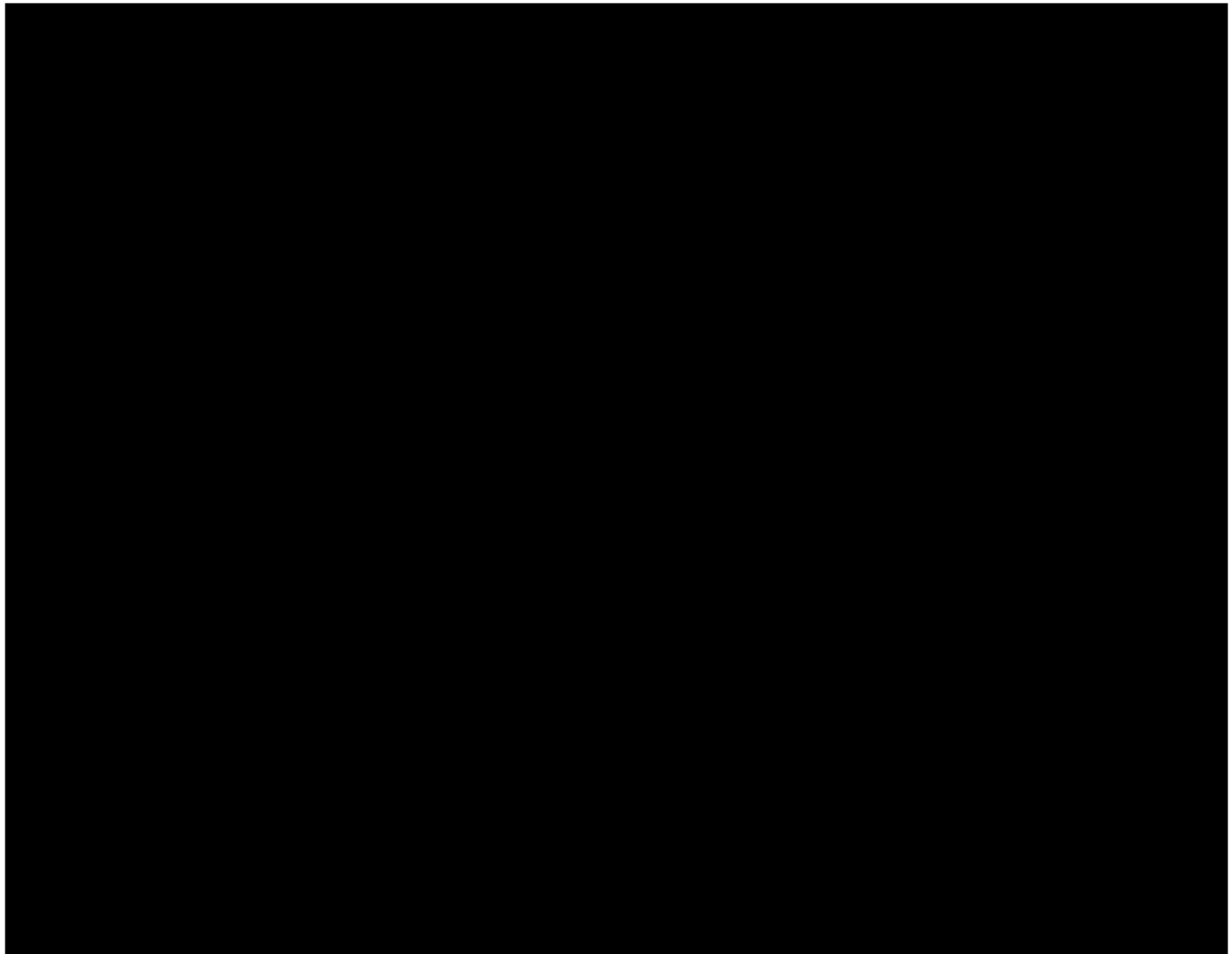
Easement Fee

DO NOT RECORD THIS EXHIBIT.

This Exhibit D shall be made a part of that certain Access and Utility Easement (the "**Easement**") by and between Daniel Schwartz, ^{Mark Miller} and Mary Miller ("**Grantor**") and Hummingbird Solar LLC ("**Grantee**") dated as of September 15, 2022.

mjm.
ac

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):



After Recording Mail to:
Hummingbird Solar LLC
Geenex Solar
1000 NC Music Factory Blvd., Suite C-3
Charlotte, NC 28206

AMENDED AND RESTATED ACCESS AND UTILITY EASEMENT

THIS AMENDED AND RESTATED ACCESS AND UTILITY EASEMENT ("**Easement**") is made and entered into as of this 14th day of February, 2023 (the "**Effective Date**") by and between RUBY MINEER, surviving spouse of James Mineer ("**Grantor**"), and HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties**."

WITNESSETH:

WHEREAS, Grantor and Grantee executed that certain Access and Utility Easement dated January 15, 2020 (the "**Original Easement**") with respect to those certain parcels of land located in Fleming County, Kentucky being more particularly identified as Tax Parcel 069-00-00-012.00 and Tax Parcel 081-00-00-007.00 and further described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, Ruby Mineer holds the interest in the Grantor Parcel after the death of James Mineer on December 11, 2020;

WHEREAS, the Original Easement was never recorded in the Official Records; and

WHEREAS, the parties desire to amend and restate the Original Easement in its entirety as set forth in this Easement;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee hereby amend and restate the Original Easement as follows:

1. **Grant of Utility and Access Easement:**

(a) **Perpetual Easements.**

(1) Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts

from Grantor, a perpetual, exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of sixty feet (60') more particularly shown on **Exhibit B** attached hereto and incorporated herein by reference (the "**Utility and Access Easement Area**") for:

(A) the installation, maintenance, repair, replacement and removal of underground and above-ground power and telecommunication lines and all infrastructure and facilities associated therewith including, but not limited to, collector station, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future, and other underground and above-ground fixtures, appliances and appurtenances connected therewith (collectively, "**Grantee's Facilities**"), which easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus through the Grantor Parcel and to keep clear the Utility and Access Easement Area of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures desired within the Utility and Access Easement Area; and

(B) access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment).

(2) Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway with the Utility and Access Easement Area and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such roads as Grantee may deem necessary or appropriate in the exercise of the easements granted in this Easement. Without limiting the generality of the foregoing, the rights granted in this Easement shall entitle Grantee to use and improve any existing and future roads and access routes located in the Utility and Access Easement Area, including, without limitation, the right to construct, reconstruct, upgrade, replace, repair, maintain bridges or other means of crossing any irrigation, drainage or other ditches in the Utility and Access Easement Area.

(b) **Temporary Construction Easement.** Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across a ten-foot (10') wide area on each side of the Utility and Access Easement Area more particularly shown on **Exhibit B** (the "**Temporary Construction Easement Area**" and together with the Utility and Access Easement Area, the "**Easement Area**") for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility and Access Easement Area from time to time. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove a roadway, utilities and related improvements within the Utility and Access Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Easement Area, including reseeded and stabilizing such areas.

(c) Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances,

permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. Either party shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Easement Area, as applicable. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Easement, Grantee shall pay Grantor the amount(s) set forth in the Exhibit C attached hereto. The parties hereby agree that Grantee shall omit or remove Exhibit C from the original of the Easement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

5. Liens.

(a) Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance (each a "Grantor Lien") that has priority over this Easement. Grantor shall provide to Grantee a subordination, non-disturbance, and attornment agreement ("SNDA") from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee's rights under this Easement in form and substance acceptable to Grantee. If (1) Grantor is unable to obtain a SNDA as required in the immediately preceding sentence within 30 days after such is requested by Grantee, or (2) in the case of a mechanic's or materialmen's lien, such lien is not cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof or (3) a foreclosure proceeding is initiated with respect to and Grantor Lien, Grantee may, but shall not be required to, discharge the Grantor Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantee acts to discharge or secure the Grantor Lien, then Grantor shall reimburse Grantee for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantee involving such lien within thirty (30) days

after written notice from Grantee. Grantor shall give Grantee written notice within thirty (30) days of receipt of notice of any such Grantor Lien. Grantor agrees to cooperate with Grantee to obtain any mortgage discharge statement that may be required for Grantee to confirm the total amount that is to be paid to the beneficiaries of any mortgages/deeds of trust, or any other holds of liens on the Grantor Parcel or any portion thereof, and Grantor agrees to cooperate with Grantee to obtain and register the discharge of such Grantor Lien.

(b) If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through or under Grantee (each a "**Grantee Lien**"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within thirty (30) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination.

(a) Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the 50th anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Easement Area to a substation or electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means: any fire, earthquake, flood or other casualty, accident or weather event; strikes or labor disputes; changes in the supply chain affecting the ability to secure project components; war, terrorism, civil strife or other violence; any law, order, proclamation, tariff, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of this Easement, except upon recordation by such holder of a quitclaim deed specifically conveying this Easement back to Grantor. Nonuse of this Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

(b) On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal and restoration. Upon termination of this Easement and the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded in the Official Records.

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded in the Official Records. Notwithstanding anything in the preceding sentence to the contrary, Grantee may unilaterally amend Exhibit B to include a metes and bounds legal description of the Easement Area provided such amendment does not materially change the location or size of the Easement Area, and after any such amendment, Grantee may provide Grantor with a copy of such new Exhibit B and may rerecord this Easement in the Official Records.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Easement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) electronic mail at the email address set forth on Exhibit D attached hereto (so long as any email notice contains the following in the Subject line in all

caps: "OFFICIAL NOTICE UNDER MINEER EASEMENT – FLEMING COUNTY, KY"), (ii) first class mail, postage prepaid, registered or certified, return receipt requested, or (iii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below or Exhibit D and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein. The parties hereby agree that Grantee shall omit or remove Exhibits C and D from the original of the Easement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

Grantor: Ruby Mineer
502 Saunders Road
Wallingford, KY 41093

Grantee: Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Miscellaneous.

(a) This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof.

(b) The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties.

(c) If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect.

(d) In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or

discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(e) Grantee shall have the right to offset any amounts it is owed from Grantor against any amounts Grantee owes to Grantor under this Easement.

(f) Time is of the essence in this Easement.

(g) The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

18. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral, gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities or negatively impact Grantee's use of the Easement Area. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Easement Area, nor shall the ground within the Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Subject to the restrictions in Section 2, Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

19. Indemnification.

(a) Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable.

(b) Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable.

(c) The provisions of this Section 19 shall survive the expiration or termination of this Easement.

20. Improvements. All Grantee's Facilities constructed or placed upon the Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All road facilities and other improvements that Grantee constructs, installs or places within the Easement Area shall be entirely at Grantee's expense.

21. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as ("**Mortgagees**") provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. A Mortgagee shall have the right to cure any default by Grantee hereunder, and Grantor will accept such cure of any default of Grantee. As a precondition to Grantor exercising any rights or remedies as a result of any alleged default by Grantee or any Mortgagee and if Grantor has been provided written confirmation of the name, address and contact information for such Mortgagee, Grantor shall give written notice of the default to such

Mortgagee concurrently with delivery of such notice to Grantee, as applicable, specifying in detail the alleged event of default. Grantee shall have forty-five (45) days after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Mortgagee shall have an additional time period of forty-five (45) days to complete such cure in the event Grantee fails to remedy the default within the initial forty-five (45) day period. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Easement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Ruby Mineer
Ruby Mineer, individually

STATE OF Kentucky
COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Ruby Mineer, personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in his individual capacity.

WITNESS my hand and official stamp or seal, this the 25 day of January, 2023

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11.25.23
Notary ID: 636110



GRANTEE:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: [Signature]
Name: Jürgen Fehr
Title: MANAGER

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Jürgen Fehr, as manager of Hummingbird Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by [him/her] in such capacity.

WITNESS my hand and official stamp or seal, this the 14 day of February, 2023.

(Seal) [Signature]
Notary Public
My Commission Expires: June 6 2027
Notary ID: N/A

This Instrument Prepared By:

[Signature]
Susannah Ragab
Recurrent Energy
98 San Jacinto Blvd.,
Suite 750
Austin, TX 78701



Exhibit A

Grantor Parcel

That certain real property located in Fleming County, Kentucky identified by Tax Parcels 081-00-00-007.00 and 069-00-00-012.00 as further described below:

Tract 1:

A tract of 70 acres of land more or less, located southeast of the town of Mt. Carmel, Kentucky, bounded generally as follows:

On the North by the land of Gilmer Rigdon, east and west by the lands of Garret Mineer and on the south by the Mary Goddard lands, containing 70 acres, more or less together with a passway to the state highway, said passway being described as follows:

Mrs. Matilda Clary's passway from Rigdon's passway at Webb line and Mineer corner to Rigdon's garden corner. Said passway to be 18 feet wide, said passway is to be fenced by Rigdon starting at Rigdon's garden corner (N.W. corner) to Mrs. Clary's line. See M.B. 32, page 486, Fleming County Court Clerk's Office and all other passways or right of ways that are appurtenant to this tract of land to reach the highway in connection with said lands.

Being the same property conveyed to Grantors by deed from Alice Foxworthy, et al, dated 29 April 1983, recorded in Deed Book 156, page 222.

SAVE AND EXCEPT that tract of parcel of land in Deed dated November 15, 1993, recorded November 19, 1993 in Book 178, Page 226, Official Public Records, Fleming County, Kentucky, and being more particularly described as follows:

Beginning at a point in the north property line of grantors, being the line between grantors and Miller, being 600 feet east of the grantors' property corner and J.M. Clary Rd.; thence with Millers line S 80 deg. 40' 04.78" E 321.6626 feet to an iron post; thence leaving Millers line with new dividing line of grantors S 10 deg. 29' 53.59" W, 145.0575 feet to an iron post; thence N 78 deg. 31' 39.21" W 291.8734 feet to a point in the center of a gravel farm road; thence N 2 deg. 03' 58.62" W 136.8249 feet to the point of beginning, containing .9811 acres.

The grantors also grant to the grantees a 20 foot easement running with the existing driveway for the purpose of ingress and egress to the above described lot.

Being part of the same property conveyed James W. Mineer and Ruby F. Mineer, from Carl Burkholder and Rosetta Burkholder, husband and wife, by deed dated February 12, 1985, recorded in Deed Book 159, Page 622, Fleming County Clerk's Office.

Tax ID No.: 069-00-00-012.00

Tract 2:

A certain tract of land located in Fleming County, Kentucky about 1 mile East of Mt. Carmel, near the Maysville and Mt. Carmel turnpike road and bounded as follows:

Bounded on the West by the lands of George A. Clary; on the North by the lands of Garrett Mineer; on the East by the lands of Harry Honeyfelt, and on the South by the lands of Silas Pollitt, and containing about 25 acres, more or less.

Tax ID No.: 081-00-00-007.00

Exhibit B

Access and Utility Easement Area and Temporary Construction Easement Area

Legal description and plat of Access and Utility Easement Area and Temporary Construction Easement Area shall replace the depiction below when available
(see Section 10 of the Easement regarding replacement of this exhibit)

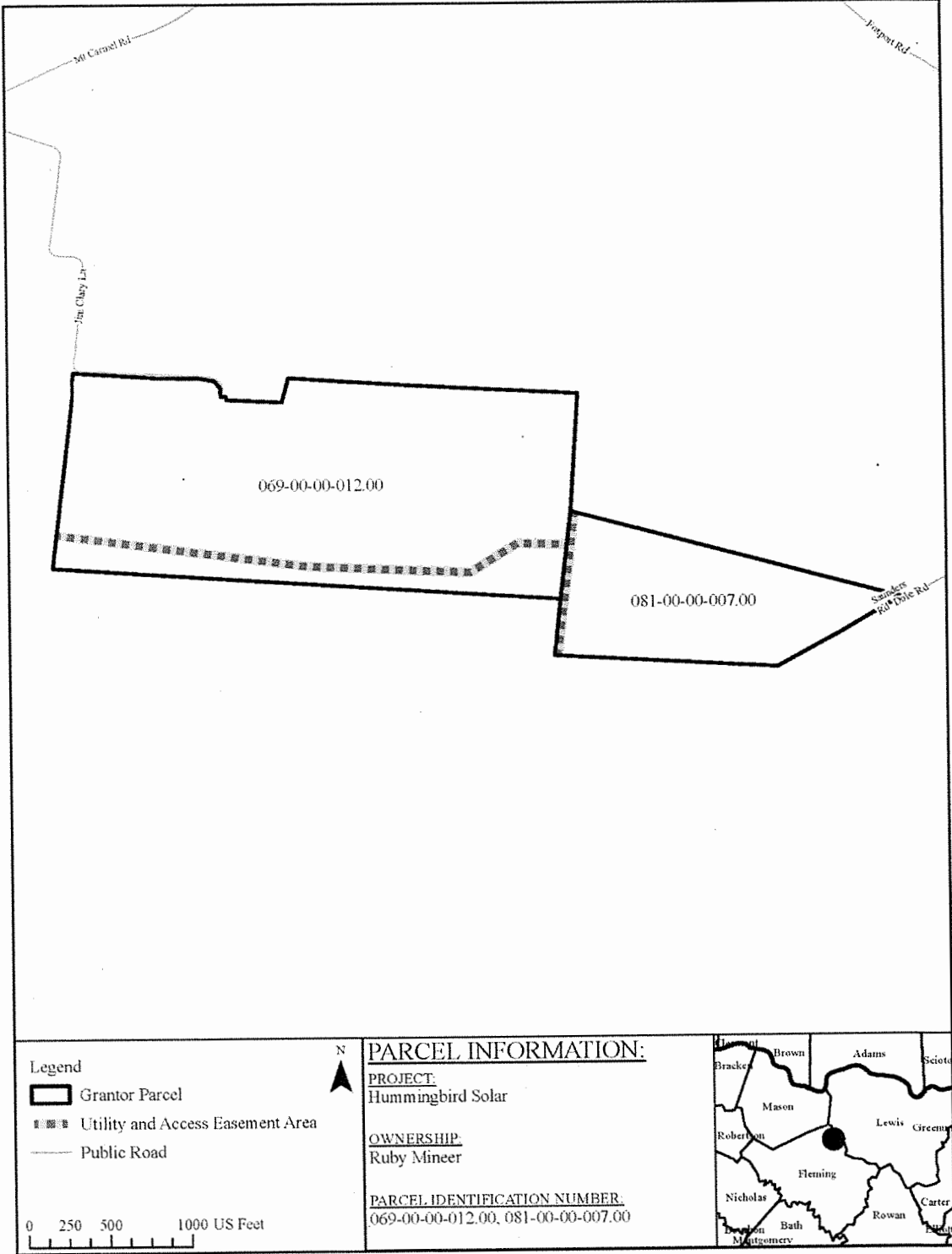


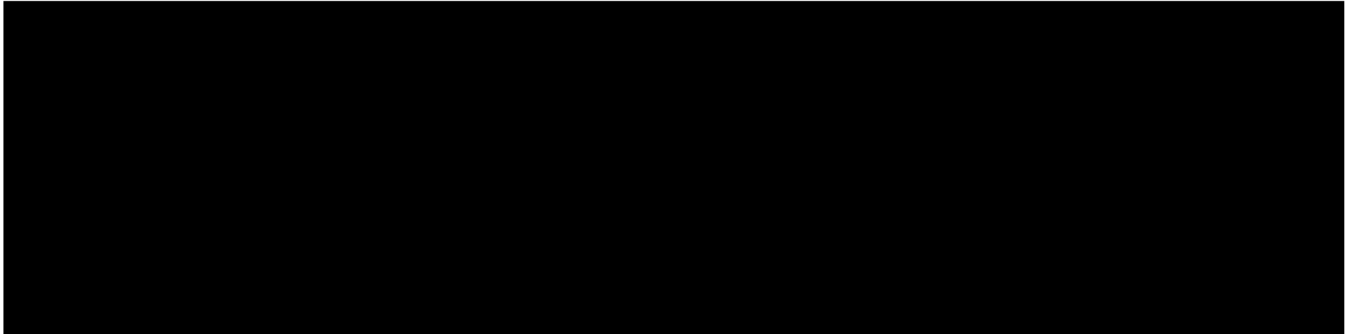
Exhibit C

Easement Fee

DO NOT RECORD THIS EXHIBIT

This **Exhibit C** shall be made a part of that certain Amended and Restated Access and Utility Easement (the "**Easement**") by and between Ruby Mineer, surviving spouse of James W. Minner, deceased on December 11, 2020 (, "**Grantor**"), and Hummingbird Solar LLC ("**Grantee**") dated as of _____, 202_.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):



Notwithstanding the foregoing, if Grantee has not yet received from Grantor any SNDA that is required by the terms of Section 5 prior to the date that is ten (10) business days prior to the date that the Easement Fee is due, the applicable due date for the Easement Fee shall be extended to the date that is ten (10) business days following the date that Grantee receives such required SNDA.

Exhibit D

Notice Information

DO NOT RECORD THIS EXHIBIT.

Grantor:

Ruby Mineer
502 Saunders Road
Wallingford, KY 41093
[REDACTED]

Grantee:

Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam
Phone Number: (704) 574-1587
Email: walter.putnam@geenexsolar.com

0138884.0744771 4864-6574-6485v1

After Recording Mail to:
Hummingbird Solar LLC
c/o Geenex Solar
1000 Music Factory Blvd., Suite C-3
Charlotte, NC 28206
Attn: Paul Scannell

AMENDED AND RESTATED ACCESS AND UTILITY EASEMENT

THIS AMENDED AND RESTATED ACCESS AND UTILITY EASEMENT ("**Easement**") is made and entered into as of this 14th day of February, 2023 (the "**Effective Date**") by and among (a) NATALIE MINEER, a single person ("**N. Mineer**"), RUBY MINEER, surviving spouse of James Mineer, and KAREN MINEER, surviving spouse of Darrell Mineer (collectively, "**Grantor**"), and (b) HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties**."

WITNESSETH:

WHEREAS, Grantor and Grantee executed that certain Access and Utility Easement dated January 15, 2020 (the "**Original Easement**") with respect to that certain parcel of land located in Fleming County, Kentucky being more particularly identified as Tax Parcel 069-00-00-031.00 and further described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, Danny Mineer, an unmarried individual, died on March 24, 2016, and his estate (the "**Estate**") was probated pursuant to Case Number 16-P-00047 in the District Court of Fleming, County Kentucky (the "**Court**");

WHEREAS, the Court entered an Order for Sale on September 29, 2016, with respect to the transfer of the Estate's undivided one-third (1/3) interest in the Grantor Parcel to N. Mineer;

WHEREAS, Ruby Mineer holds an undivided one-third (1/3) interest in the Grantor Parcel after the death of James Mineer on December 11, 2020;

WHEREAS, Karen Mineer holds an undivided one-third (1/3) interest in the Grantor Parcel after the death of Darrell Mineer on January 4, 2021, as evidenced in the probate Case Number 21-P-00021 in the Court;

WHEREAS, the Original Easement was never recorded in the Official Records;

WHEREAS, the parties desire to acknowledge the transfer of the Original Easement and that the Original Easement is a valid encumbrance on the Grantor Parcel; and

WHEREAS, the parties desire to amend and restate the Original Easement in its entirety as set forth in this Easement;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee hereby amend and restate the Original Easement as follows:

1. Grant of Utility and Access Easement:

(a) Perpetual Easements.

(1) Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, a perpetual, exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of sixty feet (60') more particularly shown on **Exhibit B** attached hereto and incorporated herein by reference (the "**Utility and Access Easement Area**") for:

(A) the installation, maintenance, repair, replacement and removal of underground and above-ground power and telecommunication and lines all infrastructure and facilities associated therewith including, but not limited to, collector station, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future, and other underground and above-ground fixtures, appliances and appurtenances connected therewith (collectively, "**Grantee's Facilities**"), which easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus through the Grantor Parcel and to keep clear the Utility and Access Easement Area of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures desired within the Utility and Access Easement Area; and

(B) access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment).

(2) Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway with the Utility and Access Easement Area and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such roads as Grantee may deem necessary or appropriate in the exercise of the easements granted in this Easement. Without limiting the generality of the foregoing, the rights granted in this Easement shall entitle Grantee to use and improve any existing and future roads and access routes located in the Utility and Access Easement Area, including, without limitation, the right to construct, reconstruct, upgrade, replace, repair, maintain bridges or other means of crossing any irrigation, drainage or other ditches in the Utility and Access Easement Area.

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and

Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across a ten-foot (10') wide area on each side of the Utility and Access Easement Area more particularly shown on **Exhibit B** (the "**Temporary Construction Easement Area**") and together with the Utility and Access Easement Area, the "**Easement Area**") for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility and Access Easement Area from time to time. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove a roadway, utilities and related improvements within the Utility and Access Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Easement Area, including reseeding and stabilizing such areas.

(c) Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. Either party shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Easement Area, as applicable. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Easement, Grantee shall pay Grantor the amount(s) set forth in the **Exhibit C** attached hereto. The parties hereby agree that Grantee shall omit or remove **Exhibit C** from the original of the Easement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

5. Liens.

(a) Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance (each a "**Grantor Lien**") that has priority over this Easement. Grantor shall provide to Grantee a subordination, non-disturbance, and attornment agreement ("**SNDA**") from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee's rights under this Easement in form and substance acceptable to Grantee. If (1) Grantor is unable to obtain an SNDA as required in the immediately preceding sentence within 30 days after such is requested by Grantee, or (2) in the case of a mechanic's or materialmen's lien, such lien is not cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof or (3) a foreclosure proceeding is initiated with respect to and Grantor Lien, Grantee may, but shall not be required to, discharge the Grantor Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantee acts to discharge or secure the Grantor Lien, then Grantor shall reimburse Grantee for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantee involving such lien within thirty (30) days after written notice from Grantor. Grantor shall give Grantee written notice within thirty (30) days of receipt of notice of any such Grantor Lien. Grantor agrees to cooperate with Grantee to obtain any mortgage discharge statement that may be required for Grantee to confirm the total amount that is to be paid to the beneficiaries of any mortgages/deeds of trust, or any other holds of liens on the Grantor Parcel or any portion thereof, and Grantor agrees to cooperate with Grantee to obtain and register the discharge of such Grantor Lien.

(b) If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through or under Grantee (each a "**Grantee Lien**"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within thirty (30) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination.

(a) Grantee may terminate this Easement at any time by giving Grantor at least one

(1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the 50th anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Easement Area to a substation or electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means: any fire, earthquake, flood or other casualty, accident or weather event; strikes or labor disputes; changes in the supply chain affecting the ability to secure project components; war, terrorism, civil strife or other violence; any law, order, proclamation, tariff, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of this Easement, except upon recordation by such holder of a quitclaim deed specifically conveying this Easement back to Grantor. Nonuse of this Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

(b) On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal and restoration. Upon termination of this Easement and the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded in the Official Records.

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded in the Official Records. Notwithstanding anything in the preceding sentence to the contrary, Grantee may unilaterally amend Exhibit B to include a metes and bounds legal description of the Easement Area provided such amendment does not materially change the location or size of the Easement Area, and after any such amendment, Grantee may provide Grantor with a copy of such new Exhibit B and may rerecord this Easement in the Official Records.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each

such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Easement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) electronic mail at the email address set forth on Exhibit D attached hereto (so long as any email notice contains the following in the Subject line in all caps: "OFFICIAL NOTICE UNDER MINEER EASEMENT – FLEMING COUNTY, KY"), (ii) first class mail, postage prepaid, registered or certified, return receipt requested, or (iii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below or Exhibit D and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein. The parties hereby agree that Grantee shall omit or remove Exhibits C and D from the original of the Easement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

| | |
|---------------|---|
| Grantor: | Ruby Mineer c/o Karen Mineer 502 Saunders Road Wallingford, KY 41093 |
| With copy to: | Karen Mineer 521 JM Clary Road Flemingsburg, KY 41041 |
| With copy to: | Natalie Mineer 2221 Orange Avenue, East Tallahassee, FL 32311 |
| Grantee: | Hummingbird Solar LLC 7804-C Fairview Rd. #257 Charlotte, NC 28226 Attn: Walter Putnam |

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised

this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Miscellaneous.

(a) This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof.

(b) The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties.

(c) If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect.

(d) In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(e) Grantee shall have the right to offset any amounts it is owed from Grantor against any amounts Grantee owes to Grantor under this Easement.

(f) Time is of the essence in this Easement.

(g) The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

18. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of

the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral, gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities or negatively impact Grantee's use of the Easement Area. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Easement Area, nor shall the ground within the Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Subject to the restrictions in Section 2, Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

19. Indemnification.

(a) Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable.

(b) Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable.

(c) The provisions of this Section 19 shall survive the expiration or termination of

this Easement.

20. Improvements. All Grantee's Facilities constructed or placed upon the Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All road facilities and other improvements that Grantee constructs, installs or places within the Easement Area shall be entirely at Grantee's expense.

21. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as ("Mortgagees") provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. A Mortgagee shall have the right to cure any default by Grantee hereunder, and Grantor will accept such cure of any default of Grantee. As a precondition to Grantor exercising any rights or remedies as a result of any alleged default by Grantee or any Mortgagee and if Grantor has been provided written confirmation of the name, address and contact information for such Mortgagee, Grantor shall give written notice of the default to such Mortgagee concurrently with delivery of such notice to Grantee, as applicable, specifying in detail the alleged event of default. Grantee shall have forty-five (45) days after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Mortgagee shall have an additional time period of forty-five (45) days to complete such cure in the event Grantee fails to remedy the default within the initial forty-five (45) day period. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Easement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Natalie Mineer

Natalie Mineer, individually

STATE OF Kentucky

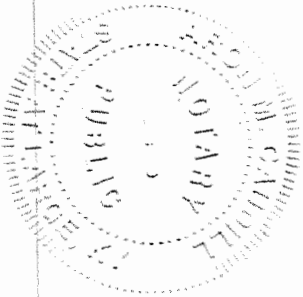
COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Natalie Mineer, personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in her individual capacity.

WITNESS my hand and official stamp or seal, this the 22nd day of December, 2022.

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11.25.2023
Notary ID: 636110



[Additional Signature Page to Easement]

Ruby Mineer
Ruby Mineer, individually

STATE OF Kentucky

COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Ruby Mineer, personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in his individual capacity.

WITNESS my hand and official stamp or seal, this the 25 day of January, 2023

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11.25.23
Notary ID: 636110

Karen Mineer
Karen Mineer, individually

STATE OF Kentucky

COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Karen Mineer, personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in his individual capacity.

WITNESS my hand and official stamp or seal, this the 25 day of January, 2023

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11.25.23
Notary ID: 636110

GRANTEE:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: [Signature]
Name: Jürgen Fehr
Title: MANAGER

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Jürgen Fehr, as manager of Hummingbird Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by [him/her] in such capacity.

WITNESS my hand and official stamp or seal, this the 14 day of February, 2023.

(Seal) [Signature]
Notary Public
My Commission Expires: June 6 2027
Notary ID: N/A

This Instrument Prepared By:

[Signature]
Susannah Ragab
Recurrent Energy
98 San Jacinto Blvd.,
Suite 750
Austin, TX 78701



Exhibit A

Grantor Parcel

That certain real property located in Fleming County, Kentucky identified by Tax 069-00-00-031.00 as further described below:

BEGINNING at a walnut, corner to J.W. Hardyman's corner; thence with same N 12-1/4 E. 32.56 rods to a post in line of same and corner to Garrett Mineer; thence with his line S 85 E 197.6 rods to a post, corner to John Clara. and Bernard Martin; thence with Martin's and Littleton's line S 5 W 39.44 rods to a stone, corner to Tract No. 2; thence with same N 85 W 248.04 rods to center of Mt. Carmel-Beechburg turnpike; thence N 5 E 5.08 rods to corner of Hardyman; thence with same S 87 E 48.44 rods to the beginning, containing 50 Acres. Subject to right of passway for Tracts No. 2 and 3, and 4 to the turnpike. Being the same property conveyed Elbert Crump and Audrey Crump, his wife, from Everett E. Lewis and Ruby Lewis, his wife, by deed dated March 18, 1961, and recorded in Deed Book 118, Page 545, Fleming County Clerk's Office. Sally R. Mineer (one and the same as Sally Mineer) having conveyed any interest she had in the property to Danny W. Mineer (one and the same as Danny Mineer), by quitclaim deed dated August 11, 2005, and recorded in Deed Book 224, Page 447, Fleming County Clerk's Office.

Tax ID No.: 069-00-00-031.00

Exhibit B

Access and Utility Easement Area and Temporary Construction Easement Area

Legal description and plat of Access and Utility Easement Area and Temporary Construction Easement Area shall replace the depiction below when available
(see Section 10 of the Easement regarding replacement of this exhibit)

(see attached)





| | | |
|--|---|---|
| <p>Legend</p> <ul style="list-style-type: none"> Grantor Parcel Utility and Access Easement Area Public Road <p>0 10 20 40 60 80 100 US Feet</p> | <p>N</p>  <p>PARCEL INFORMATION:</p> <p><u>PROJECT:</u> Hummingbird Solar</p> <p><u>OWNERSHIP:</u> Natalie Mineer, Ruby Mineer, and Karen Mineer</p> <hr/> <p><u>PARCEL IDENTIFICATION NUMBER:</u> 069-00-00-031.00</p> |  <p>Inset map showing counties: Bracken, Brown, Adams, Scioto, Mason, Lewis, Robertson, Fleming, Nicholas, Bath, Rowan, Carter, and others. A black dot is located in the Fleming county area.</p> |
|--|---|---|

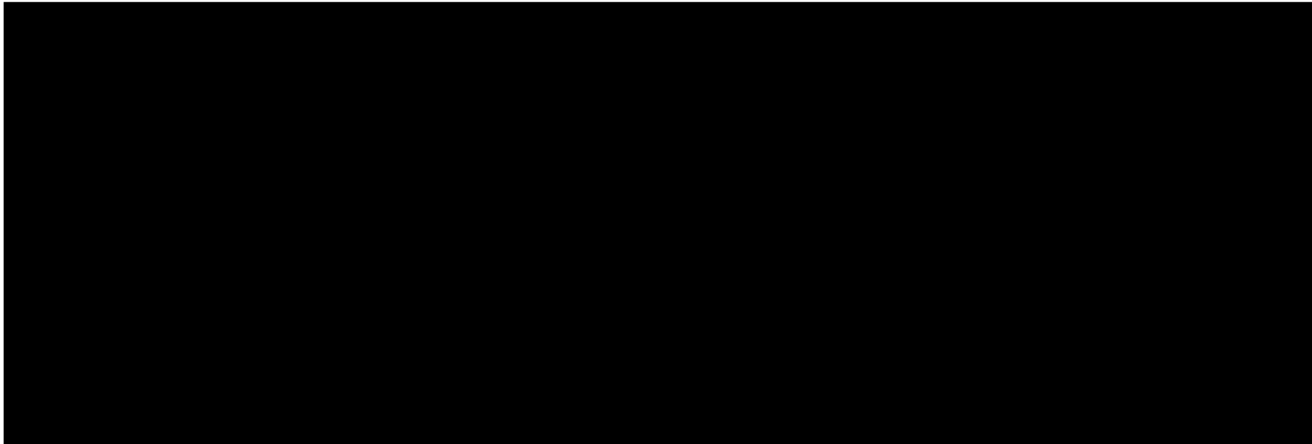
Exhibit C

Easement Fee

DO NOT RECORD THIS EXHIBIT

This **Exhibit C** shall be made a part of that certain Amended and Restated Access and Utility Easement (the "**Easement**") by and among Natalie Mineer, single, Ruby Mineer, surviving spouse of James W. Minner, deceased on December 11, 2020, and Karen Mineer, surviving spouse of Darrell Mineer, deceased on January 4, 2021 (collectively, "**Grantor**"), and Hummingbird Solar LLC ("**Grantee**") dated as of _____, 202_.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):



All payments made by Grantee under this **Exhibit C** shall be made by check payable to Grantor at Grantor's address set forth in **Exhibit D** attached hereto and allocated as follows:

Name of Payee: Natalie Mineer, 1/3 of Easement Fee

Name of Payee: Ruby Mineer, 1/3 of Easement Fee

Name of Payee: Karen Mineer, 1/3 of Easement Fee

Grantor expressly authorizes and approves the payment direction to the Grantor as set forth above and waives any claims against Grantee in the event that payments are made in conformance with the terms herein. Grantor shall indemnify Grantee against any and all claims, losses and causes of action arising out of Grantee's payments under this **Exhibit C**, including, without limitation, in connection with any dispute amongst payees and/or any Grantor parties.

Notwithstanding the foregoing, if Grantee has not yet received from Grantor any SNDA that is required by the terms of Section 5 prior to the date that is ten (10) business days prior to the date that the Easement Fee is due, the applicable due date for the Easement Fee shall be extended to the date that is ten (10) business days following the date that Grantee receives such required SNDA.

Exhibit D

Notice Information

DO NOT RECORD THIS EXHIBIT.

Grantor: Ruby Mineer
502 Saunders Road
Wallingford, KY 41093
[REDACTED]

With copy to: Karen Mineer
521 JM Clary Road
Flemingsburg, KY 41041
[REDACTED]

With copy to: Natalie Mineer
2221 Orange Avenue, East
Tallahassee, FL 32311
[REDACTED]

Grantee: Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam
Phone Number: (704) 574-1587
Email: walter.putnam@geenexsolar.com

After Recording Mail to:
Hummingbird Energy LLC
c/o Recurrent Energy LLC
98 San Jacinto Blvd., Suite 750
Austin, TX 78701
Attention: Legal Department

AMENDED AND RESTATED ACCESS AND UTILITY EASEMENT

THIS AMENDED AND RESTATED ACCESS AND UTILITY EASEMENT ("**Easement**") is made and entered into as of this 19 day of April, 2023 (the "**Effective Date**") by and between **JASON SCHWARTZ**, a married individual ("**Grantor**"), and **HUMMINGBIRD ENERGY LLC**, a Delaware limited liability company, ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties.**"

WITNESSETH:

WHEREAS, Grantor, and Christine Schwartz, his wife, and Hummingbird Solar LLC, a Kentucky limited liability company ("**Hummingbird Solar**"), executed that certain Access and Utility Easement dated January 15, 2020 (the "**Original Easement**") with respect to that certain parcel of land located in Fleming County, Kentucky being identified as Tax Parcel 081-00-00-042.00 and further described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, Grantor is the record owner of the Grantor Parcel pursuant to that Deed recorded at Deed Book 263, Page 762, in the Official Records of Fleming County, Kentucky, and Christine Schwartz is joining this Easement to subordinate her dower interests in the Grantor Parcel;

WHEREAS, the Original Easement was not recorded in the Official Records of Fleming County, Kentucky;

WHEREAS, the Original Easement was assigned by Hummingbird Solar to Grantee by Assignment and Assumption Agreement dated March 30, 2023; and

WHEREAS, the parties desire to amend and restate the Original Easement in its entirety as set forth in this Easement;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee hereby amend and restate the Original Easement as follows:

1. **Grant of Utility and Access Easement:**

(a) Perpetual Easements.

(1) Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, a perpetual, exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel in a width of 60 feet more particularly shown on **Exhibit B** attached hereto and incorporated herein by reference (the "**Utility and Access Easement Area**") for:

(A) the installation, maintenance, repair, replacement and removal of underground and above-ground power and telecommunication lines and all infrastructure and facilities associated therewith including, but not limited to, collector station, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future, and other underground and above-ground fixtures, appliances and appurtenances connected therewith (collectively, "**Grantee's Facilities**"), which easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus through the Grantor Parcel and to keep clear the Utility and Access Easement Area of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures desired within the Utility and Access Easement Area; and

(B) access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment).

(2) Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway with the Utility and Access Easement Area and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such roads as Grantee may deem necessary or appropriate in the exercise of the easements granted in this Easement. Without limiting the generality of the foregoing, the rights granted in this Easement shall entitle Grantee to use and improve any existing and future roads and access routes located in the Utility and Access Easement Area, including, without limitation, the right to construct, reconstruct, upgrade, replace, repair, maintain bridges or other means of crossing any irrigation, drainage or other ditches in the Utility and Access Easement Area.

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across a 10-foot wide area on each side of the Utility and Access Easement Area more particularly shown on **Exhibit B** (the "**Temporary Construction Easement Area**") and together with the Utility and Access Easement Area, the "**Easement Area**") for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility and Access Easement Area from time to time. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove a roadway, utilities and related improvements within the Utility and Access Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Easement Area, including reseeding and

stabilizing such areas.

(c) Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. Either party shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Prior to commencement of construction, Grantee shall at its sole cost and expense construct a temporary fence along the east perimeter of the Easement Area depicted on Exhibit B to prevent the livestock from entering the Easement Area during construction of Grantee Facilities. Said temporary fence shall be removed upon completion of construction of the Grantee Facilities. Grantee acknowledges that Grantor has livestock on the Grantor parcel and the intent of the parties is to protect the livestock during construction of Grantee Facilities. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Easement Area, as applicable. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Easement, Grantee shall pay Grantor the amount(s) set forth in Exhibit D attached hereto. As additional consideration of the Easements, Grantee agrees to install three (3) gates in the existing perimeter fence that runs parallel to the Easement as approximately depicted in Exhibit C attached hereto. Grantee may install such gates in a material and design consistent with such existing perimeter fence as of the Effective Date. The parties hereby agree that Grantee shall omit or remove Exhibit D from the original of the Easement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

5. Liens.

(a) Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance (each a "Grantor Lien") that has priority over this Easement. Grantor shall provide

to Grantee a subordination, non-disturbance, and attornment agreement (“**SNDA**”) from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee’s rights under this Easement in form and substance acceptable to Grantee. If (1) Grantor is unable to obtain an SNDA as required in the immediately preceding sentence within 30 days after such is requested by Grantee, or (2) in the case of a mechanic’s or materialmen’s lien, such lien is not cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof or (3) a foreclosure proceeding is initiated with respect to and Grantor Lien, Grantee may, but shall not be required to, discharge the Grantor Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantee acts to discharge or secure the Grantor Lien, then Grantor shall reimburse Grantee for all reasonable sums paid and all costs and expenses (including reasonable attorneys’ fees) of Grantee involving such lien within thirty (30) days after written notice from Grantee. Grantor shall give Grantee written notice within thirty (30) days of receipt of notice of any such Grantor Lien. Grantor agrees to cooperate with Grantee to obtain any mortgage discharge statement that may be required for Grantee to confirm the total amount that is to be paid to the beneficiaries of any mortgages/deeds of trust, or any other holds of liens on the Grantor Parcel or any portion thereof, and Grantor agrees to cooperate with Grantee to obtain and register the discharge of such Grantor Lien.

(b) If any mechanic’s or materialmen’s lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through or under Grantee (each a “**Grantee Lien**”), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys’ fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within thirty (30) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination.

(a) Grantee may terminate this Easement at any time by giving Grantor at least one (1) month’s prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the 50th anniversary of the Effective Date, Grantee fails to operate Grantee’s Facilities to send electricity or energy through the Easement Area to a substation or electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the

result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means: any fire, earthquake, flood or other casualty, accident or weather event; strikes or labor disputes; changes in the supply chain affecting the ability to secure project components; war, terrorism, civil strife or other violence; any law, order, proclamation, tariff, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of this Easement, except upon recordation by such holder of a quitclaim deed specifically conveying this Easement back to Grantor. Nonuse of this Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

(b) On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal and restoration. Upon termination of this Easement and the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded in the Official Records.

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded in the Official Records. Notwithstanding anything in the preceding sentence to the contrary, Grantee may unilaterally amend Exhibit B to include a metes and bounds legal description of the Easement Area provided such amendment does not materially change the location or size of the Easement Area, and after any such amendment, Grantee may provide Grantor with a copy of such new Exhibit B and may rerecord this Easement in the Official Records.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned

by Grantee, in whole or in part. This Easement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) electronic mail at the email address set forth on Exhibit E attached hereto (so long as any email notice contains the following in the Subject line in all caps: "OFFICIAL NOTICE UNDER SCHWARTZ EASEMENT – FLEMING COUNTY, KY"), (ii) first class mail, postage prepaid, registered or certified, return receipt requested, or (iii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below or Exhibit E and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein. The parties hereby agree that Grantee shall omit or remove Exhibits D and E from the original of the Easement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

Grantor: Jason Schwartz
1189 Foxport Road
Wallingford, KY 41093

Grantee: Hummingbird Energy LLC
c/o Recurrent Energy Development Holdings, LLC
98 San Jacinto Blvd., Suite 750
Austin, TX 78701
Attn: Office of the General Counsel

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Miscellaneous.

(a) This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof.

(b) The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties.

(c) If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect.

(d) In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(e) Grantee shall have the right to offset any amounts it is owed from Grantor against any amounts Grantee owes to Grantor under this Easement.

(f) Time is of the essence in this Easement.

(g) The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

18. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral, gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or permit or allow to be deposited, earth, rubbish,

debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities or negatively impact Grantee's use of the Easement Area. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Easement Area, nor shall the ground within the Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Subject to the restrictions in Section 2, Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

19. Indemnification.

(a) Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable.

(b) Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable.

(c) The provisions of this Section 19 shall survive the expiration or termination of this Easement.

20. Improvements. All Grantee's Facilities constructed or placed upon the Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All road facilities and other improvements that Grantee constructs, installs or places within the Easement Area shall be entirely at Grantee's expense.

21. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and

grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as ("Mortgagees") provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. A Mortgagee shall have the right to cure any default by Grantee hereunder, and Grantor will accept such cure of any default of Grantee. As a precondition to Grantor exercising any rights or remedies as a result of any alleged default by Grantee or any Mortgagee and if Grantor has been provided written confirmation of the name, address and contact information for such Mortgagee, Grantor shall give written notice of the default to such Mortgagee concurrently with delivery of such notice to Grantee, as applicable, specifying in detail the alleged event of default. Grantee shall have forty-five (45) days after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Mortgagee shall have an additional time period of forty-five (45) days to complete such cure in the event Grantee fails to remedy the default within the initial forty-five (45) day period. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Easement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Jason Schwartz
JASON SCHWARTZ

STATE OF Kentucky

COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Jason Schwartz, personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in his individual capacity.

WITNESS my hand and official stamp or seal, this the 23rd day of March, 2023.

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11-25-2023
Notary ID: 636110

SPOUSAL JOINDER

The undersigned hereby consents and agrees to, and has joined in the execution of, the foregoing Amended and Restated Easement for the sole purpose of subordinating her dower rights in the Grantor Parcel, to the terms and provisions of such easement.

Christine Schwartz
CHRISTINE SCHWARTZ

STATE OF Kentucky

COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Christine Schwartz, personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in her individual capacity.

WITNESS my hand and official stamp or seal, this the 23rd day of March, 2023.


(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11-25-2023
Notary ID: 636110



GRANTEE:

Hummingbird Energy LLC,
a Delaware limited liability company

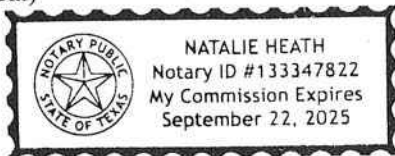
By: 
Name: SPIVEY PAUP
Title: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF TRAVIS

I, NATALIE HEATH, a Notary Public of the State aforesaid, certify that SPIVEY PAUP, as VICE PRESIDENT of Hummingbird Energy LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by [him/her] in such capacity.

WITNESS my hand and official stamp or seal, this the 19th day of APRIL, 2023

(Seal)



Natalie Heath
Notary Public
My Commission Expires: 9/22/2025
Notary ID: 133347822

This Instrument Prepared By:



Susannah Ragab, Esq.
Recurrent Energy
98 San Jacinto Blvd., Ste 750
Austin, TX 78701

Exhibit A

Grantor Parcel

That certain real property located in Fleming County, Kentucky, identified as Tax Parcel No. 081-00-00-00-042.00 as further described below:

Beginning at a ½" iron pin & cap found (Wright 2808) on the North side of Saunders Road corner to Othel L. Jr & Dora Jean Cooksey and Marcia D. & Carmen D. Fields DB 219, PG 372 and corner to James W. & Ruby F. Mineer DB 133 PG 720; Thence crossing Saunders Road S32°33'40"E a distance of 38.31' to a ½" iron pin & cap found (Wright 2808) corner to Jonas E. & Martha Schwartz and Jonathon E. Schwartz DB 250 PG 230 Parcel II; Thence along the Schwartz line S46°54'24"W a distance of 85.80' to a ½" iron pin & cap found (Wright 2808); Thence continuing along the Schwartz line S08°37'47"E a distance of 550.17' to a ½" iron pin & cap found (Wright 2808); Thence S07°14'19"E a distance of 453.69' to a ½" iron pin & cap found (Wright 2808); Thence S61°42'31"E (passing a reference iron pin & cap set at 969.57") a total distance of 1308.44' to a ½" iron pin & cap found (Wright 2808); Thence S65°44'42"E a distance of 73.29' to a ½" iron pin & cap found (Wright 2808); Thence S68°14'32"E a distance of 81.11' to a ½" iron pin & cap found (Wright 2808); Thence S70°15'22"E a distance of 153.01' to a ½" iron pin & cap found (Wright 2808); Thence S68°49'47" E a distance of 193.51' to a ½" iron pin & cap found (Wright 2808); Thence S63°58'14"E a distance of 71.61' to a ½" iron pin & cap found (Wright 2808); Thence S66°29'37"E a distance of 289.85' to a ½" iron pin & cap found (Wright 2808); Thence S50°51'26"E a distance of 31.36' to a ½" iron pin & cap found (Wright 2808) corner to Larry & Donna Smith DB 222 PG 106 and new corner to Cooksey & Fields Tracts 1 & 2; Thence along the new line of Cooksey & Fields Tracts 1 & 2 S89°00'56"W a distance of 544.13' to an iron pin & cap set; Thence continuing along the new line of Cooksey & Fields Tracts 1 & 2 S88°25'20"W a distance of 485.11' to an iron pin & cap set; Thence S87°38'15"W a distance of 488.09' to an iron pin & cap set; Thence N83°12'00"W (passing 12" White Oak-painted at 4.00') a total distance of 1003.73' to an iron pin & cap set; Thence N85°14'32"W a distance of 273.00" to an iron pin & cap set; Thence S14°46'20"W a distance of 45.21' to an iron pin & cap set; Thence S32°53'48"W a distance of 170.12' to a 12" Double Cedar (painted); Thence S33°29'41"W a distance of 40.99' to an iron pin & cap set; Thence S53°18'33"W a distance of 67.20' to an iron pin & cap set; Thence S54°50'26"W a distance of 118.00' to an iron pin & cap set; Thence S54°22'25"W a distance of 130.99' to an iron pin & cap set; Thence N49°26'08"W a distance of 265.22' to an iron pin & cap set at a 10" Double Honey Locust; Thence N67°24'14"W a distance of 215.95' to an iron pin & cap set new corner to Cooksey & Fields Tracts 1 & 2 in the line of Gary & Glenna Turner and Gary Lee II & Jamie Turner DB 227 PG 189; Thence along the Turner line N03°24'38"E (passing a reference iron pin & cap set at 722.17") a total distance of 1657.41' to a ½" iron pin & cap found (Wright 2808) corner to Darrell & Karen Minear and James & Ruby Mineer DB 245 PG 290; Thence along the Mineer line N03°30'39"E a distance of 305.02' to a ½" iron pin & cap found (Wright 2808) corner to Mineer DB 133 PG 720; Thence along the Mineer DB 133 PG 720 line S88°18'19"E a distance of 563.90' to a ½" iron pin & cap found (Wright 2808); Thence continuing along the Mineer DB 133 PG 720 line S87°20'31"E a distance of 503.20' to a ½" iron pin & cap found (Wright 2808); Thence N75°40'31"E a distance of 22.35' to a ½" iron pin & cap found (Wright 2808); Thence N58°26'36"E a distance of 344.38' to the point of beginning containing 89.13 acres according to the survey by Travis A. McGlone PLS 3919 of Buffalo Trace Surveying LLC 3/29/2017 (Field survey completed on 3/29/2017 as a Rural class survey)

All iron pin & caps set were ½" x 18" rebar with an orange plastic cap stamped "T. McGlone PLS 3919."

Bearings coordinated to the Kentucky State Plane Coordinate System KY1Z (Single Zone) (NAD 83) per GPS observations on date of survey 3/3/2017.

Property subject to all legal right of ways, easements of record and unrecorded conveyances.

Property subject to existing right of way of Saunders Road for benefit of the Fleming County Fiscal Court (Ordinance 05-005).

Trees marked with 3 orange horizontal painted lines. Being a portion of the property conveyed to Othel L. Jr. & Dora Jean Cooksey and Marcia D. & Carmen D. Fields by deed recorded at the Fleming County Clerk's Office in Deed [Book 219, Page 372](#). Also being a portion of the same property conveyed to Othel L. Cooksey, Jr., single, from Dora Jean Cooksey, et al by deed dated the 7th day of April, 2017, and of record in Deed [Book 263, Page 679](#), Fleming County Clerk's Office.

Being that certain land conveyed to Grantor pursuant that certain Deed dated May 30, 2017, recorded May 31, 2017 in Book 263, Page 762, Official Public Records, Fleming County, Kentucky.

Exhibit B

Access and Utility Easement Area and Temporary Construction Easement Area

Legal description and plat of Access and Utility Easement Area and Temporary Construction Easement Area shall replace the depiction below when available
(see Section 10 of the Easement regarding replacement of this exhibit)

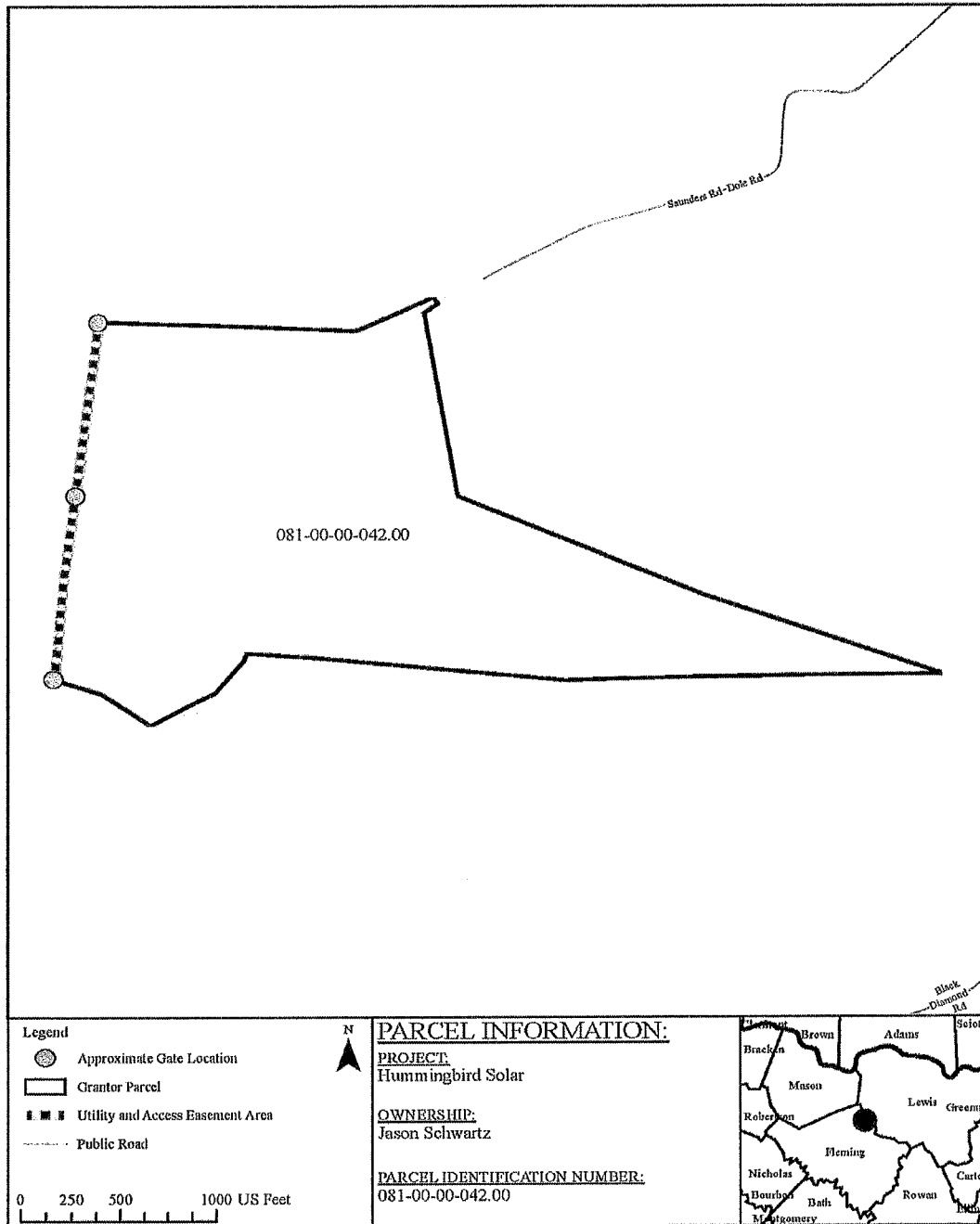


Exhibit C

Approximate Locations of Perimeter Gates

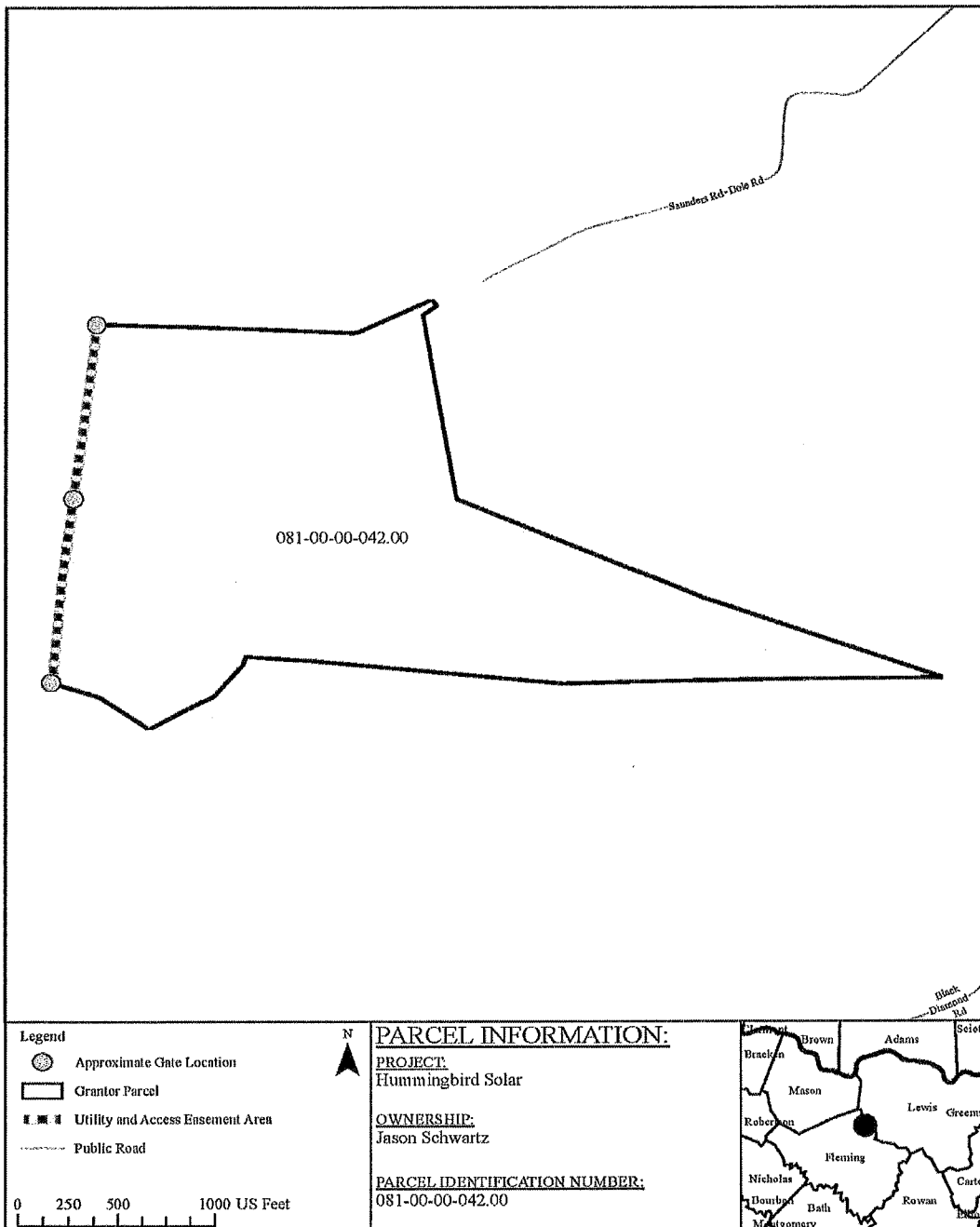


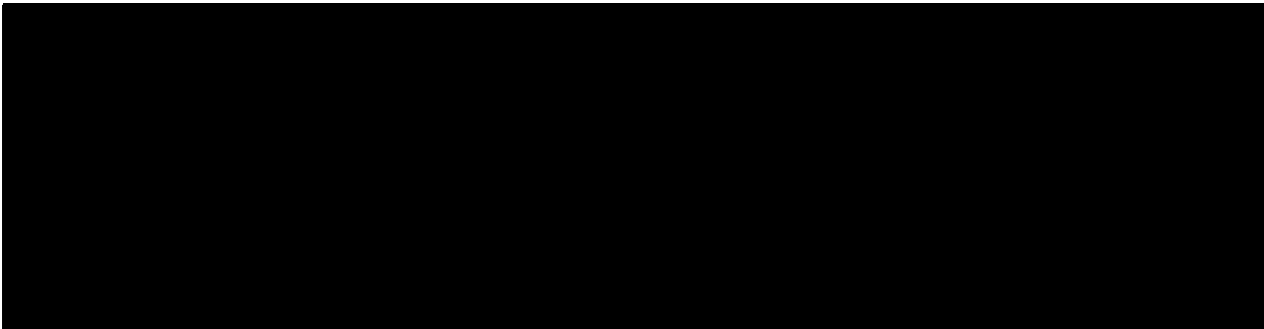
Exhibit D

Easement Fee

DO NOT RECORD THIS EXHIBIT

This **Exhibit D** shall be made a part of that certain Amended and Restated Access and Utility Easement (the "**Easement**") by and between Jason Schwartz ("**Grantor**"), and Hummingbird Energy LLC ("**Grantee**") dated as of _____, 2023.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):



Notwithstanding the foregoing, if Grantee has not yet received from Grantor any SNDA that is required by the terms of Section 5 prior to the date that is ten (10) business days prior to the date that the Easement Fee is due, the applicable due date for the Easement Fee shall be extended to the date that is ten (10) business days following the date that Grantee receives such required SNDA.

Exhibit E

Notice Information

DO NOT RECORD THIS EXHIBIT.

Grantor:

Jason Schwartz
1189 Foxport Road
Wallingford, KY 41093
Phone Number: [REDACTED]
Mobile: () -
Email: [REDACTED]

Grantee:

Hummingbird Energy LLC
c/o Recurrent Energy Development Holdings, LLC
98 San Jacinto Blvd., Suite 750
Austin, TX 78701
Attn: Office of the General Counsel
Email: Legal@recurrentenergy.com

With a Copy
(which shall not
constitute Notice) to:

Hummingbird Energy LLC:
c/o Recurrent Energy Development Holdings, LLC
98 San Jacinto Blvd., Suite 750
Austin, TX 78701
Attn: Real Estate Department
Email: real_estate@recurrentenergy.com

After Recording Mail to:
Hummingbird Solar LLC
c/o Geenex Solar
1000 NC Music Factory Blvd Suite C-3
Charlotte NC 28206
Attn: Paul Scannell

AMENDED AND RESTATED ACCESS AND UTILITY EASEMENT

THIS AMENDED AND RESTATED ACCESS AND UTILITY EASEMENT ("**Easement**") is made and entered into as of this 30 day of March, 2023 (the "**Effective Date**") by and between **LYLE B. UTTERBACK and VICKIE UTTERBACK**, husband and wife ("**Grantor**"), and **HUMMINGBIRD SOLAR LLC**, a Kentucky limited liability company, ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties**."

WITNESSETH:

WHEREAS, Grantor and Grantee executed that certain Access and Utility Easement dated January 15, 2020 (the "**Original Easement**") with respect to that certain parcel of land located in Fleming County, Kentucky being identified as Tax Parcel 069-00-00-030.00 and further described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, the Original Easement was not recorded in the Official Records of Fleming County, Kentucky; and

WHEREAS, the parties desire to amend and restate the Original Easement in its entirety as set forth in this Easement;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee hereby amend and restate the Original Easement as follows:

1. Grant of Utility and Access Easement:

(a) Perpetual Easements.

(1) Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, a perpetual, exclusive right, privilege, and easement over and across that certain portion of

the Grantor Parcel in a width of 60 feet more particularly shown on **Exhibit B** attached hereto and incorporated herein by reference (the "**Utility and Access Easement Area**") for:

(A) the installation, maintenance, repair, replacement and removal of underground and above-ground power and telecommunication lines and all infrastructure and facilities associated therewith including, but not limited to, collector station, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future, and other underground and above-ground fixtures, appliances and appurtenances connected therewith (collectively, "**Grantee's Facilities**"), which easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus through the Grantor Parcel and to keep clear the Utility and Access Easement Area of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures desired within the Utility and Access Easement Area; and

(B) access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment).

(2) Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway with the Utility and Access Easement Area and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such roads as Grantee may deem necessary or appropriate in the exercise of the easements granted in this Easement. Without limiting the generality of the foregoing, the rights granted in this Easement shall entitle Grantee to use and improve any existing and future roads and access routes located in the Utility and Access Easement Area, including, without limitation, the right to construct, reconstruct, upgrade, replace, repair, maintain bridges or other means of crossing any irrigation, drainage or other ditches in the Utility and Access Easement Area.

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across a 10-foot wide area on each side of the Utility and Access Easement Area more particularly shown on **Exhibit B** (the "**Temporary Construction Easement Area**") and together with the Utility and Access Easement Area, the "**Easement Area**") for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility and Access Easement Area from time to time. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove a roadway, utilities and related improvements within the Utility and Access Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Easement Area, including reseeding and stabilizing such areas.

(c) Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. Either party shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Easement Area, as applicable. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Easement, Grantee shall pay Grantor the amount(s) set forth in Exhibit C attached hereto. The parties hereby agree that Grantee shall omit or remove Exhibit C from the original of the Easement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

5. Liens.

(a) Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance (each a "Grantor Lien") that has priority over this Easement. Grantor shall provide to Grantee a subordination, non-disturbance, and attornment agreement ("SNDA") from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee's rights under this Easement in form and substance acceptable to Grantee. If (1) Grantor is unable to obtain an SNDA as required in the immediately preceding sentence within 30 days after such is requested by Grantee, or (2) in the case of a mechanic's or materialmen's lien, such lien is not cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof or (3) a foreclosure proceeding is initiated with respect to and Grantor Lien, Grantee may, but shall not be required to, discharge the Grantor Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantee acts to discharge or secure the Grantor Lien, then Grantor shall reimburse Grantee for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantee involving such lien within thirty (30) days after written notice from Grantee. Grantor shall give Grantee written notice within thirty (30) days of receipt of notice of any such Grantor Lien. Grantor agrees to cooperate with Grantee to obtain any mortgage discharge statement that may be required for Grantee to confirm the total amount that is to be paid to the beneficiaries of any mortgages/deeds of trust, or any other holds of liens on the Grantor Parcel or any portion thereof, and Grantor agrees to cooperate with Grantee to obtain and register the discharge of such Grantor Lien.

(b) If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through or under Grantee (each a "Grantee Lien"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within thirty (30) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination.

(a) Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the 50th anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Easement Area to a substation or electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means: any fire, earthquake, flood or other casualty, accident or weather event; strikes or labor disputes; changes in the supply chain affecting the ability to secure project components; war, terrorism, civil strife or other violence; any law, order, proclamation, tariff, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of this Easement, except upon recordation by such holder of a quitclaim deed specifically conveying this Easement back to Grantor. Nonuse of this Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

(b) On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide

Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal and restoration. Upon termination of this Easement and the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded in the Official Records.

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded in the Official Records. Notwithstanding anything in the preceding sentence to the contrary, Grantee may unilaterally amend **Exhibit B** to include a metes and bounds legal description of the Easement Area provided such amendment does not materially change the location or size of the Easement Area, and after any such amendment, Grantee may provide Grantor with a copy of such new **Exhibit B** and may rerecord this Easement in the Official Records.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Easement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) electronic mail at the email address set forth on **Exhibit D** attached hereto (so long as any email notice contains the following in the Subject line in all caps: "OFFICIAL NOTICE UNDER UTTERBACK EASEMENT – FLEMING COUNTY, KY"), (ii) first class mail, postage prepaid, registered or certified, return receipt requested, or (iii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below or Exhibit D and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein. The parties hereby agree that Grantee shall omit or remove Exhibits C and D from the original of the Easement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee,

which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be given or withheld in Grantee's sole and absolute discretion.

Grantor: Lyle B. Utterback and Vickie Utterback
2284 Carpenter Rd.
Wallingford, KY 41093

Grantee: Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Miscellaneous.

(a) This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof.

(b) The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties.

(c) If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect.

(d) In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(e) Grantee shall have the right to offset any amounts it is owed from Grantor against any amounts Grantee owes to Grantor under this Easement.

(f) Time is of the essence in this Easement.

(g) The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and

Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

18. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral, gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities or negatively impact Grantee's use of the Easement Area. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Easement Area, nor shall the ground within the Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Subject to the restrictions in Section 2, Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

19. Indemnification.

(a) Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be

applicable.

(b) Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable.

(c) The provisions of this Section 19 shall survive the expiration or termination of this Easement.

20. Improvements. All Grantee's Facilities constructed or placed upon the Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All road facilities and other improvements that Grantee constructs, installs or places within the Easement Area shall be entirely at Grantee's expense.

21. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as ("Mortgagees") provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. A Mortgagee shall have the right to cure any default by Grantee hereunder, and Grantor will accept such cure of any default of Grantee. As a precondition to Grantor exercising any rights or remedies as a result of any alleged default by Grantee or any Mortgagee and if Grantor has been provided written confirmation of the name, address and contact information for such Mortgagee, Grantor shall give written notice of the default to such Mortgagee concurrently with delivery of such notice to Grantee, as applicable, specifying in detail the alleged event of default. Grantee shall have forty-five (45) days after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Mortgagee shall have an additional time period of forty-five (45) days to complete such cure in the event Grantee fails to remedy the default within the initial forty-five (45) day period. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Easement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition

to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Lyle B. Utterback
LYLE B. UTTERBACK

STATE OF Kentucky

COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Lyle B. Utterback, personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in his individual capacity.

WITNESS my hand and official stamp or seal, this the 3rd day of March, 2023.

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11.25.23
Notary ID: 636110

Vickie Utterback
VICKIE UTTERBACK

STATE OF Kentucky

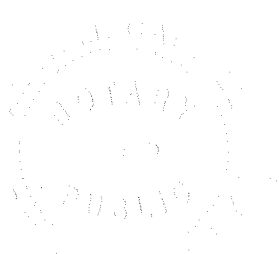
COUNTY OF Rowan

I, Aron M. Caudill, a Notary Public of the State aforesaid, certify that Vickie Utterback, personally appeared before me this day and acknowledged the execution of the foregoing Amended and Restated Access and Utility Easement in her individual capacity.

WITNESS my hand and official stamp or seal, this the 3rd day of March, 2023.

(Seal)

Aron M. Caudill
Notary Public
My Commission Expires: 11.25.23
Notary ID: 636110



GRANTEE:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: _____

Name: _____

Title: _____

[Handwritten Signature]
JEROME FEHR
MANAGER

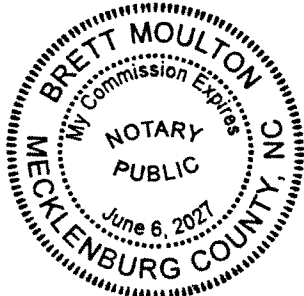
STATE OF North Carolina

COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Jerome Fehr, as Manager of Hummingbird Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by [him/her] in such capacity.

WITNESS my hand and official stamp or seal, this the 30 day of March, 2023

(Seal)



[Handwritten Signature]

Notary Public
My Commission Expires: June 6, 2027
Notary ID: N/A

This Instrument Prepared By:

[Handwritten Signature]

Susannah Ragab
Recurrent Energy
98 San Jacinto Blvd.,
Suite 750
Austin, TX 78701

Exhibit A

Grantor Parcel

That certain real property located in Fleming County, Kentucky, identified as Tax Parcel No. 069-00-00-030.00 as further described below:

Beginning at an iron pin & cap set corner to John Anthony Utterback & Lyle B. Utterback DB 185, Pg 684, in the line of James & Ruby Mineer DB 245 Pg 290 and the southeast corner of Lyle B. & Vickie Utterback DB 152, Page 626; Thence with the Utterback Line N 04-46-54 E 236.61' to an iron pin & cap set new corner to Utterback Tracts 2 & 3; Thence with the new division line of Utterback Tracts 2 & 3 N 59-59-57 E 165.79' to an iron pin & cap set new corner to Utterback Tracts 2 & 3; Thence continuing with the new division line of Utterback Tracts 2 & 3 N 24-42-10 W 269.83' to an iron pin & cap set new corner to Utterback Tracts 2 & 3; Thence S 59-41-26 W (passing an iron pin & cap set at 239.60') a total distance of 265.50' to a point in the centerline of Carpenter Road new corner to Utterback Tracts 2 & 3; Thence with said road N 03-15-43 E 133.47'; Thence continuing with said road along a curve to the left having a radius of 731.50' and a chord bearing and distance of N 06-36-35 W 265.54'; Thence N 18-34-24 W 181.92'; Thence along a curve to the left having a radius of 2479.73' and a chord bearing and distance of N 16-43-15 W 5.11' to a point in said road new corner to Utterback Tracts 1 & 2; Thence along the new division line of Tracts 1 & 2 N 65-47-08 E (passing an iron pin & cap set at 20.00' and at 1000.00') a total distance of 1863.66' to a ½" iron pin & cap found (Williams 316) at the southwest corner of Roger Steven Utterback DB 188, Pg 558; Thence with Utterback Line N 74-50-17 E 235.80' to a ½" iron pin & cap found (Williams LS 316) at the south east corner of Utterback DB 188, Pg 558 on the west side of JM Clary Lane in the line of Roscoe Nolan Miller CDB 7 Pg 198; Thence with the Miller and Mineer line S 03-46-33 W (passing an iron pin & cap set at 384.31') a total distance of 1384.31' to an iron pin & cap set in the line of James & Ruby Mineer DB 245 Pg 290; Thence with the Mineer Line N 85-49-43 W 844.77' to an iron pin & cap set corner to Utterback & Mineer; Thence continuing with the Mineer line S 12-22-54 W 541.72' to an iron pin & cap set corner to Utterback & Mineer; Thence N 88-15-37 W 616.66' to the point of beginning containing 46.82 acres according to the survey by Travis A. McGlone PLS 3919 of Buffalo Trace Surveying LLC 3/21/2013.

Bearings coordinated to Kentucky State Plane Coordinate System NAD 83 North Zone. All iron pin & caps set were ½" x 18" rebar with an orange plastic cap stamped "T. McGlone PLS 3919."

All mag nails set were 2-1/4" with a 1-1/2" brass washer stamped "T. McGlone PLS 3919."

Property subject to all legal right of ways, easements of record and unrecorded conveyances.

Property subject to all utilities.

Property subject to existing right of way for Carpenter Road for benefit of the Fleming County Fiscal Court Ordinance Order 05-005, published 1/26/2005 (40' total RMI).

Property subject to an undivided interest to JM Clary Lane as recorded in DB 185, Pg 684.

AND

BEGINNING at a point corner of County Road and Crump property; thence North 9 deg. East 160.7 feet to a stake; thence North 64 deg. East 227.6 feet to a stake; thence South 9 deg. 55' West 284 feet to a stake; thence North 83 deg. 30' West 102 feet to the beginning, and containing 0.94 Acre.

Together with an easement for the purpose of ingress and egress across the John and Derma F. Utterback property which is more particularly described as follows:-

There is a 20 foot wide easement for the purpose of access through the land of John Utterback, the center of said easement begins North 9 deg. East a distance of 10.0 feet from the Northwesterly corner of said lot; thence North 64 deg. East a distance of 227.6 feet to a point 10.0 feet from the Northeasterly corner of said lot.

Being a portion of the land conveyed to John Utterback an Dorma F. Utterback, his wife, from L. L. Emmons and Theresa Emmons, his wife, and William B. Mineer and Janice Mineer, his wife, by deed dated the 26th day of March, 1973, and recorded in D.B. 135, Page 753, Fleming County Court Clerk's Office.

Being a portion of the land conveyed to Grantor by Deed dated September 7, 2013, recorded September 13, 2013 in Book 251, Page 473, Official Public Records, Fleming County, Kentucky, and by Deed dated May 7, 1981, recorded May 21, 1981 in Book 152, Page 626, Official Public Records, Fleming County, Kentucky.

Tax ID No.: 069-00-00-030.00

Exhibit B

Access and Utility Easement Area and Temporary Construction Easement Area

Legal description and plat of Access and Utility Easement Area and Temporary Construction Easement Area shall replace the depiction below when available
(see Section 10 of the Easement regarding replacement of this exhibit)

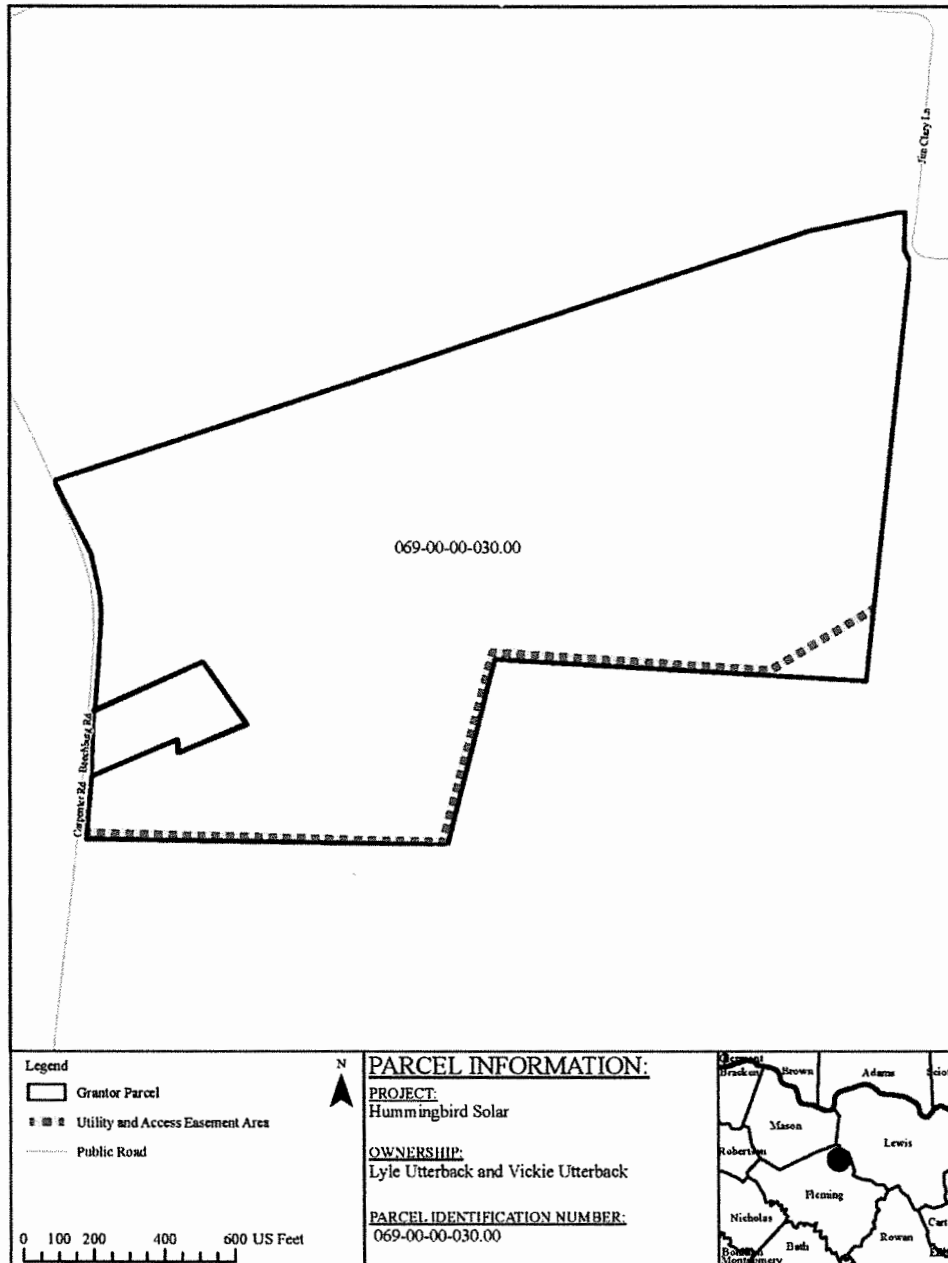


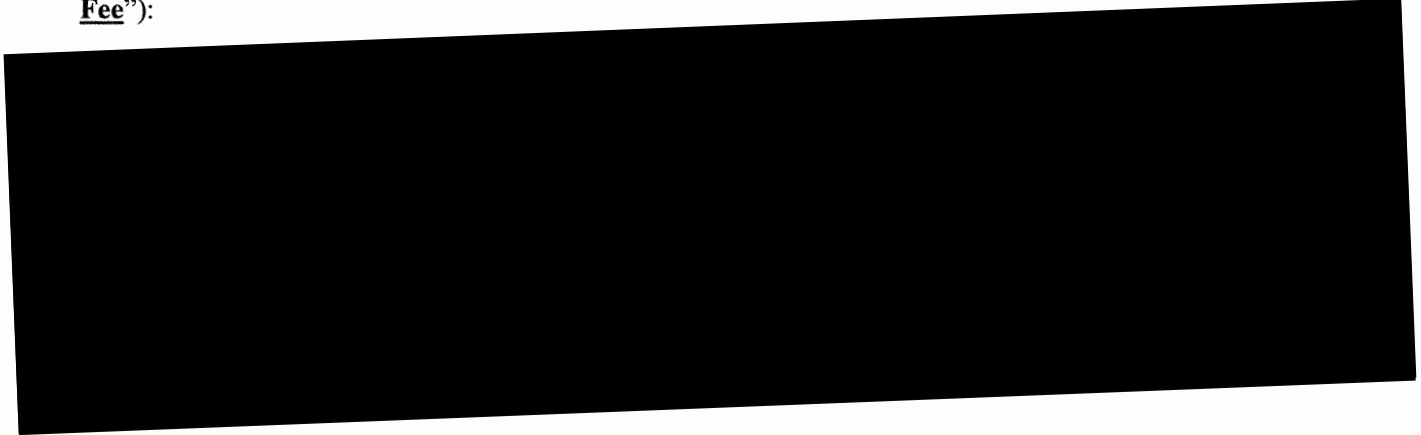
Exhibit C

Easement Fee

DO NOT RECORD THIS EXHIBIT

This **Exhibit C** shall be made a part of that certain Amended and Restated Access and Utility Easement (the "**Easement**") by and between Lyle B. Utterback and Vickie Utterback, husband and wife ("**Grantor**"), and Hummingbird Solar LLC ("**Grantee**") dated as of _____, 2023.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):



Notwithstanding the foregoing, if Grantee has not yet received from Grantor any SNDA that is required by the terms of Section 5 prior to the date that is ten (10) business days prior to the date that the Easement Fee is due, the applicable due date for the Easement Fee shall be extended to the date that is ten (10) business days following the date that Grantee receives such required SNDA.

Exhibit D

Notice Information

DO NOT RECORD THIS EXHIBIT.

Grantor: Lyle B. Utterback and Vickie Utterback
2284 Carpenter Rd.
Wallingford, KY 41093
Phone Number: [REDACTED]
Mobile: () -
Email: _____

Grantee: Hummingbird Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam
Phone Number: (980) 237-7926
Email: walter.putnam@geenexsolar.com