

Hummingbird Energy LLC
Responses to Siting Board Staff's Post-Hearing Request for Information
Case No. 2022-00272

Request No. 1:

Provide the entity that will employ the individuals responsible for compliance with a certificate of construction during construction and operation of the project if granted.

Response:

Recurrent Energy Development Holdings, LLC.

Responding Witness: Ben Kerr

Hummingbird Energy LLC
Responses to Siting Board Staff's Post-Hearing Request for Information
Case No. 2022-00272

Request No. 2:

Provide the entire corporate structure, or membership interests, of Hummingbird Energy.

Response:



Responding Witness: Ben Kerr

Hummingbird Energy LLC
Responses to Siting Board Staff's Post-Hearing Request for Information
Case No. 2022-00272

Request No. 3:

Provide the entire corporate structure of Recurrent Energy, LLC, including the corporate parent of Recurrent Energy, LLC.

Response:



Responding Witness: Ben Kerr

Hummingbird Energy LLC
Responses to Siting Board Staff's Post-Hearing Request for Information
Case No. 2022-00272

Request No. 4:

Refer to the Application, page 12, paragraph 27. Provide the entities with an ownership interest in Hummingbird Energy that were referenced as not having any environmental violations.

Response:

Hummingbird Energy LLC, Recurrent Energy Development Holdings, LLC, and Recurrent Energy, LLC.

Responding Witness: Ben Kerr

Hummingbird Energy LLC
Responses to Siting Board Staff's Post-Hearing Request for Information
Case No. 2022-00272

Request No. 5:

Provide the assignment of the leases, easements, and options for the project from Hummingbird Solar, LLC to Hummingbird Energy.

Response:

Please see attached.

Responding Witness: Orla Lavender

Combined Assignment Documents to Hummingbird Energy, LLC

No.	Agreement Type	Landowner	APN	Assessed Acreage
1	Assignment	Sherri Griffith	069-00-00-035.00	80
2	Assignment	Melodye B. GalbreathBradley Edward Galbreath, andJames Thomas Galbreath	059-00-00-002.00	61
3	Assignment	Michael Hill and wife, Barbara L. Hill	058-00-00-033.00	73.42
4	Assignment	Duane R. Lowe and April Lowe	058-00-00-041.01	30
5	Assignment	Randall Meadows and Willa L. Meadows	080-00-00-005.01	30.811
6	Assignment	Ruby Mineer, Karen Mineer and Natalie Mineer	069-00-00-031.00	50
7	Assignment	Ruby Mineer	069-00-00-012.00 081-00-00-007.00	94
8	Assignment	Jason Schwartz	081-00-00-042.00	89.13
9	Assignment	Kelley Smith and Leslie Litzler	059-00-00-005.00	54.898
10	Assignment	Lyle B. Utterback and Vickie Utterback	069-00-00-030.00	47.82
11	Assignment	Andrew Woodson Graham	080-00-00-005.00	53.53
12	Assignment	Andrew T. Heflin	069-00-00-002.00	92.25
13	Assignment	Rick Hord and Teresa Hord	069-00-00-024.00	83.403
14	Assignment	Richard E. Lowe	058-00-00-035.00	132.47
15	Assignment	Keven L. O'Cull and Gwen D. O'Cull	080-00-00-003.00	112.8
16	Assignment	Ben Peachey and Judy Peachey	058-00-00-032.00 070-00-00-006.00	316
17	Assignment	Sandra D. Caudill-Mattox and Johnny Wayne Mattox	069-00-00-045.00	29.363
18	Assignment	Donald and Sharon Young	059-00-00-012.00	70.09
19	Assignment	Eric Carpenter and Aileen Carpenter	069-00-00-043.00	118
20	Assignment	Robert A. List and Cynthia G. List	058-00-00-015.00	229.29
21	Assignment	Dottie A. List and Robert A. List	058-00-00-024.00	138
22	Assignment	James C. Robinson and Mary M. Robinson	069-00-00-023.00	53.27
23	Assignment	Donohoo Rapp Properties, LLC	059-00-00-010.00	238
24	Assignment	Spencer Rapp and Rebecca Rapp	071-00-00-004.00	195.7

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Grantee, is a party to that certain Option Agreement for Easement dated August 28, 2020 (the “**Agreement**”), with Sherri Griffith, a married individual, as Grantor, pertaining to a portion of the land identified as Tax Parcel No. 069-00-00-035.00 containing approximately 80 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor’s rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.

2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

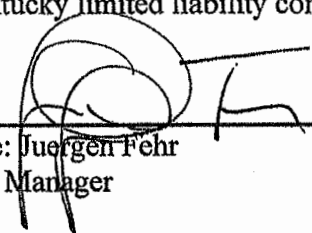
[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: 
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

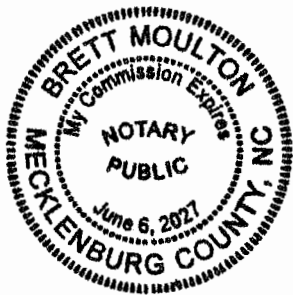
COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

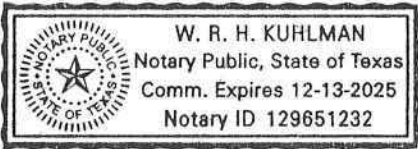
Hummingbird Energy LLC,
a Delaware limited liability company

By: [Signature]
Name: Spivey Paup
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L] 

[Signature]
Notary Public - State of Texas

My Commission Expires:
12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:
[Signature]

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

Exhibit A

The Land

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

TRACT NO. 1:

Located on the Beechburg Road (also known as Hussey Pike and Kentucky Highway No. 402) about four (4) miles northeast of Flemingsburg, Fleming County, Kentucky, and being more particularly described as follows, to-wit:

Parcel No. 1: A certain tract or boundary of land lying on the waters of Wilson Run in Fleming County, Kentucky and bounded generally as follows: On the North by the land of Patrick Fay's heirs and James Jessee; on the East by James Jessee and Arnold heirs; on the South by the Arnold heirs and Robert Weare, and on the West by the Fay heirs, containing in all 121 acres and 16 poles, more or less.

SAVE AND EXCEPT the following-described tract of land conveyed Madison Lowe by W. E. Lowe and Rosa Lowe, his wife, by deed dated January 25, 1954, of record in Deed Book 111 at Page 521, Fleming County Court Clerk's Office, to-wit:

A certain tract or parcel of land lying and being on the Southeastern side of the Wilson Run Beechburg Road, bounded and described as follows, viz: BEGINNING at a corner post at the Southeast corner of the division fence between Lowe and Carpenter and where the lands of Arthur Carpenter join the lands of the said W. E. Lowe; thence, northward with a line running parallel with the county road, to where the lands of Nesbit Asbury joins the lands of the said W. E. Lowe at a corner post on the East side thereof; thence with the division fence between Lowe and Asbury in a southeastern direction to the point of beginning, containing 60 acres, more or less.

Parcel No. 2: This being a part of the dower assigned by Mary Triplett in the division of the lands of G. B. Triplett, deceased, and described as follows:

BEGINNING at a stone in the road near the school house; thence with said road N 82¹/₄ W 5 54/100 poles to a stone in the line of Harriett Evans, deceased; thence with her line S 3-7/8 W 11-6/10 poles to a stone; thence with a line of Lot #4 of the division of said lands S 82¹/₄ E 56 16/100 poles to a stone on the edge of the road; thence N 11/2 W 11-6/10 poles to the beginning, containing four (4) acres.

Parcel No. 3: Being Lot #4 in the division of the lands of G. B. Triplett, deceased, and beginning at a stake corner to Lot #3 in Section 2 of said division, and corner to G. Arnold at Fig. 29 on the plat of said division; thence with a line of Section 2 N 1 1/2 W 56--96/100 poles to a stone corner to the dower timber land; thence with a line of same N 82 1/4 W 74-18/100 poles to a stone corner to Lot #3 Section 1; thence East 62-84/100 poles to a stone in the edge of the road, corner to same; thence N 3 3/4 W 9 58/100 poles to the beginning, containing 26 acres.

Being the same real estate conveyed to Raymond M. Hackworth and Bonita R. Hackworth, husband and wife, from Dennis Lowe, Sr., Administrator with the Will Annexed of the Estate of William E. Lowe, deceased, by deed dated January 3, 1966 and of record in Deed Book 123, Page 468, Fleming County Clerk's Office.

TRACT NO. 2:

A small tract or parcel of land located in Fleming County, Kentucky and being more particularly described as follows:

A small tract of land located in Fleming Co., Ky., on the waters of Wilson and bounded on the North by the Hussey pike; on the East by Maddison Lowe; on the South by Bumgardner; and on the West by Wilson Run Road, containing 11 Acres, more or less.

Being the same real estate conveyed to Raymond Hackworth and Bonita Hackworth, husband and wife, from Madison Lowe and Viola Lowe, husband and wife, by deed dated October 29, 1968 and of record in Deed Book 127, Page 243, Fleming County Clerk's Office.

TRACT NO. 3:

A tract of land located near Beechburg, Fleming County, Kentucky, with the improvements thereon and bounded and described as follows:

Parcel No. 1: BEGINNING at a set stone in the road running with the road S 70 W 62 poles to a corner in same road; thence S 20 E 66.6 poles to a stake upon the west side of a beech, which beech is a corner to Fielding Green and Clara Arbild; thence with Green's line N 68 E 63-3/4 poles, to a set stone corner to same in Jess DeBell's line; thence with same N 21-1/2 W 64.8 poles to the beginning, containing 25 acres, 2 quarters and 34 poles, more or less.

Parcel No. 2: BEGINNING at a stone; thence S 34-1/2 E 43 poles to two white oaks; thence 56 W 66 poles to a stone; thence N 34 W 86 poles to a beech tree marked ; thence N 68 E 65 poles to the beginning, containing 32-1/2 acres, more or less.

SAVE AND EXCEPT and not conveyed herein, a tract of land heretofore conveyed to Malcolm Bigelow and wife on October 6, 1956, and of record in Deed Book 116, Page 395, Fleming County Clerk's Office, said tract of land being more particularly described as follows:

A certain tract of land lying in Fleming County, Kentucky, on the Cold Spring Road and BEGINNING at a post in the fenceline next to the Cold Spring road; thence with an existing fenceline and with the line of the land belonging to the party of the Second Part, back from said road 90 feet to a post; thence following another fenceline and with the land of the party of the second part 16 feet to a post; thence following another fenceline and the land of party of the second part 40 feet to a post; thence in a line that is parallel with the Cold Spring Road 178.5 feet to a stake; thence with a line that is parallel with the 90 foot call above, 130 feet to the fenceline that fronts on the Cold Spring road; thence with the fenceline on the Cold Spring Road 162.5 feet to the beginning, containing one-half acre, more or less.

Being the same real estate conveyed to Raymond Hackworth and Bonita Hackworth, husband and wife, from R.T. Fearin and Mary Gardner, Co-Executors of the Estate of C.H. Fearin, deceased, by deed dated March 1, 1972 and of record in Deed Book 133, Page 385, Fleming County Clerk's Office.

TRACT NO. 4:

All that certain tract of land lying and being in Fleming County, Kentucky, on the Mt. Cannel and Beechburg Turnpike and bounded as follows:

BEGINNING in center of Mt. Carmel, Beechburg turnpike; thence leaving road with Dr. Wallingford's line N 87-3/8 E 40.16 rods to a post at end of picket fence; thence N 59-1/2 W 2 rods to a post, corner to Thomas Power; thence with his line S 50-1/8 W 136.96 rods to a set stone, to Mrs. Wrightman, and in Mrs. Turner's line; thence with her line S 40 E 56 rods to a point at turn in old road; thence N 57-1/2 E 29.88 rods to a post; thence S 59 E 73.12 rods to a set stone on West side of road; thence up said road N 7-1/2 E 14.04 rods; N 10-1/4 E 72 rods; N 4-3/4 E 62.52 rods to the beginning, containing 80 acres, and 25 square rods.

ALSO, a certain passway or tract of land being near Mt. Carmel, Kentucky, in Fleming County, KY, bounded generally as follows:

BEGINNING at the Marshall turnpike; thence in a westerly direction to the land of Mrs. Mary A. Power, a distance of _____ feet, more or less, and lying between the farms of the late Robert Marshall and the farm of Dr. A.M. Wallingford and Son, and being 16 feet wide said passway being described in the deed from Mrs. Alice F. Glascock to Dr. A.M. Wallingford and Son as follows: thence N 88 W parallel to the Marshall line and 16 feet from it 40.6 poles to a point at a turn in the old Poplar Plains dirt road and 16 feet from Marshall's corner. Reference is made to said lines in said deed recorded in Deed Book 60, page 163, for more particular description.

Being the same real estate conveyed to Raymond Hackworth and Bonita Hackworth, husband and wife, from William T. Walton, Special Commissioner of the Fleming Circuit Court by deed dated April 20, 1978 and of record in Commissioner's Deed Book 5, Page 163, Fleming County Clerk's Office.

All of the above tracts also being the same property in which Bonita R. Hackworth, married, conveyed all her undivided one-half (one-half) interest unto Raymond M. Hackworth, married, by deed dated March 9, 1994, and recorded in Deed Book 181, Page 385, Fleming County Clerk's Office.

Bonita R. Hackworth referred to herein is one and the same person as Bonita Hackworth, and Raymond M. Hackworth referred to herein is one and the same person as Raymond Hackworth.

Tax ID No.: 069-00-00-035.00

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Grantee, is a party to that certain Access and Utility Easement dated July 7, 2020, as amended by that certain Amended and Restated Access and Easement dated September 15, 2022 (collectively, the “**Agreement**”), with Melodye B. Galbreath, in her capacity as executrix of the Mary Ann Brewer Estate, Melodye B. Galbreath, a married woman in her individual capacity, Bradley Edward Galbreath, a married man, and James Thomas Galbreath, a married man, collectively as Grantor, pertaining to a portion of the land identified as Tax Parcel No. 059-00-00-002.00 containing approximately 61 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. The Agreement is recorded in the Recorder’s Office of Fleming County, Kentucky, in Book EA22, at Page 594.

C. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor's rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.
2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: _____
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

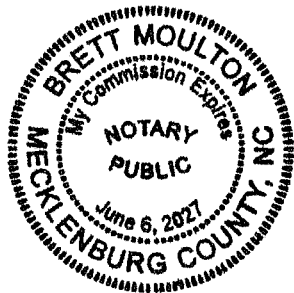
COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.

Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

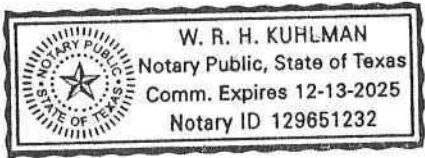
Hummingbird Energy LLC,
a Delaware limited liability company

By: [Signature]
Name: Spivey Paup
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L] 

[Signature]
Notary Public - State of Texas

My Commission Expires:
12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:

[Signature]

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

Exhibit A

The Land

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

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Grantee, is a party to that certain Access and Utility Easement dated February 12, 2020 (the “**Agreement**”), with Michael Hill and Barbara L. Hill, husband and wife, as Grantor, pertaining to a portion of the land identified as Tax Parcel No. 058-00-00-033.00 containing approximately 73.42 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor’s rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.

2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.


[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

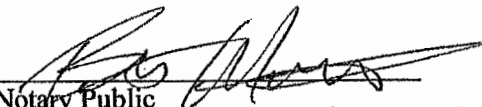
By: 
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

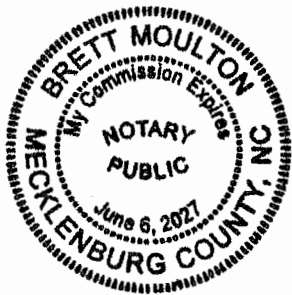
STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public
My Commission Expires: June 6, 2027

[SEAL]




[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

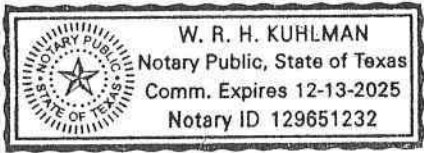
Hummingbird Energy LLC,
a Delaware limited liability company

By: 
Name: Spivey Paup
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL] 


Notary Public - State of Texas

My Commission Expires:
12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

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:

TRACT NO. 1 A certain tract of land situated and being on the waters of Fleming Creek, beginning at a set stone upon the north side of the road opposite the Northwest corner of the orchard and corner to the land heretofore conveyed to Nancy B. Coryell; thence with her line S 20-1/4 E 26 poles to a set stone at the Southwest corner of the orchard; thence S 83-1/2 E 12.6 poles to a set stone at the bars of the stable; thence S 18-1/8 E 35.8 poles to a set stone in the woods; thence N 69-3/4 E 54 poles to a set stone in the center of the old Clover Road, also in the line of the Nash farm; thence dividing the road equally S 18-3/4 E 65.3 poles to a stake corner to Jon Carpenter; thence with his line West 129.1 poles to a stake in a drain in the old Strode land; thence N 92-1/4 poles to a set stone E of the pond in the center of the fence; thence N 69-3/4 E 24.6 poles to the beginning, containing 50 acres. There is EXCEPTED and not conveyed in the above boundary a passway 15 feet wide heretofore sold to C. S. Norton.

TRACT NO. 2 BEGINNING at a set stone upon the North side of the road opposite the N.E. corner of the orchard and corner to the land conveyed to Mrs. Lula K. Caldwell; thence with her line S 20-1/4 E 21 poles to a set stone at the S.W. corner of the orchard; thence S 83-1/2 E 13.6 poles to a set stone at the bars of the stable lot; thence S 18-1/8 E 35.8 poles to a set stone in the woods; thence N 69-3/4 E 54 poles to a set stone in the old closed road, also in the line of the Nash farm; thence dividing said road equally as it meanders N 18-3/4 W 5.7 poles to a turn; thence N 22-1/4 W 49-1/4 poles to a stake, corner to the home tract of Mrs. Eliza Strode; thence N 10-1/8 W 12.6 poles; thence with line of same along North side of the road S 69-3/4 W 67 poles to the beginning, containing 26 acres.

(The above description is intended to include Lots No. 11 and 12 as described on a Plat which is recorded in Deed Book 133, Page 784, and further is intended to include a strip of land excepted out of Deed to Wendell L. Earls and Judy L. Earls, his wife from Clarence E. Jones and Chester J. Jones, dated November 14, 1977, recorded in Deed Book 144, page 766; said strip having been excepted out of Lot No. 6, on Plat recorded in Deed Book 133, page 784, and is 16 feet in width commencing in the center of the Mattox Pike and extending S 15 deg. E 150 feet along the boundary line of Lot No. 5 as shown on the aforementioned Plat, all of record in the Fleming County Clerk's office.)

THERE IS EXCEPTED from the foregoing Lots No.'s 1,2,3,4,5,6,7,8,9 and 10 as described on Plats recorded in Deed Book 133, Page 785 and Deed Book 132, Page 311, Fleming County Clerk's Office.

Being that certain land conveyed to Lessor pursuant that certain Deed dated January 7, 1998, recorded January 12, 1998 in Book 192, Page 52, Official Public Records, Fleming County, Kentucky.

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Grantee, is a party to that certain Access and Utility Easement dated July 20, 2020 (the “**Agreement**”), with Duane R. Lowe, a married individual, as Grantor, pertaining to a portion of the land identified as Tax Parcel No. 058-00-00-041.01 containing approximately 30 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor's rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.
2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.


[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company


By: 
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

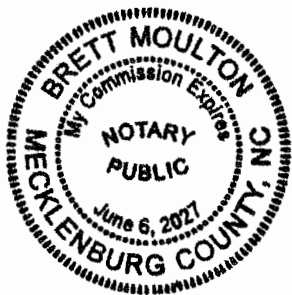
COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

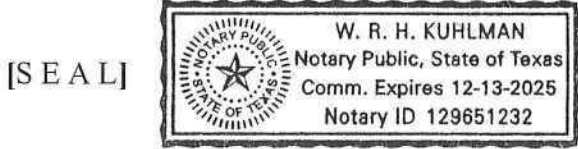
By: 


Name: Spivey Paup
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.




Notary Public - State of Texas

My Commission Expires:
12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

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

Beginning at an iron pin set in the right-of-way line of KY Hwy 3301 a corner to the William and Gilberta Colgan property (D.B. 171, page 614); thence N 04 deg. 36 min. 28 sec. E, 1001.02 feet with the Colgan line to an iron pin set a corner to the Colgan property; thence N 04 deg. 19 min. 46 sec. E, 1589.74 feet with the Colgan line to an iron pin set a corner to the Colgan property and the Mary Sayre property (D.B. 160, page 348); thence with the Sayre line for the following calls; thence S 86 deg. 28 min. 02 sec. E, 442.81 feet to an iron pin set; thence N 21 deg. 35 min. 50 sec. W, 92.72 feet to an iron pin set at a 14" Elm; thence N 20 deg. 56 min. 08 sec. W, 130.57 feet to a P.K. Nail set in a 24" Walnut; thence N 28 deg. 08 min. 46 sec. W, 108.81 feet to an iron pin set at a 12" Triple Hickory; thence N 32 deg. 05 min. 57 sec. W, 97.82 feet to an iron pin set; thence N 18 deg. 09 min. 41 sec. W, 58.47 feet to an iron pin set; thence N 15 deg. 34 min, 20 sec. W, 237.22 feet to an iron pin set a corner to the Sayre property and the David and Mary Lindberg property (D.B. 164, page 664); thence N 86 deg. 26 min. 27 sec. E, 25.09 feet with the Lindberg line to an iron pin set a corner to the Lindberg property; thence S 88 deg. 36 min. 46 sec, E, 287.08 feet with the Lindberg line to an iron pin set a corner to the Lindberg property and the remainder of the Shirley Brewer property (D.B. 144, page 159); thence with the Brewer line for the following calls; thence S 00 deg. 32 min. 15 sec. W, 668.13 feet to an iron pin set; thence S 05 deg. 56 min. 32 sec. W, 1099.48 feet to an iron pin set; thence S 04 deg. 58 min. 39 sec. W, 1521.00 feet to an iron pin set in the right-of-way line of KY Hwy 3301 a corner to the Brewer property; thence with the right-of-way line of KY Hwy 3301 for the following calls; thence N 80 deg. 34 min. 38 sec. W, 97.42 feet to an iron pin set; thence N 82 deg, 59 min. 40 sec. W, 172.40 feet to an iron pin set; thence N 83 deg. 43 min. 01 sec. W, 170.18 feet to the point of beginning containing an area of 1,306,624.9 square feet (30.00 Acres).

This parcel of land was surveyed by Alan Justice Engineering and Surveying, Inc. during the month of July 2001. All iron pins set arc 1/2" rebar marked with I.D. caps. The basis of bearing for this survey was a parent tract bearing off the South East side of the Brewer property and the North West side of the Mark IV properties (D.B. 189, Page 3) (S 02 deg. 00 min. 00 sec. W). This is a Class B survey and the unadjusted error of closure of the random traverse was 1 in 18,949.

A plat of said property is recorded in Plat Cabinet 2, Slide 56 Fleming County Clerk's Office to which reference is made for a more particular description.

Being that certain land conveyed to Grantor pursuant that certain Deed dated August 31, 2001, recorded August 31, 2001, in Book 208, Page 691, Official Public Records, Fleming County, Kentucky.

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Grantee, is a party to that certain Access and Utility Easement dated July 7, 2020, as amended by that certain Amended and Restated Access and Easement dated January 6, 2023 (collectively, the “**Agreement**”), with Randall Meadows and Willa L. Meadows, as Grantor, pertaining to a portion of the land identified as Tax Parcel No. 080-00-00-005.01 containing approximately 30.811 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. The Agreement is recorded in the Recorder’s Office of Fleming County, Kentucky, in Book EA22, at Page 608.

C. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor's rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.
2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: _____
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

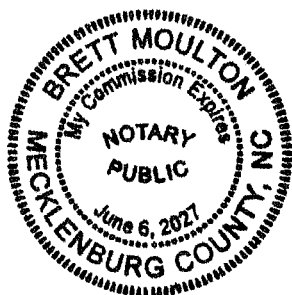
COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.

Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

By: 

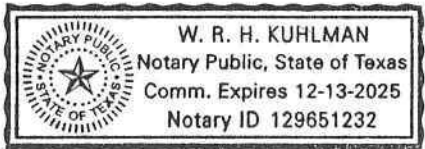
Name: Spivey Paup
Title: Vice President


ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]




Notary Public - State of Texas

My Commission Expires:
12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

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 ½" re-bar with an orange plastic cap stamped "PROPERTY CORNER, R.A. WRIGHT, L.S. #2808". All witness iron pins set this survey are ½" 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.

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Grantee, is a party to that certain Access and Utility Easement dated January 15, 2020, as amended by that certain Amended and Restated Access and Easement dated February 14, 2023 (collectively, the “**Agreement**”), with Natalie Mineer, a single person, Ruby Mineer, surviving spouse of James Mineer, and Karen Mineer, surviving spouse of Darrell Mineer, collectively as Grantor, pertaining to a portion of the land identified as Tax Parcel No. 069-00-00-031.00 containing approximately 50 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. The Agreement is recorded in the Recorder’s Office of Fleming County, Kentucky, in Book EA22, at Page 637.

C. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor's rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.
2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

[Signatures on following page]

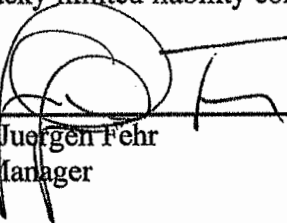
[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: _____
Name: Juergen Fehr
Title: Manager

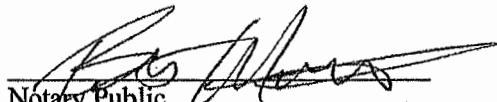


ACKNOWLEDGMENT

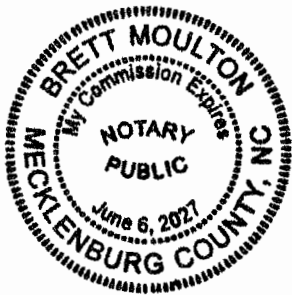
STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public
My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

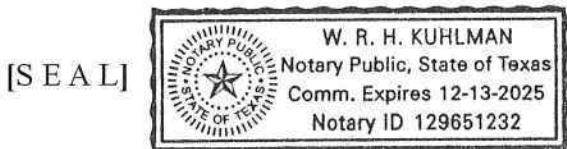
Hummingbird Energy LLC,
a Delaware limited liability company

By: [Signature]
Name: Spivey Paup
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public - State of Texas

My Commission Expires:
12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:

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

Exhibit A

The Land

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. _ 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 some 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

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Grantee, is a party to that certain Access and Utility Easement dated January 15, 2020, as amended by that certain Amended and Restated Access and Easement dated February 15, 2023 (collectively, the “**Agreement**”), with Ruby Mineer, surviving spouse of James Mineer, as Grantor, pertaining to a portion of the land identified as Tax Parcel Nos. 069-00-00-012.00 and 081-00-00-007.00 containing approximately 95 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. The Agreement is recorded in the Recorder’s Office of Fleming County, Kentucky, in Book EA22, at Page 608.

C. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor's rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.
2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

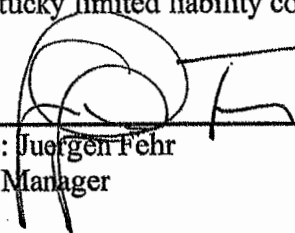
[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company


By: 
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public
My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

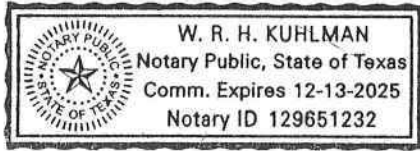
By: [Signature]
Name: Spivey Paup
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]



[Signature]
Notary Public - State of Texas

My Commission Expires:

12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:

[Signature]

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

Exhibit A

The Land

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

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Grantee, is a party to that certain Access and Utility Easement dated January 15, 2020 (the “**Agreement**”), with Jason Schwartz, a married individual, as Grantor, pertaining to a portion of the land identified as Tax Parcel No. 081-00-00-042.00 containing approximately 89.13 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor’s rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.

2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: _____

Name: Juergen Fehr

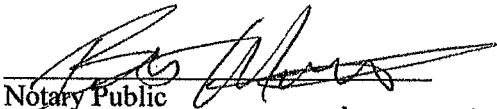
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

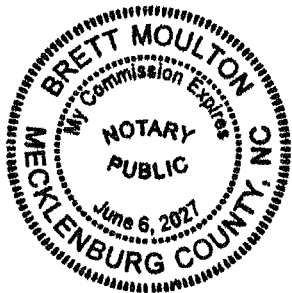
I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.



Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

By: _____

Name: Spivey Paup

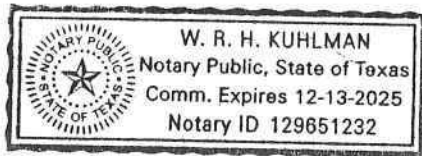
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]



Notary Public - State of Texas

My Commission Expires:

12-13-2025

WRH KUHLMAN

Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:

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

Exhibit A

The Land

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 Mineer 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.

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Grantee, is a party to that certain Access and Utility Easement dated January 29, 2020, as amended by that certain Amended and Restated Access and Easement dated March 30th, 2023 (collectively, the “**Agreement**”), with Kelley Smith, a married individual, Leslie Litzler, a divorced and unmarried individual, collectively as Grantor, pertaining to a portion of the land identified as Tax Parcel No. 059-00-00-005.00 containing approximately 54.898 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. The Agreement is recorded in the Recorder’s Office of Fleming County, Kentucky, in Book _____, at Page _____.

C. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor's rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.
2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: _____
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

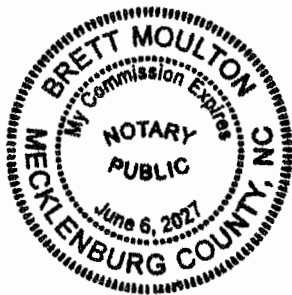
COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.

Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

By: 

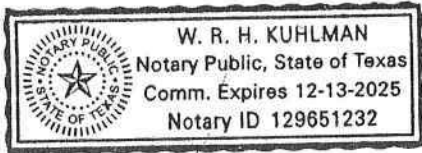
Name: Spivey Paup
Title: Vice President


ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]




Notary Public - State of Texas

My Commission Expires:

12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

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 rebar 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

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Grantee, is a party to that certain Access and Utility Easement dated January 15, 2020, as amended by that certain Amended and Restated Access and Easement dated March 30th, 2023 (collectively, the “**Agreement**”), with Lyle B. Utterback and Vickie Utterback, husband and wife, as Grantor, pertaining to a portion of the land identified as Tax Parcel No. 069-00-00-030.00 containing approximately 47.76 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. The Agreement is recorded in the Recorder’s Office of Fleming County, Kentucky, in Book _____, at Page _____.

C. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor's rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.
2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.


[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: 
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

By: 

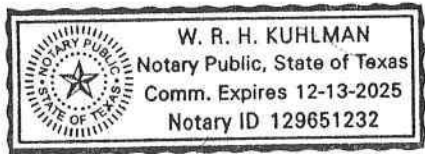
Name: Spivey Paup
Title: Vice President


ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]




Notary Public - State of Texas

My Commission Expires:
12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

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 Northwesternly corner of said lot; thence North 64 deg. East a distance of 227.6 feet to a point 10.0 feet from the Northeastly 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**

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Tenant, is a party to that certain Option and Solar Ground Lease Agreement dated December 9, 2019 (the “**Agreement**”), with Andrew Woodson Graham, a single man, as Landlord, pertaining to a portion of the land identified as Tax Parcel No. 080-00-00-005.00 containing approximately 53.5 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor’s rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.

2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

[Signatures on following page]

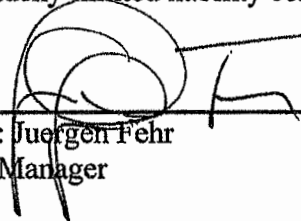
[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: _____
Name: Juergen Fehr
Title: Manager

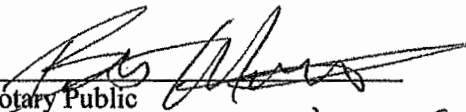


ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

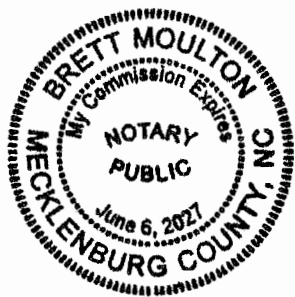
COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.



Notary Public
My Commission Expires: June 6, 2027

[SEAL]




[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

By: 

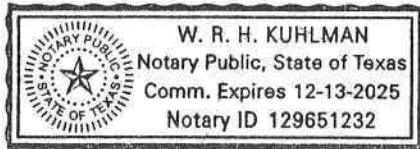
Name: Spivey Paup
Title: Vice President


ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]




Notary Public - State of Texas

My Commission Expires:

12-13-2025

WRH KUHLMAN

Printed Name of Notary Public

Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

A certain tract or parcel of land lying and being in Fleming County, Kentucky on the North side of the Mt. Carmel-Foxport Road and being more particularly described as follows:

Beginning at a ½" steel rebar (found this survey) with plastic cap stamped "Property Corner, Roy A. Wright, PLS 2808", corner to Michael A. Hughes (D.B. 229, Pg. 187) and Randall Meadows (D.B. 206, Pg. 527); thence with said Hughes the following five calls S 07°51'49" W a distance of 905.86' to a ½" steel rebar (found this survey) with plastic cap stamped "Property Corner, Roy A. Wright, PLS 2808", by fence post; thence S 19°40'52" W a distance of 346.94' to a ½" steel rebar (found this survey) with plastic cap stamped "Property Corner, Roy A. Wright, PLS 2808" by fence post; thence S 33°43'31" W a distance of 313.64' to a ½" steel rebar (found this survey) with plastic cap stamped "Property Corner, Roy A. Wright, PLS 2808", by fence post; thence N 55°36'16" W a distance of 69.54' to a 1/2" steel rebar (set this survey) as reference pin with plastic cap stamped "Roy A. Wright, PLS 2808"; thence N 55°36'16" W a distance of 30.79' to a corner fence post, corner to Freddie Applegate (D.B. 213, Pg. 224); thence with said Applegate the following four calls N 38°18'19" W a distance of 216.16' to a ½" steel rebar (found this survey) with plastic cap stamped "Property Corner, Roy A. Wright, PLS 2808"; thence S 62°25'17" W a distance of 148.85' to a ½" steel rebar (found this survey) with plastic cap stamped "Property Corner, Roy A. Wright, PLS 2808"; thence N 52°09'24" W a distance of 153.42' to a ½" steel rebar (found this survey) with plastic cap stamped "Property Corner, Roy A. Wright, PLS 2808"; thence S 56°04'33" W a distance of 83.31' to a ½" steel rebar (found this survey) with plastic cap stamped "Property Corner, Roy A. Wright, PLS 2808", 30' from center of KY 344 in North right of way line (D.B. 91C, Pg. 326 & 327); thence with said North right of way line of KY 344 the following five calls N 43°37'26" W a distance of 170.87' to a point on survey (no monument set); thence N 39°48'06" W a distance of 298.88' to an iron pin (set this survey); thence with a curve turning to the left with an arc length of 435.35' with a radius of 1181.70' with a chord bearing of N 50°21'21" W with a chord length of 432.89' to a point on survey (no monument set); thence N 29°05'24" E a distance of 20.00' to a point on survey (no monument set); thence with a curve turning to the left with an arc length of 35.65' with a radius of 1201.70' with a chord bearing of N 61°45'36" W with a chord length of 35.65' to an iron pin (set this survey) in the West right of way line of Breeze Road (County Road No. 1025); thence with said right of way line the following nineteen calls N 71°52'08" E a distance of 37.44' to a point on survey (no monument set); thence with a curve turning to the left with an arc length of 114.33' with a radius of 145.91' with a chord bearing of N 49°25'12" E with a chord length of 111.43' to a point on survey (no monument set); thence N 26°58'17" E a distance of 91.18' to an iron pin (set this survey); thence N 26°58'17" E a distance of 155.50' to an iron pin (set this survey); thence N 19°05'00" E a distance of 135.12' to a point on survey (no monument set); thence with a curve turning to the right with an arc length of 125.48' with a radius of 540.32' with a chord bearing of N 25°44'12" E with a chord length of 125.20' to a point on survey (no monument set); thence N 32°23'23" E a distance of 13.83' to a point on survey (no monument set); thence with a curve turning to the right with an arc length of 107.87' with a radius of 271.18' with a chord bearing of N 43°47'08" E with a chord length of 107.16' to a point on survey (no monument set); thence N 55°10'53" E a distance of 138.67' to a point on survey (no monument set); thence with a curve turning to the left with an arc length of 216.29' with a radius of 706.79' with a chord bearing of N 46°24'53" E with a chord length of 215.44' to a point on

survey (no monument set); thence N 37°38'54" E a distance of 137.23' to a point on survey (no monument set); thence N 41°42'59" E a distance of 69.32' to an iron pin (set this survey); thence N 36°57'57" E a distance of 166.35' to an iron pin (set this survey); thence N 38°14'55" E a distance of 121.46' to a point on survey (no monument set); thence with a curve turning to the left with an arc length of 211.28' with a radius of 846.20' with a chord bearing of N 31°05'46" E with a chord length of 210.73' to a point on survey (no monument set); thence N 23°56'36" E a distance of 134.68' to a point on survey (no monument set); thence N 29°45'36" E a distance of 111.91' to a point on survey (no monument set); thence with a curve turning to the right with an arc length of 147.42' with a radius of 158.03' with a chord bearing of N 56°29'05" E with a chord length of 142.13' to a point on survey (no monument set); thence N 83°12'35" E a distance of 140.94' to an iron pin (set this survey); thence N 83°12'35" E a distance of 159.46' to an iron pin (set this survey) corner to said Randall Meadows (D.B. 206, Pg. 527); thence with said Meadows the following two calls S 07°19'49" W a distance of 1167.89' to an iron pin (set this survey) by corner post; thence N 86°07'29" E a distance of 144.38' to the point of beginning.

The above described parcel contains 53.53 acres as surveyed by Roy A. Wright Surveying, LLC, P.L.S. #2808, June 26, 2014. All iron pins set this survey are 1/2" x 18" steel re-bar with an orange plastic cap stamped "Roy A. Wright, P.L.S. #2808". All Bearings stated herein are oriented prior survey of Michael A. Hughes property by Roy A. Wright, PLS, May 15, 2005, using found iron pins as shown hereon.

The above described is subject to any and all right of ways and or easements whether shown herein or not. Being a part of the same land conveyed to Roscoe N. Miller, then single, by L.A. MacDonald end wife, by deed dated July 20, 1972, and recorded in Deed Book 134, Page 249; Roscoe N. Miller remarried his wife, Dorothy K. Miller, on February 14, 1974; Dorothy K. Miller died on July 18, 2000, leaving Roscoe N. Miller a single person on the date of his death on March 27, 2014; all of record in the Fleming County Clerk's Office.

Tax ID No.: 080-00-00-005.00

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Tenant, is a party to that certain Option and Solar Ground Lease Agreement dated September 25, 2019 (the “**Agreement**”), with Andrew T. Heflin, a single man, as Landlord, pertaining to a portion of the land identified as Tax Parcel No. 069-00-00-002.00 containing approximately 60 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor’s rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.

2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.

3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.

4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.

5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

7. This Assignment may be recorded.

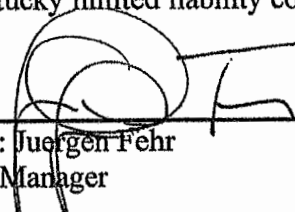
[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company


By: 
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

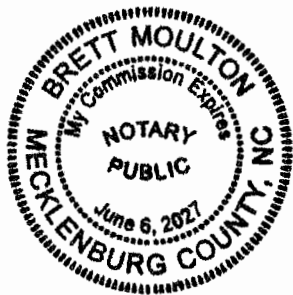
COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

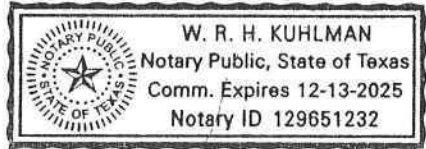
By: [Signature]
Name: Spivey Paup
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]



[Signature]
Notary Public - State of Texas

My Commission Expires:
12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:

[Signature]

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

Exhibit A

The Land

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

Beginning in center of Highway No. 344, corner to Carl Breeze; thence out center of Highway, S. 64 degrees 00' E. 989.5 ft. to corner to Nolan Miller. Thence leaving highway with his line, N. 42 degrees 50' E. 158.0 ft, to center of County Road. Thence out center of county Road N. 27 degrees 25' E. 298.0 feet; thence N. 16 degrees 05' E. 150.0 ft; thence N. 31 degrees 11' E. 145.0 ft; thence N. 51 degrees 47' E. 312.0 ft; thence N. 39 degrees 00' E. 247.6 ft. to corner to Donald Meadows. Thence leaving County Road with his line N. 4 7 degrees 00' W. 15 6. 5 ft., to Post. Thence N. 07 degrees 22' E. 1680.5 ft, to Post Corner to Walter Mattingly. Thence with his line N. 85 degrees 40' W. 1337 2 ft, to Post Corner to D.E. Foxworthy. Thence with his line, S. 19 degrees 50' W. 2105.0 ft, to Post Corner to Carl Breeze. Thence with his line, S. 71 degrees 17' E. 525.6 ft, to Post. Thence S. 25 degrees 40' W. 380.8 ft, to center of Highway No. 344. The Beginning. Containing 92.255 acres.

Being the same property conveyed to Andrew T. Heflin and Diana F. Hefline by deed from Melvin Lynch and Marjorie Lynch, dated February 12, 1982, and recorded in Deed Book 153, Page 697, Fleming County Clerk's Office. The second parties had their marriage dissolved by the Fleming Circuit Court in 1997, Civil Action No. 97-CI-00094.

Tax ID No.: **069-00-00-002.00**

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Tenant, is a party to that certain Option and Solar Ground Lease Agreement dated January 29, 2020 (the “**Agreement**”), with Rick Hord and Teresa Hord, his wife, as Landlord, pertaining to a portion of the land identified as Tax Parcel No. 069-00-00-024.00 containing approximately 83.403 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor’s rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.

2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

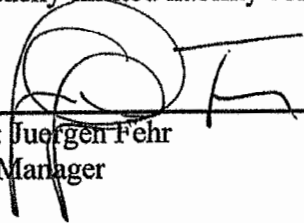
[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company


By: 
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

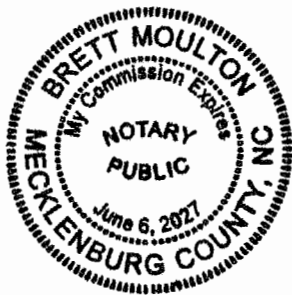
COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

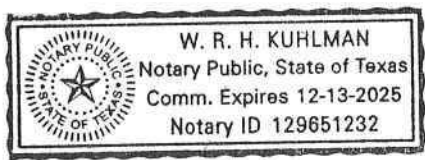
By: 

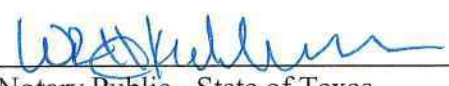
Name: Spivey Paup
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL] 


Notary Public - State of Texas

My Commission Expires:
12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

A tract of land on the waters of Turkey Run and on the Mt. Carmel and Flemingsburg Road in Fleming County, Kentucky, and bounded as follows:

BEGINNING at a point in the Flemingsburg-Mt Carmel Road corner to Geo Watts; thence with Watts S 27° 30' E 39.40 chs. to corner of Chas. Marshall; thence with Marshall N 51° E 26.02 chs. to a passway and corner to Brice Hinton; thence N 16° W 18.40 chs.; thence N 10° 30' E 93 chs.; thence S 76° W 3.15; thence N 24° 30' W 2.78, thence N 89° 18' W 1.23 chs.; thence N 48° 30' W 1.21 chs.; thence N 72° 30' W 3.02 chs.; thence N 10° 38' W 4.65 chs. to a point in the Mt. Carmel Road; thence with the road S 74° 30' W 9 chs. S 76° 15' W 12 chs. S 73° 30' W 2.80 chs. to the beginning, said tract containing 88.82 acre.

AND an easement to the barn retained and described in Deed Book 177, Page 600, Fleming County Court Records.

LESS AND EXCEPT that certain tract or parcel of land containing 5.4176 acres conveyed by James Thomas Esham and Mary Lewis Esham, husband and wife, to Lloyd T Shindlebower and Jane Shindlebower, husband and wife, dated September 8, 1993, recorded in Deed Book 177, Page 600, Fleming County Court Records

Tax ID No.: 069-00-00-024.00

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Tenant, is a party to that certain Option and Solar Ground Lease Agreement dated May 26, 2020 (the “**Agreement**”), with Richard E. Lowe, an unmarried person, as Landlord, pertaining to a portion of the land identified as Tax Parcel No. 058-00-00-035.00 containing approximately 132.47 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor’s rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.

2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

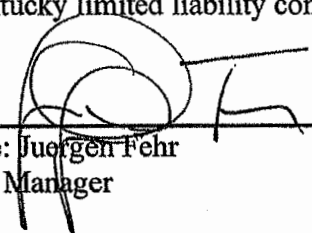
[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: 
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

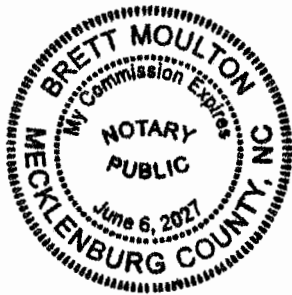
COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

By: 

Name: Spivey Paup

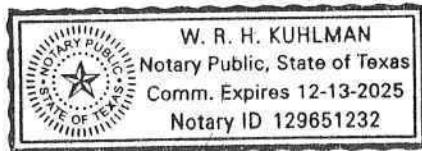
Title: Vice President


ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]




Notary Public - State of Texas

My Commission Expires:

12-13-2025

WRH KUHLMAN

Printed Name of Notary Public

Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

TRACT NO. 1:

Parcel No. 1: BEGINNING in the center of a lane at the South East corner of the Magowan farm; thence with this line west 22 poles and 11 links to a set stone; thence S 10 W 21 poles to a set stone; thence S 8 E 28 poles to middle of road 14 links back from a set stone; thence with said lane N 18 E 18 poles and 2 links to the beginning. Containing Three and one-quarter 0-1/4) acres.

Note: Reference was made to a certain deed in this tract's chain of title dated 04-18-07, at Deed Book 70, Page 308, for corrections to certain calls in the immediately preceding deed in this chain.

Parcel No. 2: A certain tract of land lying on the waters of Fleming Creek in Fleming County, Kentucky and bounded as follows:

BEGINNING at N.W. corner of Mrs. Maddox's house lot & in line of John Caldwell land; thence N 86-3/4 W 51-2/10 poles to a set stone; thence S 9-7/8 E 58 poles to a new stone under the fence and corner to the lands retained by first party; thence a new line S 86-3/4 E 84-6/10 poles to center of pike; thence with same N 18 W 42-2/10 poles to a stake on center of pike corner to house lot; thence with lines of same S 85 W 28-4/10 poles; S 4-5/8 W 21-3/10 poles to the beginning. Containing 25 acres.

Note: Reference was made to a certain deed in this tract's chain of title dated 0207-19, at Deed Book 83, Page 255, for corrections to certain calls in the immediately preceding deed in this chain.

Being the same property conveyed to Richard E. Lowe and Donna Lowe, husband and wife, from Houston Duff, widower, et als, by deed dated May 24, 1994, and recorded in Deed Book 179, Page 480, Fleming County Clerk's Office.

TRACT NO. 2:

This parcel of land is a portion of the Shirley Brewer property located on KY Hwy 3304 in Fleming County, Kentucky. The parent tract is on record in Deed Book 144, Page 724 located in the Fleming County Clerk's Office and is more exactly described as follows:

BEGINNING at an iron pin set a corner to the remainder of the Shirley Brewer property and the Duane Lowe property (Deed Book 208, Page 691); thence with the Lowe line for the following calls; thence N 05 deg. 56 min. 32 sec. E, 1069.26 feet to an iron pin found; thence N 00 deg. 32 min. 15 sec. E, 668.13 feet to an iron pin found a corner to the Lowe property and the David and Mary Lindberg property (Deed Book 164, Page 664); thence S 88 deg. 36 min. 46 sec. E, 63.13 feet with the Lindberg line to an iron pin set a corner to the Lindberg property and the Michael Hill property (Deed Book 210, Page 200); thence S 86 deg. 20 min. 39 sec. E, 834.81 feet with the Hill line to an iron pin set a corner to the Hill property and the Michael and Linda Hill property (Deed Book 192, Page 52); thence with the Michael and Linda Hill line for the following calls; thence S. 84 deg. 12 min. 39 sec. E 497.54 feet to an iron pin set; thence S 87 deg. 08 min. 53 sec. E, 384.21 feet to an iron pin set a corner to the Hill property and the Richard and Donna Lowe property (Deed Book 179, Page 480); thence S 09 deg. 03 min. 12 sec. E, 954.01 feet with the Lowe line to an iron pin set a corner to the Lowe property and the Robert Marshall property (Deed Book 115, Page 325); thence S 08 deg. 40 min 01 sec. E, 772.62 feet with Marshall line to an iron pin set a corner to the Marshall property and the Mark IV Properties and Rentals (Deed Book 189, Page 3, and Deed Book 201, Page 594); thence N 88 deg. 17 min. 29 sec. W, 865.26 feet with the line to the Mark IV Properties and Rentals to an iron pin set a corner to the Mark IV Properties and Rentals and the remainder to the Brewer property; thence N 86 deg. 47 min. 20 sec. W, 1295.64 feet with the Brewer line to the point of beginning containing an area of 3,358,714.4 square feet (77.11 Acres).

This parcel of land was surveyed by Alan Justice Engineering and Surveying, Inc.

during the month of December 2002. All iron pins set are rebar marked with I.D. caps. The basis of bearing for this was an adjoiners tract bearing off the North East side of the Mark IV Properties and Rentals. This is a Class B survey and the unadjusted error of closure of the random traverse was 1 in 30,947.

The above described property does not have access to a public roadway and the sole means of ingress and egress to the property is through property currently owned by the Parties of the Second Part as more particularly described in Deed Book 179, Page 480, Fleming County Clerk's Office.

Being the same property conveyed to Richard E. Lowe and Donna M. Lowe, his wife, from Shirley Brewer, single, by deed dated December 30, 2002, and recorded in Deed Book 213, Page 599, Fleming County Clerk's Office.

TRACT NO. 3

This parcel of land is a portion of the Shirley Brewer property located on Ky. Hwy. 3301 (Fleming-Beechburg Road) in Fleming County, Kentucky. The parent tract is on record in Deed Book 144, Page 724, located in the Fleming County Clerk's Office and is more exactly described as follows:

BEGINNING at an iron pin found a corner to the Richard and Donna Lowe property (Deed Book 213, Page 599) and the Mark IV Properties (Deed Book 189, Page 3); thence S 02 deg. 00 min. 00 sec. W, 732.43 feet with the Mark IV Properties line, the Jason and Christina Hamm line (Deed Book 201, Page 565 and Deed B. 215, Page 313), the Glen and Goldie Moore property (D.B. 196, Page 97), and the other Mark IV Properties line to an iron pin set a corner to the Mark IV Properties property and the remainder of the Shirley Brewer property (Deed Book 144, Page 724); thence N 89 deg. 25 min. 21 sec. W, 1337.52 feet with the Brewer line to an iron pin set a corner to the Brewer property and the Duane Lowe property (Deed Book 208, Page 691); thence with the line of the Duane Lowe property for the following calls: N 04 deg. 58 min. 39 sec. E, 763.90 feet to an iron pin found; thence N 05 deg. 56 min. 32 sec. E, 30.22 feet to an iron pin found a corner to the Duane Lowe property and the Richard and Donna Lowe property; thence S 86 deg. 47 min. 20 sec. E, 1295.64 feet with the Richard and Donna Lowe line to the point of beginning containing an area of 1004052.6 square feet (23.05 Acres). This parcel of land was surveyed by Alan Justice Engineering and Surveying, Inc. during the month of April 2005. All iron pins set are ½" rebar marked with I.D. caps. The basis of bearing for this survey was a parent tract bearing. This is a Class A survey and the unadjusted error of closure of the random traverse was 1 in 192,692.

Being the same property conveyed to Richard E. Lowe and Donna M. Lowe, his wife, from Shirley Brewer, single, by deed dated June 2, 2005, and recorded in Deed Book 223, Page 231, Fleming County Clerk's Office.

TRACT NO. 4

This parcel of land is a portion of the Shirley Brewer property located on Ky. Hwy. 3301 in Fleming County, Kentucky. The parent tract is on record in Deed Book 144, Page 724, located in the Fleming County Clerk's Office and is more exactly described as follows:

BEGINNING at an iron pin found a corner to the Richard and Donna Lowe property (Deed Book 223, Page 231) and the Mark IV Properties (D.B. 189, page 3); thence S 02 deg. 00 min. 00 sec. W, 402.42 feet with the Mark IV Properties line to an iron pin found a corner to the Mark IV Properties property and the Kenny and Karen Hunt property (Deed Book 225, Page 725); thence N 85 deg. 46 min. 19 sec. W, 407.32 feet with the Hunt line to an iron pin found a corner to the Hunt property and the remainder of the Shirley Brewer property; thence N 04 deg. 03 min. 04 sec. W, 377.59 feet with the Brewer line to an iron pin set a corner to the Brewer property and the Lowe property; thence S 89 deg. 25 min. 21 sec. E, 446.96 feet with the Lowe line to the point of beginning containing an area of 166003.5 square feet (3.81 Acres).

This parcel of land was surveyed by Alan Justice Engineering and Surveying, Inc. during the month of April 2007. All iron pins set are ½" rebar marked with I.D. caps. The basis of bearing for this survey was along the South East side of the Richard and Donna Lowe property. This is a Class A survey and the unadjusted error of closure of the random traverse was 1 in 156,346.

Being the same property conveyed to Richard E. Lowe and Donna M. Lowe, his wife, from Shirley Brewer, single, by deed dated September 14, 2007, and recorded in Deed Book 232, Page 286, Fleming County Clerk's Office.

Tax ID No.: 058-00-00-035.00

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Tenant, is a party to that certain Option and Solar Ground Lease Agreement dated October 22, 2019 (the “**Agreement**”), with Kevin L. OCull and Gwen D. OCull, as Landlord, pertaining to a portion of the land identified as Tax Parcel No. 080-00-00-003.00 containing approximately 112.80 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor’s rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.

2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

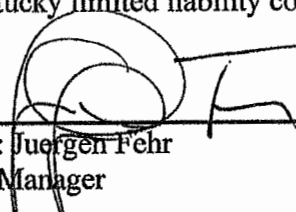
[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company


By: 
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public

My Commission Expires: June 6, 2027

[SEAL]

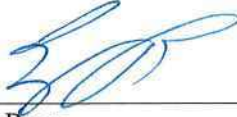


[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

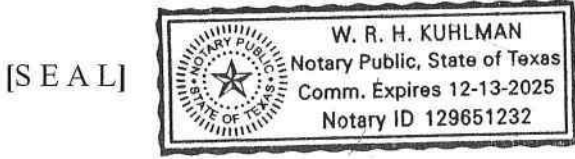
Hummingbird Energy LLC,
a Delaware limited liability company


By: 
Name: Spivey Paup
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.




Notary Public - State of Texas

My Commission Expires:
12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

TRACT NO. I: A certain tract of land lying in Fleming County, Kentucky, and bounded and described as follows:

BEGINNING at a set stone in a fork of the State Road corner to James Williams, now H. C. Breeze; thence with a line of same dividing the road equally N $19 \frac{3}{4}$ E 148 $\frac{1}{4}$ poles to a stake; thence N $28 \frac{1}{2}$ E to a thorn bush on the east side of the road; thence with division fence to a water gap across the North Fork; thence dividing the Creek equally to the line of Jesse Ruggles, now A. T. Warder, to a stake in the center of the creek; thence with the same W $65 \frac{3}{4}$ E 43 poles; S 59 E 12 poles; S $39 \frac{1}{2}$ E 19 poles; S $22 \frac{1}{4}$ E 14 poles; S $4 \frac{1}{2}$ E 20 poles; S $12 \frac{1}{2}$ W $10 \frac{3}{4}$ poles; S $47 \frac{3}{4}$ W 42 poles; S $30 \frac{1}{2}$ W 40 poles; S $\frac{1}{2}$ E 8 poles S 43 E $18 \frac{3}{4}$ poles to a stake in the center of the creek, corner to Roberts; thence with the center of a lane N $88 \frac{1}{2}$ W $164 \frac{2}{10}$ poles to the beginning, containing 112 $\frac{1}{2}$ acres and 35 poles.

Tract No. II: Another tract of land adjoining the above lying in the County of Lewis, Kentucky, and bounded as follows:- BEGINNING at a set stone on the North side of Creek in Ruggles' (now Warder's line); thence down the Creek 130 poles to a water gap at a set stone and wide enough to contain 1 $\frac{1}{2}$ acres, more or less.

Being the same land conveyed to Steve W. Wells and Oda Jean Wells, his wife by Troy Risner, et al, by deed dated September 28, 1970, and recorded in D.B. 131, Page 197; and Steve W. Wells having died on August 13, 1987, leaving the Grantor herein the sole owner thereof, all of record in the Fleming County Court Clerk's Office.

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Tenant, is a party to that certain Option and Solar Ground Lease Agreement dated September 10, 2019 (the “**Agreement**”), with Ben Peachey and Judy Peachey, as Landlord, pertaining to a portion of the land identified as Tax Parcel Nos. 070-00-00-006.00 058-00-00-032.00 containing approximately 316 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor’s rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.

2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

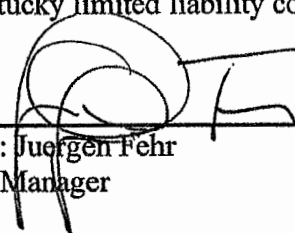
[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: 
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

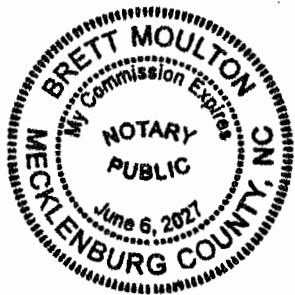
COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

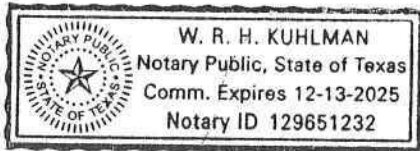
By: [Signature]
Name: Spivey Paup
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]



[Signature]
Notary Public - State of Texas

My Commission Expires:

12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:

[Signature]

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

Exhibit A

The Land

Tract 1:

Parcel 1: BEGINNING at an iron pin, said pin being a corner Wallace Coblentz and a point in the right way of the Mt. Carmel-Beechburg Road; thence with Wallace Colbentz line S 79° W for 2048.3 feet to iron pin; thence N 11° W for 590.7 feet; thence S 79° W for 2338.7 feet to iron pin; thence S 17° 06' E 1152.8 feet to a post; thence turning down the hill N 77° 32' E for 229.5', thence North 78° 06' E 300.08', thence N 77° 44' E for 300.0 feet; thence S 86° E for 39.2 feet to a point on the east side of branch; thence S 11° 57' E for 367.8 feet to a post; thence N 79° E for 2936.0 feet to an iron pin at the right of way of the Mt. Carmel-Beechburg Road; thence with said right-of-way N 13° 27' E for 700.0 feet; thence N 19° 52' E for 336.3 feet to the beginning and containing 110.00 acres.

THERE IS EXCEPTED FROM THE FOREGOING Parcel I approximately .843 acres which was conveyed to the Trustees of the Mt. Carmel Bible Fellowship Church on the 2nd day of November, 1987, by a deed recorded in Deed Book 164, Page 585, Fleming County Clerk's Office, Flemingsburg, Kentucky.

THERE IS FURTHER EXCEPTED FROM Parcel 1 a certain 36.9857 acre tract (subject to a retained right-of-way transferred to Peachey this day) in a deed to Joseph H. Sommers, et ux, by deed dated the 19th day of May 2005, and more particularly described as follows:

Being a 36.9857 acre tract of land and a portion of that large Tract of land conveyed William J. Yoder and Lydia Yoder Living Trust, William J. Yoder and Lydia Yoder, as Trustee(s), by deed from William J. Yoder and Lydia A. Yoder, dated the 8th day of August, 2003; off Parcel I therein and situated and located on the west side of the Mt. Carmel and Beechburg Road and being more particularly bound and described as follows:

Being at an iron pin with cap stamped JHP 723 set for the southeast property corner in the west right of way line of the Mt. Carmel and Beechburg Road common to Darrel P. Maddox, et al (D.B. 214, Page 92); thence with the line and property line fence of Maddox, S 78° 13' 28'' W a distance of 1584.60' to a wooden fence post found for the southwest property corner, thence with a division line and fence, N 11° 24' 25'' W a distance of 932.49' to a wooden fence post found for the northwest property corner common to remaining land of William J. Yoder, et al (D.B. 211, Page 257, Parcel I);

thence with the line of Yoder and then Daniel Esh, et ux (D.B. 176, Page 415), N 79° 17' 28'' E a distance of 1616.00' to a wooden fence post found for the southwest corner of the Bible Fellowship Church (D.B. 164, Page 585); thence with the line of the Church, S 76° 23' 19'' E a distance of 354.80' to an iron pin with cap stamped JHP 723 set for the northeast property corner in the west right of way line of the Mt. Carmel and Beechburg Road, thence with the right of way line of the road, S 17° 54' 43'' W a distance of 130.70' to an iron pin with cap set; thence continuing with the right of way of the highway, S 12° 57' 01'' W a distance of 700.01' back to the point of beginning, having an area of 1,511,096.4998 square feet, or 36.9857 acres more or less.

The above described 36.9857 acre tract of land is subject to any legal easements of record for access and utilities: including but not limited to an access and utility easement for the benefit of Yoder, their heirs and assigns as more particularly described in the deed from Yoder to Joseph H. Sommers and Rhoda Sommers, husband and wife, at Deed Book Page Fleming County Clerk's Office, dated May 17, 2005.

The bearings for the above described 36.9857 acre tract of land is based on the west line on the Bible Fellowship Church as surveyed by James H Pollitte PLS 723 in March 2005.

Parcel II: A certain access and utility casement located near Beechburg in Fleming County and more particularly, described as follows:

BEGINNING at the southeast property corner in the west right of way of the Mt. Carmel and Beechburg Road; thence with the south property line, S 78° 13' 28'' W a distance of 1327.54'' to wooden fence post; thence leaving the property

line, N 87° 18' 28" W a distance of 246.52' to a point in the west property line, located 62.33 feet from the southwest property corner; thence leaving the west property line, N 11° 24' 25" W a distance of 70.39'; thence S 45° 41' 42" E a distance of 78.21'; thence S 87° 57' 20" E a distance of 197.12'; thence N 78° 13' 26" E a distance of 936.72'; thence N 64° 27' 44" E a distance of 140.06'; thence N 77° 53' 20" E a distance of 126.11'; thence N 88° 24' 43" E a distance of 146.89' to the west right of way of the Mt. Carmel and Beechburg Road; thence with the right of way line, S 12° 33' 59" W a distance of 30.82' back to the point of beginning; having an area of 41615.83 square feet or 0.9555 acres more or less.

Said access utility easement was reserved by Yoder in the deed from William J. and Lydia Yoder Living Trust, with William J. Yoder and Lydia A Yoder, as Trustee(s), to Joseph H Sommers and Rhoda Sommers, husband and wife, by deed dated the 17 day of May, 2005, and of record in Deed Book 223 Page 6, Fleming County Clerk's Office.

Parcel III: A certain tract or parcel of land lying and being in Fleming County, Kentucky and which is more particularly described as follows:

BEGINNING at an iron rod corner to Daniel Coblentz; thence with Coblentz line S 79° 00' 00" W for 2338.70 feet to a corner of Coblentz and in the Delmar Earls line; thence with the Earls line N 17° 06' 00" W for 696.60 feet to a point across Fleming Creek and a corner of Emmons; thence with the Emmons line N 56° 24' 00" E for 290.00 feet; thence S 40° 10' 00" E for 22.10 feet; thence N 63° 01' 00" E for 638.00 feet to a post at Dan Esh corner; thence crossing creek S 16° 03' 00" E for 82.10 feet to a large ash tree on the South bank of Fleming Creek; thence S 80° 07' 00" E 71.40 feet; thence S 70° 04' 00" E for 163.00 feet; thence S 79° 41' 00" E for 252.40 feet; thence S 88° 30' 00" E for 260.10 feet; thence N 72° 02' 00" E for 175.00 feet; thence N 61° 50' 00" E for 269.20 feet; thence N 53° 20' 00" E for 280.40 feet to an iron rod corner of Dan Esh; thence up the hill with Dan Esh line S 11° 00' 00" W for 635.60 feet to Daniel Coblentz line at the beginning. Containing 31.120 acres.

TRACT I being a part of the same real estate conveyed William J. & Lydia Yoder Living Trust, with William J. Yoder and Lydia A Yoder as Trustee(s) from William J. Yoder and Lydia A Yoder, his wife, by deed dated the 8111 day of August, 2003, and of record in Deed Book 216, Page 741, Fleming County Clerk's Office.

Tract II:

Parcel No 1: BEGINNING at an iron pin in the right of way of Mt. Carmel-Beechburg Road and being a corner of Daniel Coblentz; thence with the Daniel Coblentz line S 79° W for 2048.3 feet to an iron pin; thence N 11° W for 590.7 feet to iron pin; thence S 79° W for 2338.7 feet to iron pin in fence; thence N 17° 06' W for 696.6 feet, thence N 56° 24' E for 290.0 feet across water gap to the north side of Fleming Creek; thence S 40° 10' E for 222.1 feet; thence N 63° 01' E for 638.0 feet; thence N 26° 50' E for 103.1 feet; thence N 43° 04' E for 462.3 feet; thence N 79° 27' E for 478.5 feet; thence S 86° 13' E for 80.0 feet; thence S 76° 48' E for 561.8 feet to a corner of Abe Weaver; thence with Weaver line S 11° 30' E for 78.4 feet to iron pin; thence following the north side of Fleming Creek S 82° 08' E for 110.5 feet; thence S 70° 08' E for 110.8 feet; thence S 23° 43' E for 194.5 feet; thence S 85° 38' E for 382.8 feet; thence N 73° 20' E for 336.4 feet; thence N 20° 07' E for 131.5 feet; thence N 70° 42' E for 180.6 feet; thence S 67° 55' E for 117.5 feet; thence N 79° 05' E for 210.0 feet; thence N 8° 42' E for 115.6 feet; thence N 24° 27' E for 78.8 feet; thence N 71° 39' E for 145.0 feet; thence S 70° 46' E for 184.5 feet; thence S 80° 14' E for 121.0 feet; thence N 65° 05' E for 242.0 feet; thence N 77° 03' E for 133.7 feet; thence S 76° 01' E for 115.9 feet; thence S 48° 46' E for 73.8 feet; thence S 7° 06' E for 285.4 feet; thence S 42° 24' E for 69.4 feet to an iron pin in the right of way of Mt. Cannel Beechburg Road; thence with the right of way of said road S 44° 43' W for 456.0 feet; thence S 34° 09', W for 100.0 feet; thence S 18° 03' W for 500.0 feet to the beginning and containing 114.54 acres.

THERE IS EXCEPTED FROM THE FOREGOING approximately .844 acres which was conveyed to the Trustees of the ML Carmel Bible Fellowship Church on the 2nd day of November, 1987, by and recorded in Deed Book 164, Page 585, Fleming County Clerk's Office, Flemingsburg, Kentucky.

THERE IS ALSO EXCEPTED FROM THE ABOVE PROPERTY AND NOT CONVEYED HEREIN the following parcel of land.

A certain tract or parcel of land conveyed to Daniel Coblentz and Susanna Coblentz, husband and wife, from Daniel Esh and Caroline Esh, husband and wife, by deed dated the 6th day of April, 1993 and of record in Deed Book 176, Page 420, Fleming County Clerk's Office, located in Fleming County, Kentucky, and which is more particularly described as follows:

BEGINNING at an iron rod corner of Daniel Coblentz; thence with Coblentz line S 79° 00' 00" W for 2338.70 feet to a corner of Coblentz and in the Delmar Earls line; thence with the Earls line N 17° 06' 00" W for 696.60 feet to a point across Fleming Creek and a corner of Emmons; thence with the Emmons line N 56° 24' 00" E for 290.00 feet; thence S 40° 10' 00" E for 222.10 feet; thence N 63° 01' 00" E for 638.00 feet to a post at Dan Esh corner; thence crossing creek S 16° 03' 00" E for 82.10 feet to a large ash tree on the south bank of Fleming Crossing thence S 80° 07' 00" E for 71.40 feet; thence S 70° 04' 00" E for 163.00 feet; thence S 79° 41' 00" E for 252.40 feet; thence S 88° 30' 00" E for 260.10 feet; thence N 72° 02' 00" E for 175.00 feet; thence N 61° 50' 00" E for 269.20 feet; thence N 53° 20' 00" E for 280.40 feet to an iron rod corner of Dan Esh; thence up the hill with Dan Esh line S 11° 00' 00" W for 635.60 feet to Daniel Coblentz line at the beginning, containing 31.120 acres.

THERE IS RESERVED AND NOT CONVEYED HEREBY a certain 16.847 acres parcel of land, which is more particularly described as follows:

BEGINNING at an iron rod with a surveyor cap marked Henry Roark LS1931 at the western line of the church property; thence S 80° 03' 00" W for 352.71 feet to an iron rod with cap; thence with the line of N 7° 32' 00" E for 195.45 feet; thence N 10° 19' 10" W for 338.40 feet to an iron rod with a cap; thence N 26° 33' 00" W for 256.00 feet to an iron rod; thence N 83° 02' 00" W for 164.00 feet to an iron at top of hill; thence down the hill N 2° 34' 00" W for 202.00 feet to an iron rod; thence N 61° 16' 00" W for 47.00 feet to an iron rod on northwest side of Fleming Creek; thence following the north side of Fleming Creek N 7° 26' 14" E for 95.96 feet; thence N 70° 42' 00" E for 180.60 feet; thence N 71° 56' 00" E for 72.70 feet to an iron rod at corner of Helmeth and Blades; thence N 71° 56' 00" E for 18.00 feet; thence S 67° 55' 00" E for 117.50 feet; thence N 79° 05' 00" B for 210.00 feet to an iron rod on north side of Fleming Creek; thence across the creek S 4° 01' 00" W for 235.00 feet to an iron rod; thence S 53° 50' 00" E for 821.02 feet to an iron rod a right of way of Beechburg-Mt. Carmel Road thence S 19° 05' 00" W for 337.10 feet to a corner of the church property; thence N 76° 22' 00" W for 380.00 feet; thence S 13° 38' 00" W for 174.58 feet to the beginning.

THERE IS FURTHER EXCEPTED AND NOT CONVEYED HEREBY a certain tract of land conveyed to Leon D. Esh and Nancy Z. Esh, husband and wife, from Dan Esh and Caroline Esh, husband and wife, by a deed dated the 29th day of November, 2001, and of record in Deed Book 210, Page 52, Fleming County Clerk's Office, and which is more particularly described as follows:

All monuments referred to herein as an iron rebar is a set of found ½" diameter schedule 40 steel rebar 18" in length with an orange survey cap marked Henry Roark LS1931. All bearings were calculated from the observed magnetic bearing along the Dan Esh fence line on 11-14-01.

Beginning at an iron rebar found in the right of way of Beechburg- Mt. Carmel Road at a corner of Dan Esh property D.B. 166, Page 252; thence with the Dan Esh line N 53° S0' 00" W for 821.02 feet to an iron rebar; thence continuing with the Esh line across North Fork Creek to an iron rebar at a corner of Dan Esh and Anthony Blades property D.B. 178, Page 98; thence along the northern side of North Fork Creek with the Blades line N 15° 47' 30" E for 77.15 feet; thence N 24° 27' 00" E for 78.80 feet to iron rebar; thence N 71° 39' 00" E for 145.00 feet; thence S 70° 46' 00" E for 184.50 feet to an iron rebar; thence S 80° 14' 00" E for 121.00 feet; thence continuing with the Anthony Blades line on the northern side of the North Fork Creek N 65° 05' 00" E 242.00 feet to an iron rebar; thence N 77° 03' 00" E for 133.70 feet; thence S 75° 01' 00" E for 115.90 feet to an iron rebar; thence continuing with the Blades line S 48° 46' 00" E for 73.80 feet; thence S 7° 06' 00" E for 288.40 feet to an iron rebar; thence with the Blades line S 42° 24' 00" E for 69.40 feet to an iron rebar on the north side of North Fork Creek and being a point in the right of way of Beechburg-Mt. Carmel Road; thence with the right of way of Beechburg-Mt Carmel Road S 46° 29' 00" W for 402.65 feet to an iron rebar; thence with right of way S 40° 37' 00" W for 107.60 feet to an iron rebar; thence with the right of way S 28° 22' 00" W for 70.95 feet to an iron rebar; thence with the right of way S 18° 14' 00" W for 135.51 feet to

the beginning. This parcel contains 14.95 acres according to a survey done by Henry Roark PLS 1931 on 11-14-01.

Parcel No. 2: BEGINNING at an iron rod corner of Daniel Coblentz and in Eric Carpenter line; thence with Coblentz S 8° 07' 00" E for 644.0 feet to an iron rod corner to Dan Esh and on north side of Fleming Creek; thence down the north side of Fleming Creek S 71° 56' 00" W for 72.70 feet; thence S 70° 42' 00" W for 180.60 feet; thence S 20° 07' 00" W for 131.50 feet; thence S 73° 20' 00" W for 336.40 feet; thence N 85° 38' 00" W for 382.80 feet; thence continuing on the north side of creek N 23° 43' 00" W for 194.50 feet; thence N 70° 08' 00" for 110.80 feet; thence N 82° 08' 00" W for 110.50 feet; thence N 11° 30' 00" W for 78.40 to a point in Quinton Emmons estate N 13° 58' 00" W for 872.40 feet to corner of Eric Carpenter; thence with the Carpenter line S 80° 56' 00" E for 1411.80 feet to the beginning. This parcel contains 27.9210 acres.

TRACT II being the same real estate conveyed William I. & Lydia Yoder Living Trust. with William I. Yoder and Lydia A Yoder as Trustee(s), from William Yoder and Lydia A Yoder his wife by deed dated the 8th day of August 2003, and of record in Deed Book 216, Page 746, Fleming County Clerk's Office.

IT IS SPECIFICALLY AGREED AND UNDERSTOOD that this conveyance includes the right-of-way reserved by the Yoder Trusts in the deed to Joseph H. Sommers, et ux this day made, same being particularly described as apart of said deed in Deed Book 223, Page 6 Fleming County Clerk's Office.

Tract 2:

Parcel No. 1: BEGINNING at an iron pin in the right of way of Mt. Carmel- Beechburg Road and being a corner of Daniel Coblentz; thence with the Daniel Coblentz line S 79° W for 2048.3 feet to an iron pin; thence N 11° W for 590.7 feet to iron pin; thence S 79° W for 2338.7 feet to iron pin in fence; thence N 17° 06' W for 696.6 feet; thence N 56° 24' E for 290.0 feet across water gap to the north side of Fleming Creek; thence S 40° 10' E for 222.1 feet; thence N 63° 01' E for 638.0 feet; thence N 26° 50' E for 103.1 feet; thence N 43° 04' E for 462.3 feet; thence N 71° 27' E for 478.S feet; thence S 86° 13' E for 80.00 feet; thence S 76° 48' E for 561.8 feet to corner of Abe Weaver; thence with Weaver line S 11° 30' E for 78.4 feet to iron pin; thence following the north side of Fleming Creek S 82° 08' E for 110.5 feet; thence S 70° 08' E for 110.8 feet; thence S 23° 43' E for 194.5 feet; thence S 85° 38' E for 382.8 feet; thence N 73° 20' E for 336.4 feet; thence N 20° 07' E for 131.S feet; thence N 70° 42' E for 180.6 feet; thence S 67° 55' E for 117.5 feet; thence N 79° 05' E for 210.0 feet; thence N 8° 42' E for 115.6 feet; thence N 24° 27' E for 78.8 feet; thence N 71° 39' E for 145.0 feet; thence S 70° 46' E for 184.5 feet; thence S 80° 14' E for 121.0 feet; thence N 65° 08' E for 242.0 feet; thence N 77° 03' E for 133.7 feet; thence S 76° 01' E for 115.9 feet; thence S 48° 46' E for 73.8 feet; thence S 7° 06' E for 285.4 feet; thence S 42° 24' E for 69.4 feet to an iron pin in the right of way of thence S 7° 06' 01' E for 115.9 feet; thence s 48° 46'.E for 73.8 feet; thence S 7° 06' E for 285.4 feet; thence S 42° 24' E for 69.4 feet to an iron pin in the right of way of Mt. Carmel Beechburg Road; thence with the right of way of said road S 44° 43' W for 456.0 feet; thence S 34° 09' W for 100.0 feet; thence S 18° 03' W for 500.0 feet to the beginning and containing 114.54 acres.

THERE IS EXCEPTED FROM THE ABOVE PROPERTY AND NOT CONVEYED HEREIN the following parcel of land:

A certain tract or parcel of land conveyed to Daniel Coblentz and Susanna Coblentz, husband and wife, from Daniel Esh and Caroline Esh husband and wife, by deed dated the 6th day of April, 1993 and of record in Deed Book 176, Page 420, Fleming County Clerk's Office, located in Fleming County, Kentucky, and which is more particularly described as follows:

BEGINNING at an iron rod corner of Daniel Coblentz; thence with Coblentz line S 79° 00' 00" W for 2338.70 feet to a corner of Coblentz and in the Delmar Earls line; thence with the Earls line N 17° 06' 00" W for 696.60 feet to a point across Fleming Creek and a corner of Emmons; thence with the Emmons line N 56° 24' 00"E for 290.00 feet; thence S 40° 10' 00" E for 222.10 feet; thence N 63° 01' 00" E for 638.00 feet to a post at Dan Esh corner; thence crossing creek S 16° 03' 00" E for 82.10 feet to a large ash tree on the south bank of Fleming Creek; thence S 80° 07' 00" E for 71.40 feet; thence S 70° 04' 00" E for 163.00 feet; thence S 79° 41' 00" E for 252.40 feet; thence S 88° 30' 00" E for 260.10 feet; thence N 72° 02' 00" E for 175.00 feet; thence N 61° 50' 00" E for 26920 feet; thence N 53° 20' 00" E for 280.40 feet to an iron rod corner of Dan Esh; thence up the bill with Dan Esh line S 11° 00' 00" W for 635.60 feet to Daniel Coblentz line at the beginning, containing 31.120 acres.

THERE IS RESERVED AND NOT CONVEYED HEREBY a certain 16.847 acres parcel of land, which is more particularly described as follows:

BEGINNING at an iron rod with a surveyor cap marked Henry Roark LS 1931 at the western line of the church property; thence S 80° 03' 00" W for 352.71 feet to an iron rod with cap; thence with the line of N 7° 32' 00" E for 195.45 feet; thence N 10° 19' 10" W for 338.40 feet to an iron rod with a cap; thence N 26° 33' 00" W for 256.00 feet to an iron rod; thence N 83° 02' 00" W for 164.00 feet to an iron rod at top of hill; thence down the hill N 2° 34' 00" W for 202.00 feet to an iron rod; thence N 61° 16' 00" W for 47.00 feet to an iron rod on northwest side of Fleming Creek; thence following the north side of Fleming Creek N 7° 26' 14" E for 95.96 feet; thence N 70° 42' 00" E for 180.60 feet; thence N 71° 56' 00" E for 72.70 feet to an iron rod at corner of Helmeth and Blades; thence N 71° 56' 00" E for 18.00 feet; thence S 67° 55' 00" E for 117.50 feet; thence N 79° 05' 00" E for 210.00 feet to an iron rod on north side of Fleming Creek; thence across the creek S 4° 01' 00" W for 23S.00 feet to an iron rod; thence S 53° 50' 00" E for 821.02 feet to an iron rod a right of way of Beechburg-Mt. Carmel Road; thence S 19° 05' 00" W for 337.10 feet to a corner of the church property; thence N 76° 22' 00" W for 380.00 feet; thence S 13° 38' 00" W for 174.58 feet to the beginning.

THERE IS FURTHER EXCEPTED AND NOT CONVEYED HEREBY a certain tract of land conveyed to Leon D. Esh and Nancy Z. Esh, husband and wife, from Dan Esh and Caroline Esh, husband and wife, by a deed dated the 29th day of November, 2001, and of record in Deed Book 210, Page 52, Fleming County Clerk's Office, and which is more particularly described as follows:

All monuments referred to herein as an iron rebar is a set of found ½" diameter schedule 40 steel rebar 18" in length with an orange survey cap marked Henry Roark LS 1931. All bearings were calculated from the observed magnetic bearing along the Dan Esh fence line on 11-14-01.

Beginning at an iron rebar found in the right of way of Beechburg-Mt Carmel Road at a corner of Dan Esh property D.B. 166, Page 252; thence with the Dan Esh line N S3° 50' 00" W for 821.02 feet to an iron rebar; thence continuing with the Esh line across North Fork Creek to an iron rebar at a corner of Dan Esh and Anthony Blades property D.B. 178, Page 98; thence along the northern side of North Fork Creek with the Blades line N 15° 47' 30" E for 77.15 feet; thence N 24° 27' 00" E for 78.80 feet to iron rebar; thence N 71° 39' 00" E for 145.00 feet; thence S 70° 46' 00" E for 184.50 feet to an iron rebar; thence S 80° 14' 00" E for 121.00 feet; thence continuing with the Anthony Blades line on the northern side of the North Fork Creek N 65° 05' 00" E for 242.00 feet to an iron rebar; thence N 77° 03' 00" E for 133.70 feet; thence S 76° 01' 00" E for 115.90 feet to an iron rebar; thence continuing with the Blades line S 48° 46' 00" E for 73.80 feet; thence S 7° 06' 00" E for 285.40 feet to an iron rebar; thence with the Blades line S 42° 24' 00" E for 69.40 feet to an iron rebar on the north side of North Fork Creek and being a point in the right of way of Beechburg-Mt. Carmel Road; thence with the right of way of Beechburg-Mt. Carmel Road S 46° 29' 00" W for 402.65 feet to an iron rebar; thence with right of way S 40° 37' 00" W for 107.60 feet to an iron rebar; thence with the right of way S 28° 22' 00" W for 70.95 feet to an iron rebar; thence with the right of way S 18° 14' 00" W for 135.51 feet to the beginning. This parcel contains 14.95 acres according to a survey done by Henry Roark PLS 1931 on 11-14-01.

Parcel No. 2: BEGINNING at an iron rod corner of Daniel Coblentz and in Eric Carpenter line; thence with Coblentz S 8° 07' 00" E for 644.0 feet to an iron rod corner to Dan Esh and on north side of Fleming Creek; thence down the north side of Fleming Creek S 71° 56' 00" W for 72.70 feet; thence S 70° 42' 00" W for 180.60 feet; thence S 20° 07' 00" W for 131.50 feet; thence S 73° 20' 00" W for 336.40 feet; thence N 85° 38' 00" W for 382.80 feet; thence continuing on the north side of creek N 23° 43' 00" W for 194.50 feet; thence N 70° 08' 00" for 110.80 feet; thence N 82° 08' 00" W for 110.50 feet; thence N 11° 30' 00" W for 78.40 to a point in Quinton Emmons estate N 13° 58' 00" W for 872.40 feet to corner of Eric Carpenter; thence with the Carpenter line S 80° 56' 00" E for 1411.80 feet to the beginning. This parcel contains 27.9210 acres.

Being the same property conveyed to William J. and Lydia Yoder Living Trust dated September 19, 2002, from William Yoder and Lydia Yoder, his wife, by deed dated August 8, 2003, end recorded in Deed Book 216, Page 746, Fleming County Clerk's Office. In the above referenced deed, the Granters, William Yoder and Lydia Yoder, retained a Life Estate for purposes of annual property tax homestead qualifications, and the purpose of this conveyance 'is to transfer the Grantors' Life Estate interest.

Tax ID: 070-00-00-006.00

Tract 3:

Located in Fleming County, Kentucky, and beginning at a stake in the center of the old Clover Road corner to Geo. Wallingford; thence with the center of said road S 21- 1/2 E 34 poles S 8-1/4 E 16.2 poles S 16 E 13-1/2 poles to a stake in the center of the road opposite a set stone near the fence on the East side of the road; thence N 86- 3/4 E 226.7 poles to a set stone on the West side of the fence in Marshall's line; thence with same N 8- 1/2 E 26.7 poles N 77-1/2 E 4.4 poles N 18 W 84.6 poles to the end of the fence, corner to Marshall; thence with Marshall and Wallingford's lines S 72-7/8 W 235-1/2 poles to the beginning, containing 134 acres.

Being the same real estate conveyed to Merlin Miller and Mary Miller, husband and wife, by deed from Mabel Emmons, single dated the 14th day of April, 1993 and of record in O.B. 176, Page 483, Fleming County Clerk's Office.

Tax ID: 058-00-00-032.00

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Tenant, is a party to that certain Option and Solar Ground Lease Agreement dated September 10, 2019 (the “**Agreement**”), with Sandra D. Caudill Mattox and Johnny Wayne Mattox, husband and wife, as Landlord, pertaining to the land identified as Tax Parcel No. 069-00-00-045.00 containing approximately 29.3635 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor’s rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.

2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.

3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.

4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.

5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

7. This Assignment may be recorded.

[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: _____
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.

Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

By: 

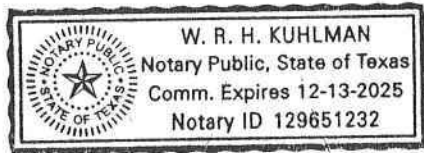
Name: Spivey Paup
Title: Vice President

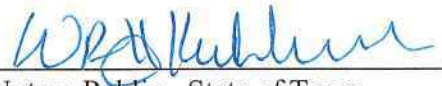
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]




Notary Public - State of Texas

My Commission Expires:

12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

That certain real property located in Fleming County, Kentucky, identified as Tax Parcel No. 069-00-00-045.00 as further described below:

A certain tract of land lying or situated on the East side of County Road No. 1027, the Mt. Carmel-Beechburg Road and upon the waters of the Fleming County Creek, located approximately 0.50 mile South of County Road No. 1023, the Black Diamond Road in Fleming County, Kentucky and more particularly described as follows:

BEGINNING at a .35 inch x 2.9 inch Steel Nail Marker (set) in the center of the Mt. Carmel Beechburg Road, said point being in the Northwest corner of Charles R. Marshall, et al (Deed [Book 163, Page 750](#));

thence along the center of said road for the following six (6) calls:

1. North 15 deg. 25 min. 48 sec. East, 65.02 ft. to a nail (set);
2. Thence North 16 deg. 24 min. 47 sec. East, 65.00 ft. to nail (set);
3. Thence North 18 deg. 35 min. 15 sec. East, 415.56 ft. to a nail (set);
4. Thence North 16 deg. 41 min. 11 sec. East, 99.98 ft. to a nail (set);
5. Thence North 14 deg. 43 min. 55 sec. East, 100.04 ft. to a nail (set);
6. Thence North 16 deg. 05 min. 27 sec. East, 16.49 ft. to a .35 inch x 2.39 inch Steel Nail Marker (set) said point the Southwest corner of Tract No. 7;

thence with the South line of Tract No. 7 for the following five (5) calls:

1. South 65 deg. 28 min. 29 sec. East, 27.46 ft. to a ½ inch rebar (set witness corner);
2. Thence continuing South 65 deg. 28 min. 29 sec. East, 169.82 ft. to a ½ inch rebar (set) in line with the Southside of the existing barn and _____ ft. from (Westerly) and the Southwest corner of said barn;
3. Thence South 19 deg. 09 min. 42 sec. West, 18.00 ft. to a ½ inch rebar (set);
4. Thence South 70 deg. 43 min. 14 sec. East, running 18 ft. from and parallel to the south side of said barn 144.47 ft. to a ½ inch rebar (set);
5. Thence South 71 deg. 33 min. 59 sec. East, 270.69 ft. to a ½ inch rebar (set), said point being the Southeast corner of Tract No. 7;

thence with the East line of Tract No. 7, North 36 deg. 43 min. 49 sec. East, 112.34 ft. to a post, corner to Tract No. 2, said point witnessed by a ¼ inch rebar North 61 deg. 27 min. 06 sec. West at a distance of 0.24 ft.; thence continuing North 36 deg. 43 min. 49 sec. East, along the East line of Tract No. 2 passing a ¼ inch rebar (set witness corner) at 129.36 ft. for a total distance of 173.51 ft. to the center of Fleming Creek, said point being the Northeast corner of Tract No. 2 and in the line of Tract No. 3; thence continuing North 36 deg. 43 min. 49 sec. East, 54.67 ft. along the line of Tract No. 3 to a ½ inch rebar (set) in the existing fence line;

thence continuing with Tract No. 3 and along the existing fence for the following eight (8) calls:

1. South 70 deg. 10 min. 12 sec. East, 215.86 ft. to a post;

2. Thence South 68 deg. 14 min. 02 sec. East, 113.20 ft. to a post;
3. Thence South 77 deg. 41 min. 36 sec. East, 128.52 ft. to a post;
4. Thence South 84 deg. 25 min. 35 sec. East, 44.26 ft. to a post;
5. Thence North 65 deg. 33 min. 48 sec. East, 175.27 ft. to a post;
6. Thence North 74 deg. 09 min. 10 sec. East, 179.84 ft. to a 1/2 inch rebar (set);
7. Thence crossing the Fleming Creek South 4 deg. 08 min. 22 sec. West, 117.51 ft. to a post on the South side of said creek;
8. Thence South 6 deg. 37 min. 15 sec. West, 159.07 ft. to a post in the North line of Tract No. 8;

thence with the line of Tract No. 8 for three (3) calls:

1. South 75 deg. 19 min. 07 sec. West, 11.02 ft. to a 1/4 inch rebar (set);
2. Thence South 27 deg. 02 min. 06 sec. West 26.93 ft. to a 1/2 inch rebar (set);
3. Thence South 14 deg. 17 min. 18 sec. West, 730.74 ft.

to a point in the line of aforesaid Marshalls, said point

a common corner to Tract No. 1 and Tract No. 8, with said line passing a 1/2 inch rebar (set witness corner) at North 14 deg. 17 min. 18 sec. East, a distance of 8.00 ft. from said corner;

thence with the line of said Marshalls North 80 deg. 06 min. 34 sec. West, 1599.74 ft. to the point of beginning; Containing 29.3635 acres.

Being a part of the same real estate conveyed to Elwood Kegley (aka Elwood C. Kegley) and Georgia Kegley, his wife, by deed from Virginia V. Carpenter, dated September 27, 1976, and recorded in Deed [Book 142, Page 146](#), Fleming County Clerk's Office.

Also, being a part of Parcel No.2 of the same property conveyed to Elwood Kegley (aka Elwood C. Kegley) and Georgia Kegley, his wife, by deed from Virginia K. Carpenter, widow, dated July 13, 1966, and recorded in Deed [Book 124, Page 240](#), Fleming County Clerk's Office.

This is a revised survey, completed by W.T. (Tommy) Carpenter, R.L.S. 2380 on September 30, 1996. The property described in this document is depicted as Tract No. 1 on the Revised Plat of the Survey of the Elwood Kegley, Sr. and Georgia Kegley Properties. Said plat is intended to become a part of this description and is on file in Plat Cabinet No. 1, Slide No. 125, Fleming County Clerk's Office.

The 1/2 inch rebars called for in this description are a minimum of 18 inches in length and bear a one (1) inch diameter plastic I.D. cap stamped "W.T.C., R.L.S. 2380". The .35 inch x 2.9 inch Steel Nail Markers are stamped "Survey Mark".

Tax ID No.: 069-00-00-045.00

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Tenant, is a party to that certain Option and Solar Ground Lease Agreement dated April 27, 2020 (the “**Agreement**”), with Donald Young and wife, Sharon Young, as Landlord, pertaining to a portion of the land identified as Tax Parcel No. 059-00-00-012.00 containing approximately 70.09 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor’s rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.

2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

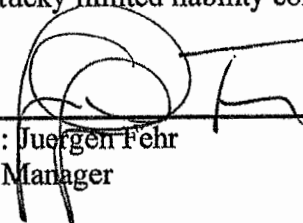
[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

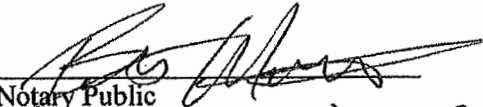
By: 
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

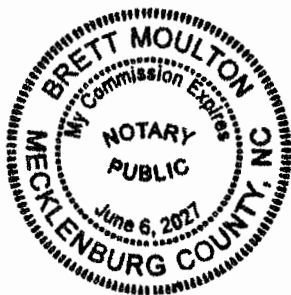
COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

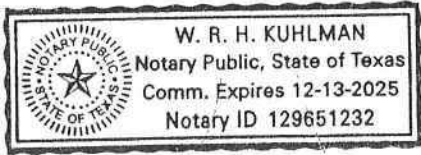
By: 
Name: Spivey Paup
Title: Vice President


ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]




Notary Public - State of Texas

My Commission Expires:
12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

TRACT 1:

Two tracts of land situated in Fleming County, Kentucky, on the waters of Wilson Run and beginning at a set stone on the West side of Wilson Run Road and Wilson Run branch, corner to Tract No. 3 in Louis Bower line (now Roe Johnson); thence with said line up the road and branch N 81 3/4 W 7.06 chs. to a set stone corner to said Johnson; thence S 77-1/4 E 5.25 chs. to a set stone on the West bank of the road and branch corner to same; thence N 87 3/4 E 10.89 chs. to a set stone in the southeast corner of the intersection of a small branch and Wilson Run, a corner to said Johnson; thence with his line N 32 E 4.62 chs. to a set stone on the S.E. side of the road; thence S 26-1/4 W 6.76 chs. to a point at the junction of the fence, corner to same; thence with said Johnson's line, crossing the road and continuing with the line of Lizzie Carpenter heirs, in all and S 87-1/2 E 16.42 chs. to a point, corner to same; thence with another line of same N 5 E 25.3 chs. to a set stone, corner to the above mentioned Carpenter line and in Triplett's line; thence with same N 88-1/4 W 9.29 chs. crossing the Wilson Run Road and branch to a point corner to Donaldson; thence with his line N 87-1/2 W 10.5 chs. to a turn in the fence; thence S 80 W 22.02 chs. to a post corner to said Donaldson and Tract No. 3; thence with a line of the latter S 2 E 11.96 chs. to the beginning. Containing according to the old deed 74 acres and 15 poles. From which there is excepted two small tracts sold by E. P. Carpenter to Louis Bower on October 23, 1917 and of record in Deed Book 81, Page 394, Fleming County Court Clerk's Office.

LESS AND EXCEPT:

Beginning at a bunch of swamp ash bushes standing just at the fork of grade of turnpike; thence with the old line of Bower (now Johnson) N 82-1/2 E 28 poles, S 77 E 21 poles, N 87 E 33 poles to a stone in the branch; thence N 3 W 1.3 poles to the center of the turnpike; thence following generally the center of the turnpike S 84-1/2 W 26-1/2 poles, N 75 W 28 poles, N 85 W 14 poles, N 74 W 28 poles, S 54-1/2 W 6.7 poles to a point in the pike in the line of said Carpenter; thence S 2 E 1 pole to the beginning. Containing 1 acre and 35 poles.

AND, LESS AND EXCEPT:

Beginning at a stake on the southeast bank of Josephus Earls road, corner to the land owned by Johnson; thence with the general course of the old worn fence S 25 W 27.2 poles to the junction of the fence; thence S 87 E 20 poles to a stake on the S.E. side of the branch; thence down the branch N 37-1/2 W 26.7 poles to a stake in the center of the road; thence N 28 W 5.7 poles to the beginning. Containing 2 acres, 2 quarters and 2 poles. Leaving the net amount conveyed to Charles G. Carpenter 70 Acres and 18 poles.

AND ALSO, LESS AND EXCEPT:

Beginning in the Wilson Run Road, corner to Bert Jordan in the line of Carpenter; thence with Jordan line S 50 E 17.16 poles to a point in the land leading to Edmonds property (now Katherine Andrews); thence S 25 E 34 poles, S 39 E 12 poles, S 32-1/4 E 10 poles, S 54 E 4.16 poles to the corner of Katherine Andrews; thence with a line of same S 86-1/2 E 34.8 poles to a post; thence N 4-1/ E 105 Poles to Mrs. Prather's line (now Landreth Andrews); thence with his line N 76-1/2 W 31.72 poles; thence N 58 W 5 poles to an elm tree; thence S 35 W 3.2 poles to a set stone; thence N 86 1/2 W 13.32 poles to the center of the Wilson Run Road; thence down the center of same S 14 W 11.64 poles S 32-1/2 W 2 poles, S 37-3/4 W 10 poles, S 29-1/2 W 18 poles, S 23-1/2 W 24 poles, S 86-1/2 W 2 poles to the beginning. Containing 36 Acres and 48 poles, which deed is of record in Deed Book 93, Page 226, Fleming County Court Clerk's Office. Leaving 34 Acres and 10 poles hereby conveyed to Second Party.

SAVE AND EXCEPT:

Being a 1.772-acre parcel of that larger tract of land conveyed to Donald and Sharon Young located on the west side of Wilson Run Road, approximately 1 mile south of the Wilson Run Road and Ky. Hwy. 3301 junction in Fleming County, Ky. and being more particularly described as follows:

Beginning at a mag nail act in the existing center of Wilson Run Road, new corner to Donald Eugene and Sharon K. Young (D.B. 152, Pg. 47, Tract #1. Thence with the road, and a curve to the left with a radius of 6,687.78', Delta 01-36-05, Arc length of 186.92', chord length of 186.92' and a chord bearing of S 32-38-50 W to a mag set. Thence leaving the road, with a new division line of Young N 59-15-27 W 15.00' to an iron pin set in or near the right of way of said road. Thence leaving said right of way N 59-15-27 W. 392.92' to an iron pin set. Thence N 27-46-43 E 185.07' to an iron pin set. Thence S 59-31-37 E 408.70' to an iron pin set in or near the right of way of aforementioned road, said point being referenced by the northeast farm corner of Young's Tract #1 in existing center of Wilson Run Road, bearing N 33-30-28 E 478.61' to said point. Thence from said iron pin in right of way S 59-31-37 E 15.00' to the point of beginning containing 1.772-acres as surveyed by Michael D. Ruggles, PLS #3487 in March of 2004. Property subject to all legal right of ways, casements, and conveyances. Property subject to the right of way of Wilson Run Road. Magnetic north bearing observed along a random traverse line on date of survey 3-18-04. All iron pins set were ½" rebar with identification cap stamped M.D.R. 3487.

Being part of the same property conveyed to Donald Eugene Young and Sharon K. Young, bis wife, from Buell B. Young and Georgia W. Young, bis wife, by deed dated February 2, 1981, and recorded in Deed Book 152, Page 47, Fleming County Clerk's Office. Buell B. Young and Georgia W. Young retained a life interest in the above described property and a restriction that the property was not to be sold during their lifetimes; Buell B. Young died on December 14, 1982, and Georgia W. Young died on May 8, 1994, and therefore the life estate and restriction have expired.

This is a new survey by Michael D. Ruggles, PLS #3487, dated March 23, 2004. A plat depicting that survey is attached hereto and made a part of this description.

And being the same real estate conveyed to Michael H. Williamson and Melissa Y. Williamson, his wife, by Donald Eugene Young and Sharon K. Young, his wife, by Deed dated March 25, 2004, recorded March 25, 2004 in Deed Book 218, Page 141, Official Public Records, Fleming County, Kentucky.

TRACT 2:

Located on the Wilson Run Road in Fleming County, Kentucky and described as follows:

Beginning at a post in line of Medley Brown; thence N 6-1/2 W 126.54 rods to a stake 2 feet west of a locust; thence N 84-1/2 W 29.04 rods to a stone in Walker Kidwell's (now Asa Skaggs) line; thence with his lines S 21 W 43.12 rods to a black walnut tree; thence S 2-1/2 E 4 rods to a post; thence S 6 E 16 rods; thence S 7.75 F 29.6 rods to a post; thence S 8-1/4 E 27.4 rods, S 1-1/2 E 20 rods to a post; thence leaving Kidwell's (now Skaggs) line and with the Brown line N 81-1/4 E 49.88 rods to the beginning, containing 37.87 acres.

Being the same land conveyed Buell B. Young from George D. Fisher and Addie L. Fisher by Deed dated September 3, 1964, same being of record in Deed Book 122, Page 219, Fleming County Clerk's Office, Flemingsburg, Kentucky.

Tax ID No.: 059-00-00-012.00

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Purchaser, is a party to that certain Option Agreement dated July 16, 2019, as amended by that certain Amended and Restated Option Agreement dated November 30, 2022 (collectively, the “**Agreement**”), with Eric Carpenter and Aileen M. Carpenter, husband and wife, as Seller, pertaining to a portion of the land identified as Tax Parcel No. 069-00-00-043.00 containing approximately 118 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. The Agreement is evidenced by that certain Memorandum of Amended and Restated Option Agreement, dated November 30, 2022, recorded in the Recorder’s Office of Fleming County, Kentucky, on March 1, 2023, in Book M403, at Page 231.

C. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor's rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.
2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: _____
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.

Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

By: _____

Name: Spivey Paup

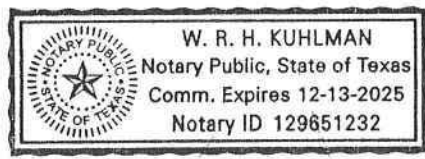
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]



W. R. H. Kuhlman
Notary Public - State of Texas

My Commission Expires:
12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:

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

Exhibit A

The Land

Tract One:

Beginning at an old gate post in the old abandoned dirt road, corner to Mrs. Turner and Pad Emmons' line; THENCE with his line S 19 E 14.30 chs. to a set stone in said Emmons' line; THENCE S 86 1/2 E 49.76 chs, to a point in the center of the Mt. Carmel and Beechburg turnpike; THENCE dividing the pike about equally N 5 E 14.10 chs. to a point in the center of the pike corner to Tract No. 2 described herein; THENCE with a line of Tract No. 2 S 86 5/8 W 19.88 chs. and continuing the same course in all 60.02 chs. to the Beginning. Containing 73 acres, 1 quarter and 33 poles.

Tract Two:

Beginning in the center of the Mt. Carmel Beechburg turnpike and corner to DeLong; THENCE with his line N 59 W 73.12 rods to a set stone; THENCE S 57 1/2 W 29.88 rods to a turn in the old dirt road; THENCE S 5 W 79.28 rods to a post at end of fence in the abandoned end of a dirt road, corner to Mrs. Turner, and in line of Tract One; THENCE with Tract One S 86 5/8 E 79.52 rods to center of pike; THENCE N 13 1/2 E 34.88 rods; N 7 1/2 E 31.96 rods to the Beginning, containing 45 acres and 8 poles.

Being the same property conveyed to Eric Carpenter and Aileen M. Carpenter, husband and wife by that Deed dated March 6, 1972, recorded March 6, 1972 in Book 133, Page 414, Fleming County Court Clerk, Fleming County, Kentucky.

Tax ID No.: 069-00-00-043.00

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Purchaser, is a party to that certain Option Agreement dated October 5, 2020 (the “**Agreement**”), with Robert A. List and Cynthia G. List, his wife, collectively as Seller, pertaining to land identified as Tax Parcel No. 058-00-00-015.00 containing approximately 229.29 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor's rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.
2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: _____

Name: Juergen Fehr

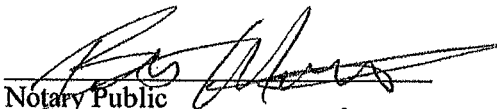
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

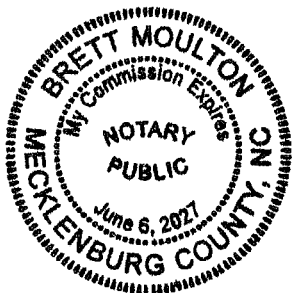
I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.



Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

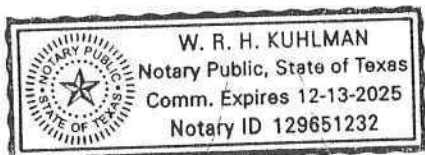
By: 
Name: Spivey Paup
Title: Vice President


ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]




Notary Public - State of Texas

My Commission Expires:

12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

A certain tract or parcel of land lying and being in Fleming County, Kentucky, and lying on the waters of Fleming Creek and being more particularly described as follows:

BEGINNING at a fence post and stone on the east side of a farm lane, comer to Edward Kitchen; thence with said farm lane and Kitchen's line N 31 deg. 45' W 83 poles and 8 links to a fence post; in the south right of way of Highway No. 57, and being a comer to George Waterman; thence with south R/W of said Highway No. 57 S 60 deg. 00' W 39 links to a fence post, comer to Kelley and lying on the west side. of a farm road; thence with the above road and Kelley's line S J1 deg. 45' E 83 poles and 6 links to a fence post on the west side of said farm road; thence leaving said road and with the line of Kelley's S 75 deg. 45' W 60 poles 22 links to a wild cherry tree on the East side of a county road; thence with the East R/W of county road S 21 deg. 45' E 12 poles 9 links to a wild cherry; thence S 18 deg. 45' E 40 poles 10 links; S 18 deg. 15' E 36 poles 9 links; S 15 deg. 30' E 12 poles 12 links; S 19 deg. 00' E 36 poles 9 links to a fence post; thence S 16 deg. 45' E 49 poles 23 links to a box elder on the north side of Fleming Creek S 01 deg. 15' W 4 poles 6 links to three ash trees on the south side of said creek; corner to Brooks Dillion and Alexanders; thence with the line of Alexanders S 53 deg. 30' E 2 poles to Delmar Earls line in all 4 poles, 4 links to a stake; thence with the line of Delmar Earls S 60 deg. 15' E 23 poles 20 links to a willow tree; thence N 80 deg. 30' E 22 poles 9 links; N 81 deg. 15' E 29 poles 9 links to a hickory, thence N 29 deg. 15' E 4 poles 2 links; N 15 deg. 00' E 9 poles 9 links to a locust on the south side of creek; thence N 75 deg. 30' E 10 poles 12 links; N 53 deg. 00' E 3 poles 7 links; N 71 deg. 45' E 4 poles 11 links to a fence post west of a large box elder; thence crossing creek N 03 deg. 00' W 6 poles 23 links to a fence post on the north side of creek by a large elm and a rock fence; thence N 61 deg. 15' E 23 poles 7 links to a fence post; thence N 61 deg. 30' E 42 poles 9 links to a stone corner to Emmons; thence with the line of Emmons N 02 deg. 00' W 185 poles 12 links to a large wild cherry, corner to Edward Kitchen; thence with the line of Edward Kitchen S 74 deg. 00' W 149 poles 15 links to the place of beginning, and containing 230 acres, more or less.

THERE IS EXCEPTED therefrom and not conveyed herewith the following real estate which was conveyed to Alger Tester and Irene Tester, his wife, by Deed from Russell Zornes and Cathryn Zornes, his wife, dated the 2th day of November, 1985, and of record in Deed Book 160, Page 767, Fleming County Clerk's Office:

A certain house and tract of land lying or situated on the East side of County Road No. 5038, Murphy Lane, 0.5 mile South of Ky. Hwy. No. 57, the Flemingsburg-Mt. Carmel Road, in Fleming County, Kentucky and more specifically described as follows:

BEGINNING at a 1/2 inch Re-Bar in the East Right-of-Way line of Murphy Lane, said point being 15 feet from the center of said road and also being a new comer to Russell and Cathryn Zornes, (the parent tract), conveyance of said Zornes' property recorded in Deed Book 140, Page 508, Fleming County Clerk's Office; thence with said Zornes' line for the following calls:

North 73 Deg. 05 Min. 34 Sec. East, 188.23 feet to a 1/2 inch Re-Bar; thence South 14 Deg. 38 Min. 54 Sec. East, 163.68 feet to a 1/2 inch Re-Bar; thence South 74 Deg. 05 Min. 12 Sec. West, 190.94 feet to a 1/2 inch Re-Bar in the aforesaid Right-of-Way line of Murphy Lane; thence along said Right-of-Way line North 13 Deg. 38 Min. 39 Sec. West, 160.50 feet to the point of beginning, containing 0.705 acre.

Being the same property, less the exception, conveyed one-half (1/2) to O. Todd Fryman and Lisa Lee Fryman, his wife, and one-half (1/2) to Donald Lee and June A. Lee, his wife, by deed dated May 17, 1990, from Russell Zornes and Cathryn Zornes, his wife, and recorded in Deed Book 169, Page 489; also being the same property, less the exception, that Donald Lee and June A. Lee, his wife, conveyed their one-half (1/2) interest to O. Todd Fryman and Lisa Lee Fryman, by deed dated February 17, 1995, and recorded in Deed Book 181, Page 692; and also being the same property, less the exception, in which Lisa Lee Fryman conveyed her one-half (1/2) interest to O. Todd Fryman, by deed dated March 14, 2001 and recorded in Deed Book 206, Page 452, all of record in the Fleming County Clerk's Office.

Tax ID No.: 058-00-00-015.00

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Purchaser, is a party to that certain Option Agreement dated July 16, 2020 (the “**Agreement**”), with Robert A. List, a married man, and Dottie A. List, an unmarried woman, collectively as Seller, pertaining to land identified as Tax Parcel No. 058-00-00-024.00 containing approximately 138 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor's rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.
2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

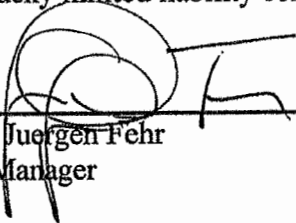
[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company


By: 
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

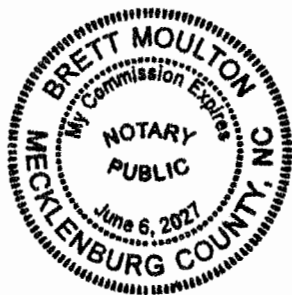
COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public

My Commission Expires: June 6, 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

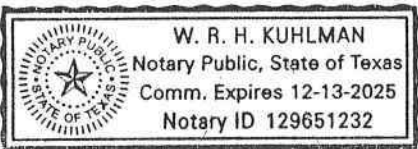
Hummingbird Energy LLC,
a Delaware limited liability company

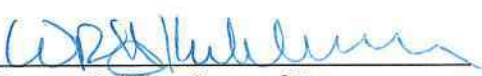
By: 
Name: Spivey Paup
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L] 


Notary Public - State of Texas

My Commission Expires:
12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

Property located in Fleming County, Kentucky, more particularly described as follows:

A certain tract or parcel of land located about four (4) miles northeast of Flemingsburg, on Mattox Pike and more particularly described as follows: Beginning at a point in the center of Mattox Pike, a comer to W.R. Luman; thence with the center of Mattox Pike or nearly so; North 64° East 4.71 chains; South 80-3/4° East 8.86 chains, and North 73° East 27.99 chains to a point in the center of same opposite of Clover Din Road; thence said dirt road North 16- 1120 West 20.55 chains to an old set stone on East side of said road, n comer to Purnell: thence with Purnell's line North 15" East 2.10 chains t an old set stone on South bank of Fleming Creek as it meanders, North 46° West 8.85 chains; North SO" West 2.96 chains; North 89-1/2° West 4.52 chains, South 57-1/2° West 4.75 chains; North 54° West 8.40 chains to a stone abutment on the south side of the creek; thence North 70-1/2° West 1.52 chains to a fence post, a corner to Cooper; thence with said Cooper's line, South 44-1/4° West 4.68 chains to asset stone; thence South 72-1/4° West 14.2 chains to a set stone, a comer to Meadows; thence with said Meadows line South 13° East passing Storde's corner at 9.96 chains; Luman's at 28.31 chains, in all 34.53 chains to the point of beginning, containing 138.04 acres.

Being the same property conveyed to Gilbert E. List and Dottie A List, husband and wife, by deed from William A. Rudicill and Mary Sue Rudicill, husband and wife, and Daniel D. Cupps and Sandra K.R. Cupps, husband and wife, and Bank of Maysville, as Qualified Intermediary, dated November 15, 2005 and recorded in Deed Book 225, page 239, Fleming County Court Clerk's Records.

APN 058-00-00-024.00

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Purchaser, is a party to that certain Option Agreement dated April 27, 2020 (the “**Agreement**”), with James C. Robinson and his wife, Mary M. Robinson, as Seller, pertaining to a portion of the land identified as Tax Parcel No. 069-00-00-023.00 containing approximately 53.27 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor's rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.
2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

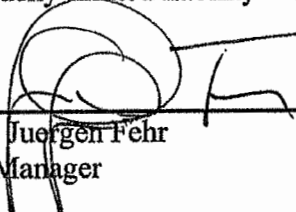
[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company


By: 
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public

My Commission Expires: June 6, 2027

[SEAL]

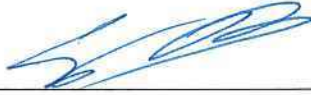


[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

By: 

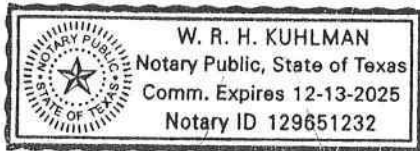
Name: Spivey Paup
Title: Vice President


ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]




Notary Public - State of Texas

My Commission Expires:

12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

A certain tract or parcel of land lying and being in Fleming County, Kentucky, about 5 miles Northeast of Flemingsburg on the Mt. Carmel Turnpike road and being more particularly described as follows:

Beginning at an iron pin (set this survey) corner to Thomas Skaggs (D.B. 165, Pg. 293), said point also being in the South R/W of Ky. 57, 30 feet from the center of said Ky. 57; thence with said Skaggs property line South 26 degrees 39 minutes 44 seconds East, 290.78 feet to an iron pin (set this survey); thence North 80 degrees 40 minutes 33 seconds West, 213.65 feet to an iron pin (set this survey); thence North 21 degrees 04 minutes 02 seconds West, 185.72 feet to an iron pin (set this survey); thence North 70 degrees 33 minutes 10 seconds East, 156.00 feet to the point of beginning.

The above described parcel contains 0.909 acres as surveyed by Roy A. Wright, L.S. #2808, February 23, 1998. All iron pins set this survey are 1/2" re-bar with an orange plastic cap stamped "PROPERTY CORNER, R.A. WRIGHT, L.S #2808".

Being part of the same property conveyed James Calvin Robinson and Mary Michelle Robinson, his wife, from Mark A. Follmer, single, by deed dated the 29th day of August, 1997, and recorded in Deed Book 190, Page 655, Fleming County Clerk's Office.

AND

BEGINNING at a stake upon the center of the turnpike, the Northwest corner of the Nute farm; thence with the center of the pike S 45-1/2 W 8 poles; S 65 W 52-3/4 poles to a corner of toll house lot; thence with a line of same S 29 E 28-1/2 poles to a stake; thence S 36 W 84-1/10 poles to a set stone, corner to Lot No. 2; thence with the line of same S 42-1/2 E 137-1/2 poles to a set stone, corner to same and also to Marshall; thence with his line N 49-1/4 E 34-1/3 poles to a stone, corner to Foxworthy; thence with his and Cook's line N 28-1/4 W 157-1/4 poles to the beginning, containing 53 acres.

Being the same property conveyed Mark A. Follmer and Debbie A. Follmer, his wife, from Jean w. Denny, Guardian for Landy Watts, by Deed dated February 22, 1988, recorded in D.B. 165, page 162; and the same property conveyed Mark A. Follmer, single, from Debbie A. Follmer, single, by Deed dated July 14, 1995, and recorded in Deed Book 183, page 44, all of record in the Fleming County Clerk's Office.

Tax ID No.: 069-00-00-023.00

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into as of March 30th, 2023 (the “**Effective Date**”), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the “**Assignor**”), and **Hummingbird Energy LLC**, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Purchaser, is a party to that certain Option Agreement dated February 12, 2020, as amended by that certain Amended and Restated Option Agreement dated March 30th 2023 (collectively, the “**Agreement**”), with Donohoo Rapp Properties, LLC, as Seller, pertaining to land identified as Tax Parcel No. 059-00-00-010.00 containing approximately 238 acres located in Fleming County, Kentucky (the “**Land**”) more fully described in **Exhibit A** attached hereto.

B. The Agreement is evidenced by that certain Memorandum of Amended and Restated Option Agreement, dated April 3, 2023, recorded in the Recorder’s Office of Fleming County, Kentucky, on April 11, 2023, in Book D287, at Page 141.

C. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor's rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.
2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

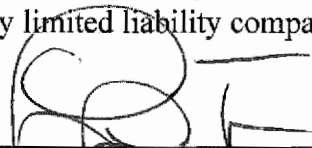
[Signatures on following page]

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company


By: 
Name: Juergen Fehr
Title: Manager

ACKNOWLEDGMENT

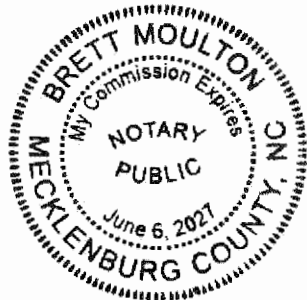
STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public
My Commission Expires: June 6 2027

[SEAL]



[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

By: 

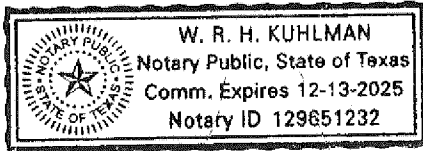
Name: Spivey Paup
Title: Vice President

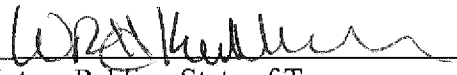
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[S E A L]



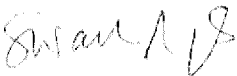

Notary Public - State of Texas

My Commission Expires:

12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

Property located in Fleming County, Kentucky, commonly identified as APN: 059-00-00-010.00 and in the location more particularly described as follows:

TRACT 1:

Lying and being in Fleming County, Kentucky, and described and bounded as follows, to-wit:

BEGINNING in center of Wilson Run turnpike, and corner to Jordan; thence with the Jordan line S $50\frac{1}{4}$ E 10.6 rods to a post; thence S 62 E 4 rods; S 57 E 4 rods; S $21\frac{1}{2}$ E 5.84 rods S $30\frac{1}{2}$ E 8.44 rods; S $44\frac{1}{2}$ E 6.4 S $33\frac{1}{4}$ E 7.68 rods to an elm on south side of branch; thence crossing branch N $75\frac{1}{2}$ E 196 rods to an elm; thence S 46.75 E 20.8 rods to a post; thence S 65 E 16.65 rods to a thorn tree; thence S 79.75 E 9.04 rods to a post; corner to Jordan, and W.D. Dalton; thence with the Dalton line N 15 E 0.18 rods; thence S $76\frac{1}{2}$ E 12.28 rods to a post; thence S $82\frac{1}{2}$ E 48.32 rods to an anchor post; thence S 70 E 105.8 rods to a post, corner to Dalton in C.R. Bishops line; thence with the Bishop lines N 7 E 22.12 rods to a post; thence S 81.75 E 42.6 rods to a post in Bishops line, and corner to Mrs. Dorsey; thence with her line N $141\frac{1}{2}$ W 156.56 rods to a post; thence N $86\frac{1}{4}$ W 92.24 rods to a post; corner to John L. Zacharys land; thence with his lines S 6 W 30.92 rods; S $10\frac{1}{2}$ W 20.6 rods; S 11 W 19.12 rods to a post; thence S $33\frac{1}{2}$ W 10.6 rods to a post at roadway; thence down same N 57.75 W 4.6 rods; N $91\frac{1}{2}$ W 18 rods; N $75\frac{1}{2}$ W 4 rods; N 83.75 W 33.68 rods; N $75\frac{1}{2}$ W 22.72 rods; N 78 W 21.92 rods; N 70 W 27.88 rods to center of Wilson Run road; thence down same S $421\frac{1}{2}$ W 2.68 rods; S 85 W 2 rods to the beginning, containing 127 acres 48 square rods.

Being the same property conveyed to William B. Gray and Eunice Gray, from Alice Saunders, widow, et al., by deed dated February 1950, and recorded in Deed Book 107, Page 465, Fleming County Clerk's Office. William B. Gray died on June 26, 1991, leaving Eunice M. Gray as sole owner of the property pursuant to the survivorship provision in said deed. Eunice M. Gray died testate on July 23, 2019, giving the Executor the power to sell real estate. See will recorded in Will Book 9, Page 420, Fleming County Clerk's Office.

TRACT 2:

A certain tract of land lying and being in Fleming County, Kentucky, and Beginning in the center of the Wilson Run Turnpike and corner to Avery Newman's tract; thence with the Newman's lines, S 70° East 27.68 rods; South 76° East 21.92 rods; South $75\frac{1}{2}^\circ$ East 22.72 rods; thence South $83\frac{3}{4}^\circ$ East 33.68 rods; South $75\frac{1}{2}^\circ$ East 4 rods; South $81\frac{1}{2}^\circ$ East 18 rods to a gate post; thence South $57\frac{3}{4}^\circ$ East 4.6 rods to a post; thence leaving roadway, North $33\frac{1}{2}^\circ$ East 10.6 rods; North 11° East 19.12 rods; North $10\frac{1}{2}^\circ$ East 20.6 rods; North 6° East 30.92 rods to a post, corner to Newman; thence North $86\frac{1}{4}^\circ$ West 96.64 rods to a post; thence North 56° West 7.2 rods to an elm; thence South 400 West 4.52 rods to a wild cherry; thence South $86\frac{1}{2}^\circ$ West 1.76 rods to a locust; thence North $85\frac{1}{2}^\circ$ West 11.76 rods to center of Wilson Run Road; thence down the same its approximate center, South 14° West 11.64 rods; South $32\frac{1}{2}^\circ$ West 2 rods; South

37³/₄° West 10 rods; South 29¹/₂° West 18 rods; South 23¹/₂° West 21.32 rods to the Beginning, CONTAINING 56 Acres, more or less. Being the same property conveyed to W. B. Gray and Eunice Gray, his wife, from Estle Newsome and Verna Lucille Newsome, his wife, by deed dated December 24, 1957, and recorded in Deed Book 115, Page 24, Fleming County Clerk's Office, William B. Gray died on June 26, 1991, leaving Eunice M. Gray as sole owner of the property pursuant to the survivorship provision in said deed. Eunice M. Gray died testate on July 23, 2019, giving the Executor the power to sell real estate. See will recorded in Will Book 9, Page 420, Fleming County Clerk's Office.

TRACT 3:

A certain tract of land lying and being in Fleming County, Kentucky and more particularly described as follows:

Beginning in the fence line of Second Parties farm corner to Harold Himes and wife and the property conveyed by this deed; thence in a general Southerly direction following the Himes property line to a point corner to Betty Hanun's property; thence at an approximate right angle following the property line of Betty Hamm and Purnell and First Parties other property which is not being conveyed, to Don Hamm's property line; thence in a general Northerly direction following Don Hamm's property line to Second Parties other property; thence following Second Parties other property line following a general Westerly and Northwesterly course to the beginning, containing 55 acres, more or less.

seller

Being the same property conveyed to William B. Gray and Eunice Gray, his wife, from W. Bruce Gardner and Geneva Gardner, his wife, by deed dated March 24, 1979, and recorded in Deed Book 148, Page 241, Fleming County Clerk's Office.

William B. Gray died on June 26, 1991, leaving Eunice M. Gray as sole owner of the property pursuant to the survivorship provision in said deed. Eunice M. Gray died testate on July 23, 2019, giving the Executor the power to sell real estate. See will recorded in Will Book 9, Page 420, Fleming County Clerk's Office.

Tax ID No.: 059-00-00-010.00

FLEMING COUNTY
D287 PG664

DOCUMENT NO: 115053
RECORDED: 5/30/2023 3:53:19 PM
VIA ERECORDING
TRANSFER TAX: \$0.00
TOTAL FEES: \$49.00
COUNTY CLERK: JARROD R FRITZ
DEPUTY CLERK: JENNIFER
COUNTY: FLEMING COUNTY
BOOK: D287 PAGES: 659-664

After recording, return to:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment") is entered into as of March 30th, 2023 (the "Effective Date"), by and between **Hummingbird Solar LLC**, a Kentucky limited liability company (the "Assignor"), and **Hummingbird Energy LLC**, a Delaware limited liability company (the "Assignee"). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement, as applicable (defined below).

Recitals

A. Assignor, as Purchaser, is a party to that certain Option Agreement dated February 12, 2020, as amended by that certain Amended and Restated Option Agreement dated March 30th, 2023 (collectively, the "Agreement"), with Spencer Rapp and Rebecca Rapp, husband and wife, as Seller, pertaining to land identified as Tax Parcel No. 071-00-00-004.00 containing approximately 195.70 acres located in Fleming County, Kentucky (the "Land") more fully described in Exhibit A attached hereto.

B. The Agreement is evidenced by that certain Memorandum of Amended and Restated Option Agreement, dated April 3, 2023, recorded in the Recorder's Office of Fleming County, Kentucky, on April 11, 2023, in Book D287, at Page 132.

C. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept and assume, all of the rights and obligations of Assignor under the Agreement as hereinafter provided.

For and in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

Agreements

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee acknowledges receipt of and hereby assumes, all of Assignor's rights, benefits, privileges and obligations in, to and under the Agreement after the Effective Date.
2. Except as expressly provided herein, the parties acknowledge and agree that Assignee is not assuming any other obligations or liabilities of Assignor of any kind or nature, known, unknown, contingent, or otherwise pursuant to this Assignment.
3. Nothing in this Assignment is intended to modify, amend, or alter in any respect any of the terms of the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.
4. The parties hereto agree to take all such further actions and execute, acknowledge, and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Without limiting the foregoing, (a) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively sell, assign, transfer and deliver to Assignee the Agreement and all rights of Assignor thereunder, and, (b) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume the Agreement.
5. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.
7. This Assignment may be recorded.

[Signatures on following page]

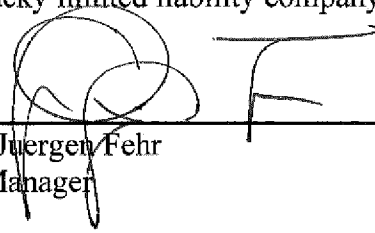
[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: _____
Name: Juergen Fehr
Title: Manager

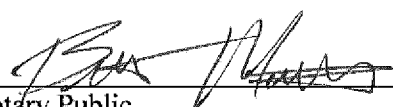


ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

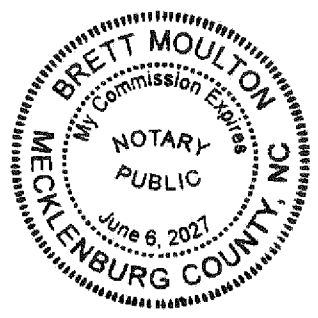
COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.



Notary Public
My Commission Expires: June 6 2027

[SEAL]

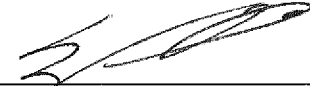


[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNEE:

Hummingbird Energy LLC,
a Delaware limited liability company

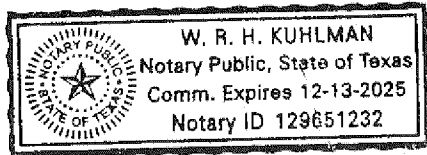
By: 
Name: Spivey Paup
Title: Vice President


ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was ACKNOWLEDGED before me on the 30th day of MARCH, 2023, by Spivey Paup, the Vice President of HUMMINGBIRD ENERGY LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]

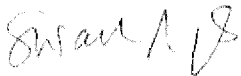



Notary Public - State of Texas

My Commission Expires:
12-13-2025

WRH KUHLMAN
Printed Name of Notary Public
Notarial Registration Number: 129651232

This Instrument Prepared by:



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

Exhibit A

The Land

Property located in Fleming County, Kentucky, commonly identified as APN: **071-00-00-004.00** and in the location more particularly described as follows:

TRACT NO. I

PARCEL NO. I:

A certain tract of land located in Fleming County, Kentucky, and being more particularly described as follows:

BEGINNING, at the edge of Kentucky Highway #3301 and corner to Second Parties other property; thence N 75 deg. W 848.5 feet; thence N 08 deg. E 1811 feet; thence S 68 deg. W 774.5 feet; thence S 63 deg. W 438 feet; thence S 02 deg. W 48 feet; thence N 84 deg. W 425 feet; thence N 54 deg. W 120 feet; thence N 83 deg. W 200 feet; thence S 45 deg. W 172 feet; thence S 16 deg. E 208 feet; thence S 13 deg. E 400 feet; thence S 52 deg. E 57 feet; thence S 22 deg. E 200 feet; thence S 60 deg. E 600 feet; thence S 07 deg. E 839 feet; thence N 76 deg. E 1644 feet; thence N 00 deg. E 70 feet to the beginning, containing 67.136 acres, more or less.

PARCEL NO. II:

A tract of land fronting on Kentucky Highway 3301 and on the East side thereof and bordered by the property of Adrian William and Shirley Williams, and containing .30 acres, more or less.

Being the same property conveyed to LeRoy Yoder, Jr. and Mary A. Yoder, his wife, from Stove Fearin and Cathy Fearin.; his wife, by a deed of conveyance dated April 1, 1993, of record in **Deed Book 176, Page 393**, of the Fleming County Clerk's Office.

THERE IS EXCEPTED AND NOT HEREIN CONVEYED, the following described property;

A certain tract or parcel of land located in Fleming County, Kentucky, and being more particularly described as follows:

A tract of land fronting on Kentucky Highway 3301 and on the East side thereof and bordered by the property of Adrian Williams and Shirley Williams and Salyers and containing 0.30 acres, more or less.

Being the same property conveyed to Adrian Williams and Shirley Williams, husband and wife, from Leroy Yoder, Jr. and Mary A. Yoder, husband and wife, by a deed of conveyance dated April 1, 1993, of record in Deed Book 176, Page 398, of the Fleming County Clerk's Office.

TRACT NO. II

Property located in Fleming County, Kentucky, and more particularly described as follows:

BEGINNING at post, corner to Clarence Gray; thence with his lines N 63 ½ W 600 feet to a sycamore; thence N 24 W 194 feet to a post; thence N 44 W 66 feet to an elm; thence N 13 ½ W 200 feet to a post; thence N 19 ½ W 182 feet to a post; thence N 79 ½ W 234 feet to a walnut; thence S 82 W 253 feet to a walnut; thence N 41 ½ W 107 feet to a buckeye; thence N 86 W 106 feet to a dead ash; thence N 30 W 30 feet to an elm; thence S 58 W 50 feet; N 80 W 145 feet; N 55 W 136 feet to a sycamore; thence crossing the branch S 52 W 48 feet to an ash; thence S 69 ¼ feet to a gum; thence N 8 S W 1133 feet to a post; thence 8 13 ½ E 2739 feet to a post corner to Irvin Ham's; thence N 71 ½ E 600 feet to the western side of passway; thence S 17 17 E 1563 feet to the center of County Road; thence N 71 ½ E 24 feet; thence N 17 W 1563 fence to a post, corner to Howard Sousley; thence with his line N 71 ½ E 1718 feet to a post; thence S 17 E 18 feet to a post; thence N 71 ½ E 176 feet to a post; thence N 11 W 831 feet to the beginning, containing 124.93 acres plus the roadway 0.87 acre.

Being same property conveyed to LeRoy Yoder, Jr. and Macy A. Yoder, his wife, from Abe Troyer, Jr. and Mattie Troyer, his wife, by a deed of conveyance dated May 12, 1997, of record in Deed Book 189, Page 607, of the Fleming County Clerk's Office.

TRACT NO. III

A certain tract of land fronting on Kentucky Highway No. 3301, located near Beechburg & Fleming County, Kentucky, and which is more particularly described as follows:

BEGINNING at an iron corner of Adrian and Shirley Williams and in the right of way fence line of Kentucky 3301; thence with the Williams line N 73 deg. 50' 11" W for 256.67 feet; thence N 63 deg. 52' 02" W for 255.84 feet to a stake; thence N'66 deg. 21' 06" W for 283.02 feet to a stake; thence S 13 deg. 47' 52" W for 250.38 feet to a point; thence with the H.T. Fearin line fence S 73 deg. 51' 14" E 816.53 feet to a point in the right of way of Kentucky 3301 and being 20.00 feet from center of said road; thence N 3 deg. 08' 20" E for 180.11 feet to the beginning at an iron rod 35.00 feet from center of Kentucky 3301. This parcel contains 3.6384 acres.

Being the same property conveyed to Leroy S. Yoder, Jr. and Mary A. Yoder, husband and wife, from Adrian Williams and Shirley Williams, husband and wife, by a deed of conveyance dated February 24, 1993, of record in Deed Book 176, Page 286, of record in the Fleming County Clerk's Office.

SAVE AND EXCEPT that certain tract or parcel of land in deed dated August 18, 2019, recorded August 28, 2019 in Deed Book 272, Page 390, and more particularly described as follows:

Being a 0.866 'acre tract of land located along Botkins Lane approximately 0.7 miles North of KY HWY 559 in Fleming County, Kentucky and being more particularly described as follows:

Beginning at an iron pin & cap set on the East side of the gravel drive corner to Spencer & Rebecca Rapp Deed Book 226, Page 57 at the North West corner of Marvin & Violet Lengacher Deed Book 237 Page 223 (PC 1 Slide 156); Thence along the Lengacher line and the East side of the gravel drive S10°37'29"E a distance of 564.37' to a W' iron pin and cap found (LS 2380); Thence continuing along the Lengacher line S11°30'14"E a distance of 689.83' to an iron pin and cap set; Thence S13°57'34"E a distance of 316.51' to a ½" iron pin and cap found (LS 2380) near the turn in Botkins Lane; Thence leaving the Lengacher line and crossing the gravel lane S 76°02'26"W a distance of 24.00' to an iron pin and cap set near the West side of gravel and corner to Kimberly D. Jones DB 255 PG 513 WB 7 PG 74; Thence with a line parallel to the Lengacher line along the Jones line and the West side of 11 gravel drive N 13°57'34"W a distance of 317.03' to an iron pin & cap set; Thence continuing along the same N 11°30'14"W a distance of 690.52' to an iron pin and cap set; Thence N 10°37'29" W a distance of 564.09' to an iron pin and cap set corner to Rapp and Jones; Thence along the new line of Rapp and crossing the gravel drive N78°15'29"E a distance of 24.00' to the point of beginning containing 0.866 acres according to the survey by Travis A. McGlone PLS 3919 of Buffalo Trace Surveying, LLC 5/7/2019 (Field survey completed on 5/1/2019 with a Topcon 236w total station as an urban class survey having an unadjusted traverse closure of 1:28,707 as shown in file 2019/Lowe Mark and reviewed 5/7/2019).

All iron pin & caps set were ½" x 18" rebar with an orange plastic cap stamped "T. McGlone PLS 3919."

Magnetic North Bearing observed along a random traverse line on date of survey 5/1/2019 (N5W).

Property subject to all legal right of ways, easements of record, unrecorded conveyances and existing right of way for Botkins Lane for benefit of the Fleming County Fiscal Court (Ordinance 05-005 40' total R/W).

Being a portion of the property conveyed to Spencer & Rebecca Rapp by deed recorded at the Fleming County Clerk's Office in Deed Book 226, Page 57.

Tax ID No.: 071-00-00-004.00

FLEMING COUNTY
D287 PG658

DOCUMENT NO: 115046
RECORDED: 5/30/2023 3:47:49 PM
VIA ERECORDING
TRANSFER TAX: \$0.00
TOTAL FEES: \$52.00
COUNTY CLERK: JARROD R FRITZ
DEPUTY CLERK: JENNIFER
COUNTY: FLEMING COUNTY
BOOK: D287 PAGES: 652-658

Hummingbird Energy LLC
Responses to Siting Board Staff's Post-Hearing Request for Information
Case No. 2022-00272

Request No. 6:

Provide a table with the distances from the nearest nonparticipating residence (dwelling not property line) to the following:

- a. Fencing.
- b. Closest solar panel.
- c. Closest inverter.
- d. Substation.
- e. Battery storage.

Response:

Component	Residence	Distance
a. Fencing	R109	304 feet
b. Closest solar panel	R24	350 feet
c. Closest inverter	R109	12,050 feet
d. Substation	R91	11,524 feet
e. Battery Storage	R91	11,630 feet

* Distances were derived from the Applicant's Supplemental Responses to Staff's First Request for Information, Request No. 13: Residential structures located within 2,000 feet of the Project.

Responding Witness: Chad Martin

Hummingbird Energy LLC
Responses to Siting Board Staff's Post-Hearing Request for Information
Case No. 2022-00272

Request No. 7:

Refer to the Motion for Deviation from the Setback Requirements. For the closest residence (dwelling not property line) in each neighborhood provide a table with the distance to the following:

- a. Fencing.
- b. Closest solar panel.
- c. Closest inverter.
- d. Substation.
- e. Battery storage.

Response:

Component	Beech Springs	Maddox Road	Poplar Grove	Mount Carmel	Dalesburg
a. Fencing	304 feet	307 feet	316 feet	340 feet	1,018 feet
b. Closest solar panel	350 feet	378 feet	375 feet	396 feet	1,225 feet
c. Closest inverter	12,050 feet	10,051 feet	10,013 feet	1,529 feet	1,715 feet
d. Substation	11,524 feet	8,581 feet	11,320 feet	3,722 feet	8,827 feet
e. Battery Storage	11,630 feet	8,553 feet	11,328 feet	3,781 feet	10,252 feet

* Distances were derived from the Applicant's Supplemental Responses to Staff's First Request for Information, Request No. 13: Residential structures located within 2,000 feet of the Project.

Responding Witness: Chad Martin

Hummingbird Energy LLC
Responses to Siting Board Staff's Post-Hearing Request for Information
Case No. 2022-00272

Request No. 8:

Provide the Louisville Gas & Electric (LG&E) affected systems studies for PJM Interconnection LLC Que Position AE2-038.

Response:

Please see the attached PJM System Impact Study Report for queue position AE2-038. This report was completed under PJM's prior interconnection queue process and identified the need for an affected systems study from LG&E which would have been identified in the Facilities Study for this queue position. However, because the Facilities Study for this queue position was not completed before PJM began its comprehensive queue reform from a serial process (first come, first served) to a cluster process (first ready, first served),¹ the affected system study will not be completed under the old study format. Interconnection studies will be completed for both of Hummingbird's queue positions under PJM's revised interconnection regime. Hummingbird anticipates PJM's affected systems study for queue position AE2-038 to fall within Transition Cycle 1. If affected systems are identified, the affected systems study will be identified in the Phase 2 study, projected for approximately the fourth quarter of 2024, with results of the affected system study available by the second or third quarter of 2025.

Responding Witness: Adam Peterson

¹ See PJM, Interconnection Process Reform, available at: <https://www.pjm.com/planning/service-requests/interconnection-process-reform>.



Generation Interconnection

REVISED

System Impact Study Report

for

Queue Project AE2-038

GODDARD-PLUMSVILLE 138 KV II

53.5 MW Capacity / 80 MW Energy

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1 Preface

The intent of the System Impact Study is to determine a plan, with approximate cost and construction time estimates, to connect the subject generation interconnection project to the PJM network at a location specified by the Interconnection Customer. As a requirement for interconnection, the Interconnection Customer may be responsible for the cost of constructing: Network Upgrades, which are facility additions, or upgrades to existing facilities, that are needed to maintain the reliability of the PJM system. All facilities required for interconnection of a generation interconnection project must be designed to meet the technical specifications (on PJM web site) for the appropriate transmission owner.

In some instances, a generator interconnection may not be responsible for 100% of the identified network upgrade cost because other transmission network uses, e.g. another generation interconnection, may also contribute to the need for the same network reinforcement. Cost allocation rules for network upgrades can be found in PJM Manual 14A, Attachment B. The possibility of sharing the reinforcement costs with other projects may be identified in the feasibility study, but the actual allocation will be deferred until the impact study is performed.

The System Impact Study estimates do not include the feasibility, cost, or time required to obtain property rights and permits for construction of the required facilities. The project developer is responsible for the right of way, real estate, and construction permit issues. For properties currently owned by Transmission Owners, the costs may be included in the study.

The Interconnection Customer seeking to interconnect a wind or solar generation facility shall maintain meteorological data facilities as well as provide that meteorological data which is required per Schedule H to the Interconnection Service Agreement and Section 8 of Manual 14D.

An Interconnection Customer with a proposed new Customer Facility that has a Maximum Facility Output equal to or greater than 100 MW shall install and maintain, at its expense, phasor measurement units (PMUs). See Section 8.5.3 of Appendix 2 to the Interconnection Service Agreement as well as section 4.3 of PJM Manual 14D for additional information.

2 General

The Interconnection Customer (IC), has proposed an uprate to an existing Solar/Storage generating facility located in Fleming County, Kentucky. The AE2-038 project requests an increase of 80 MW with 53.5 MW of this output being recognized by PJM as Capacity to the IC's previous AE1-144 project. The installed facilities will have a total capability of 200 MW with 133.7 MW of this output being recognized by PJM as Capacity.

The proposed in-service date for this project is 6/1/2022. This study does not imply a TO commitment to this in-service date.

Queue Number	AE2-038
Project Name	GODDARD-PLUMSVILLE 138 KV II
Interconnection Customer	Hummingbird Solar LLC
State	Kentucky
County	Fleming
Transmission Owner	EKPC
MFO	200
MWE	80
MWC	53.5
Fuel	Solar; Storage
Basecase Study Year	2022

2.1 Point of Interconnection

AE2-038 will interconnect with the EKPC transmission system tapping the Goddard to Plumville 138kV line.

The new 138 kV substation will be constructed by the IC's previous PJM Project # AE1-144.

Note: It is assumed that the 138 kV revenue metering system, gen lead and Protection & Control Equipment that will be installed for #AE1-144 will be adequate for the additional generation requested in AE2-038. Depending on the timing of the completion of the AE1-144 interconnection construction relative to the AE2-038 completion, there may (or may not) be a need to review and revise relay settings for the increased generation of AE2-038.

2.2 Cost Summary

The AE2-038 project will be responsible for the following costs:

Description	Total Cost
Attachment Facilities	\$0
Direct Connection Network Upgrade	\$0
Non Direct Connection Network Upgrades	\$0
Allocation for New System Upgrades	\$17,650,000
Contribution for Previously Identified Upgrades	\$6,016,000
Total Costs	\$23,666,000

3 Transmission Owner Scope of Work

4 Attachment Facilities

The total preliminary cost estimate for the Attachment work is given in the table below. These costs do not include CIAC Tax Gross-up.

No additional TO attachment facilities required beyond those identified for AE1-144.

5 Direct Connection Cost Estimate

The total preliminary cost estimate for the Direct Connection work is given in the table below. These costs do not include CIAC Tax Gross-up.

No additional direct connection network upgrades required beyond those identified for AE1-144.

6 Non-Direct Connection Cost Estimate

The total preliminary cost estimate for the Non-Direct Connection work is given in the table below. These costs do not include CIAC Tax Gross-up.

No additional non-direct connection network upgrades required beyond those identified for AE1-144.

7 Incremental Capacity Transfer Rights (ICTRs)

None

8 Interconnection Customer Requirements

1. An Interconnection Customer entering the New Services Queue on or after October 1, 2012 with a proposed new Customer Facility that has a Maximum Facility Output equal to or greater than 100 MW shall install and maintain, at its expense, phasor measurement units (PMUs). See Section 8.5.3 of Appendix 2 to the Interconnection Service Agreement as well as section 4.3 of PJM Manual 14D for additional information.
2. The Interconnection Customer may be required to install and/or pay for metering as necessary to properly track real time output of the facility as well as installing metering which shall be used for billing purposes. See Section 8 of Appendix 2 to the Interconnection Service Agreement as well as Section 4 of PJM Manual 14D for additional information.

9 Revenue Metering and SCADA Requirements

9.1 PJM Requirements

The Interconnection Customer will be required to install equipment necessary to provide Revenue Metering (KWH, KVARH) and real time data (KW, KVAR) for IC's generating Resource. See PJM Manuals M-01 and M-14D, and PJM Tariff Sections 24.1 and 24.2.

9.2 EKPC Requirements

The Interconnection Customer will be required to comply with all EKPC Revenue Metering Requirements for Generation Interconnection Customers. The Revenue Metering Requirements may be found within the "EKPC Facility Connection Requirements" document located at the following link:

<http://www.pjm.com/planning/design-engineering/to-tech-standards/ekpc.aspx>

10 Network Impacts

The Queue Project AE2-038 was evaluated as a 80.0 MW (Capacity 53.5 MW) injection into a tap of the Goddard – Plumville 138 kV line substation in the EKPC area. Project AE2-038 was evaluated for compliance with applicable reliability planning criteria (PJM, NERC, NERC Regional Reliability Councils, and Transmission Owners). Project AE2-038 was studied with a commercial probability of 100%. Potential network impacts were as follows:

Summer Peak Load Flow

11 Generation Deliverability

(Single or N-1 contingencies for the Capacity portion only of the interconnection)

AE2-038 Generation Deliverability														
#	Type	Contingency Name	Affected Area	Facility Description	Bus		Cir.	PF	Loading		Rating		MW Con.	FG App.
					From	To			Initial	Final	Type	MVA		
1	Non	Non	EKPC - DAY	7SPURLOCK-09STUART 345 kV line	342838	253077	1	DC	99.81	101.42	NR	1240	19.91	1

12 Multiple Facility Contingency

(Double Circuit Tower Line, Fault with a Stuck Breaker, and Bus Fault contingencies for the full energy output)

AE2-038 Multiple Facility Contingency														
#	Type	Contingency Name	Affected Area	Facility Description	Bus		Cir.	PF	Loading		Rating		MW Con.	FG App.
					From	To			Initial	Final	Type	MVA		
2	DCTL	DEO&K-DAY-EKPC.C5 4541MELDAHLSRLOCKSTUARTSP URLOCKDPLEK	EKPC - EKPC	2PLUMVILLE-2MURPHYSVIL 69 kV line	342091	341923	1	AC	91.24	102.03	ER	63	8.0	3

13 Contribution to Previously Identified Overloads

(This project contributes to the following contingency overloads, i.e. "Network Impacts", identified for earlier generation or transmission interconnection projects in the PJM Queue)

AE2-038 Contribution to Previously Identified Overloads														
#	Type	Contingency Name	Affected Area	Facility Description	Bus		Cir.	PF	Loading		Rating		MW Con.	FG App.
					From	To			Initial	Final	Type	MVA		
3	DCTL	DEO&K-DAY-EKPC.C5 4541MELDAHLSRLOCKSTUARTSP URLOCKDPLEK	AEP - AEP	05WLDCAT-05HILLSB 138 kV line	246946	243019	1	AC	142.6 1	146.17	ER	185	7.77	5

#	Type	Contingency	Affected Area	Facility Description	Bus		Cir.	PF	Loading		Rating		MW Con.	FG App.
		Name			From	To			Initial	Final	Type	MVA		
4	LFFB	DAY_P4_STUART_HH	AEP - AEP	05WLDCAT- 05HILLSB 138 kV line	246946	243019	1	AC	116.7 7	119.2	ER	185	5.3	

14 Potential Congestion due to Local Energy Deliverability

PJM also studied the delivery of the energy portion of this interconnection request. Any problems identified below are likely to result in operational restrictions to the project under study. The developer can proceed with network upgrades to eliminate the operational restriction at their discretion by submitting a Merchant Transmission Interconnection request.

Note: Only the most severely overloaded conditions are listed below. There is no guarantee of full delivery of energy for this project by fixing only the conditions listed in this section. With a Transmission Interconnection Request, a subsequent analysis will be performed which shall study all overload conditions associated with the overloaded element(s) identified.

#	Type	Name	Affected Area	Facility Description	From	To	Cir.	PF	Initial	Final	Type	MVA	MW Con.	FG App.
5	N-1	EKPC_P1-2_SPUR-STU345	AEP - AEP	05WLDCAT- 05HILLSB 138 kV line	246946	243019	1	AC	116.1 7	118.6	ER	185	5.31	
6	Non	Non	EKPC - DAY	7SPURLOCK- 09STUART 345 kV line	342838	253077	1	AC	95.09	97.5	NR	1240	29.77	
7	Non	Non	EKPC - DAY	7SPURLOCK- 09STUART 345 kV line	342838	253077	1	AC	95.09	97.5	NR	1240	29.77	
8	N-1	345 DEO&K B2 RED BANK-SG- ZIMMER 4545	EKPC - DAY	7SPURLOCK- 09STUART 345 kV line	342838	253077	1	DC	97.04	99.15	ER	1532	32.11	
9	N-1	EKPC_P1-2_GODD-PLUM 138-B	EKPC - EKPC	AE1-144 TAP- 4GODDARD 138 kV line	939140	342589	1	AC	63.59	105.81	ER	186	80.0	

#	Type	Name	Affected Area	Facility Description	From	To	Cir.	PF	Initial	Final	Type	MVA	MW Con.	FG App.
10	N-1	EKPC_P1-2_GODD-PLUM 138-A	EKPC - EKPC	AE1-144 TAP-4PLUMVILLE 138 kV line	939140	342634	1	AC	65.65	107.28	ER	186	80.0	

15 Steady-State Voltage Requirements

(Summary of the VAR requirements based upon the results of the steady-state voltage studies)

To be evaluated during the Facilities Study Phase

16 Stability and Reactive Power Requirements for Low Voltage Ride Through

(Summary of the VAR requirements based upon the results of the dynamic studies)

To be evaluated during the Facilities Study Phase

17 Light Load Analysis

Light Load Studies (applicable to wind, coal, nuclear, and pumped storage projects).

Not required

18 System Reinforcements

New System Reinforcements

(Upgrades required to mitigate reliability criteria violations, i.e. Network Impacts, initially caused by the addition of this project generation)

Facility	Upgrade Description	Cost	Cost Allocation	Upgrade Number
7SPURLOCK-09STUART 345 kV line (from bus 342838 to bus 253077 ckt 1)	<p>EKPC End EKPC SE rating is 1532 MVA. The EKPC end does not require upgrades.</p> <p>Dayton Reinforcement: Project ID: N5780 Description: Re-conductor Stuart-Spurlock line with twin bundle 1033 Curlew ACCR conductor. Type: FAC Cost: \$17,000,000 Time Estimate: 18 Months Ratings: 1556 MVA SE</p> <p>AE2-038 is the driver for this upgrade.</p>	\$17,000,000	\$17,000,000	N5780
2PLUMVILLE-2MURPHYSVIL 69 kV line (from bus 342091 to bus 341923 ckt 1)	<p>EKPC Reinforcement: Project ID: N6480 Description: Increase the maximum operating temperature of the 266 MCM ACSR conductor in the Murphysville-Plumville 69 kV line section to 266 degrees F (9.9 miles) Type: FAC Cost: \$650,000 Time Estimate: 9 Months Ratings: 66 MVA SE</p> <p>AE2-038 is the driver for this upgrade.</p>	\$650,000	\$650,000	N6480
	Total	\$17,650,000	\$17,650,000	

Contribution to Previously Identified System Reinforcements

(Overloads initially caused by prior Queue positions with additional contribution to overloading by this project. This project may have a % allocation cost responsibility which will be calculated and reported for the Impact Study)

(Summary form of Cost allocation for transmission lines and transformers will be inserted here if any)

Facility	Upgrade Description	Cost	Cost Allocation	Upgrade Number
<p>05WLDCAT-05HILLSB 138 kV line (from bus 246946 to bus 243019 ckt 1)</p>	<p><u>AEP</u> AEP SE rating is 185 MVA.</p> <p><u>AEP Reinforcement:</u> <u>Project ID:</u> n5472 <u>Description:</u> A sag check will be required for the ACSR ~ 477 ~26/7 ~ HAWK - Conductor Section 1 to determine if the line section can be operated above its emergency rating of 185 MVA. The sag study results show that a distribution circuit crossing underneath structures 37-58 and 37-59 will need to be relocated to allow the line to be operated at its MOT. An approximate time for the sag study is 6 to 12 months after signing an interconnection agreement. Estimated Cost is \$186K. The new expected SE rating following the sag study will be 256 MVA SE. <u>Type:</u> FAC <u>Cost:</u> \$186,000 <u>Time Estimate:</u> 6-12 Months <u>Ratings:</u> 256 MVA SE</p> <p><u>Notes:</u> 1. Since the cost of the upgrade is less than \$5M, based on PJM cost allocation criteria, AE2-038 currently does not receive cost allocation towards this upgrade. 2. As changes to the PJM queue process occur (such as prior queued projects withdrawing from the queue, reducing in size, etc.) AE2-038 could receive cost allocation. 3. Although Queue Project AE2-038 may not presently have cost responsibility for this upgrade, Queue Project AE2-038 may need this upgrade in-service to be deliverable to the PJM system. 4. If Queue Project AE2-038 comes into service prior to completion of the upgrade, Queue Project AE2-038 will need an interim study.</p> <p><u>AEP Reinforcement:</u> <u>Project ID:</u> n5857 <u>Description:</u> Re-conductor/rebuild 10.03 miles section of ACSR ~ 477 ~ 26/7 ~ HAWK Conductor section 1. <u>Type:</u> FAC <u>Cost:</u> \$15,040,000 <u>Time Estimate:</u> 24-36 Months <u>Ratings:</u> 449 MVA SE</p> <p>The cost allocation is as follows:</p>	<p>\$186,000 + \$15,040,000</p>	<p>\$0 + \$6,016,000</p>	<p>N5472 N5857</p>

Queue	MW contribution	Percentage of Cost	\$ cost (\$15.04 M)			
AE1-144	11.6	60.000	9.024			
AE2-038	7.8	40.000	6.016			
Total				\$15,226,000	\$6,016,000	

Affected Systems

19 Affected Systems

19.1 LG&E

An LG&E affected system study will be required for AE2-038.

19.2 MISO

None.

19.3 TVA

None

19.4 Duke Energy Progress

None

20 Contingency Descriptions

Contingency Name	Contingency Definition
345 DEO&K B2 RED BANK-SG-ZIMMER 4545	CONTINGENCY '.345.DEO&K.B2 RED BANK-SG-ZIMMER 4545' OPEN BRANCH FROM BUS 249573 TO BUS 249577 CKT 1 OPEN BRANCH FROM BUS 249573 TO BUS 250097 CKT 1 OPEN BRANCH FROM BUS 249571 TO BUS 249573 CKT 1 END
DAY_P4_STUART_HH	CONTINGENCY 'DAY_P4_STUART_HH' OPEN LINE FROM BUS 253077 TO BUS 342838 CKT 1 / 253077 09STUART 345 342838 7SPURLOCK 345 1 OPEN LINE FROM BUS 253077 TO BUS 253076 CKT 1 / 253077 09STUART 345 253076 09STUART 138 1 END
DEO&K-DAY-EKPC.C5 4541MELDAHLSRCKSTUARTSPURLOCKD PLEK	CONTINGENCY 'DEO&K-DAY-EKPC.C5 4541MELDAHLSRCKSTUARTSPURLOCKDPLEK' OPEN BRANCH FROM BUS 342838 TO BUS 249581 CKT 1 OPEN BRANCH FROM BUS 253077 TO BUS 342838 CKT 1 END
EKPC_P1-2_GODD-PLUM 138-A	CONTINGENCY 'EKPC_P1-2_GODD-PLUM 138-A' /* GODDARD - PLUMVILLE OPEN BRANCH FROM BUS 342589 TO BUS 939140 CKT 1 /* 342589 4GODDARD 138.00 939140 AE1-144 TAP 138.00 END
EKPC_P1-2_GODD-PLUM 138-B	CONTINGENCY 'EKPC_P1-2_GODD-PLUM 138-B' /* GODDARD - PLUMVILLE OPEN BRANCH FROM BUS 939140 TO BUS 342634 CKT 1 /* 939140 AE1-144 TAP 138.00 342634 4PLUMVILLE 138.00 END
EKPC_P1-2_SPUR-STU345	CONTINGENCY 'EKPC_P1-2_SPUR-STU345' /* SPURLOCK - STUART OPEN BRANCH FROM BUS 253077 TO BUS 342838 CKT 1 /* 253077 09STUART 345.00 342838 7SPURLOCK 345.00 END
DAY_P4_STUART_HH	CONTINGENCY 'DAY_P4_STUART_HH' OPEN LINE FROM BUS 253077 TO BUS 342838 CKT 1 / 253077 09STUART 345 342838 7SPURLOCK 345 1 OPEN LINE FROM BUS 253077 TO BUS 253076 CKT 1 / 253077 09STUART 345 253076 09STUART 138 1 END

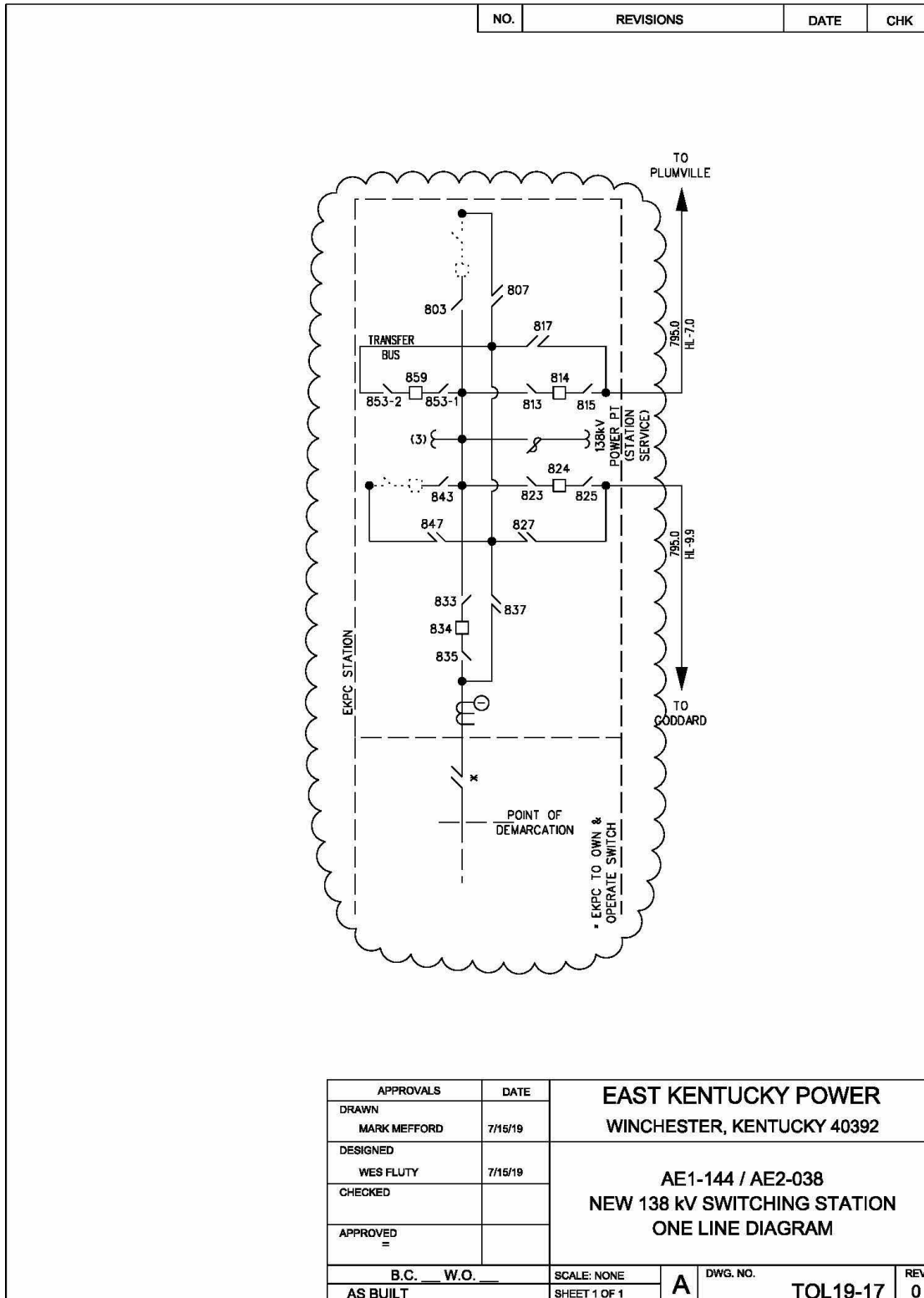
Short Circuit

21 Short Circuit

The following Breakers are overduty

None

22 Attachment 1. Single Line Diagram



23 Attachment 2: Appendices

The following appendices contain additional information about each flowgate presented in the body of the report. For each appendix, a description of the flowgate and its contingency was included for convenience. However, the intent of the appendix section is to provide more information on which projects/generators have contributions to the flowgate in question. All New Service Queue Requests, through the end of the Queue under study, that are contributors to a flowgate will be listed in the Appendices. Please note that there may be contributors that are subsequently queued after the queue under study that are not listed in the Appendices. Although this information is not used "as is" for cost allocation purposes, it can be used to gage the impact of other projects/generators.

It should be noted the project/generator MW contributions presented in the body of the report and appendices sections are full contributions, whereas the loading percentages reported in the body of the report, take into consideration the commercial probability of each project as well as the ramping impact of "Adder" contributions.

Appendix 1

(EKPC - DAY) The 7SPURLOCK-09STUART 345 kV line (from bus 342838 to bus 253077 ckt 1) loads from 99.81% to 101.42% (DC power flow) of its normal rating (1240 MVA) for non-contingency condition. This project contributes approximately 19.91 MW to the thermal violation.

<i>Bus Number</i>	<i>Bus Name</i>	<i>Full Contribution</i>
251970	08MELDL1	1.6
251971	08MELDL2	1.6
251972	08MELDL3	1.61
251968	08ZIMRHP	28.06
251969	08ZIMRLP	15.37
342918	1JKCT 1G	4.05
342921	1JKCT 2G	4.05
342924	1JKCT 3G	4.05
342927	1JKCT 4G	2.69
342930	1JKCT 5G	2.68
342933	1JKCT 6G	2.69
342936	1JKCT 7G	2.69
342939	1JKCT 9G	2.98
342942	1JKCT 10G	2.98
342957	1SPURLK1G	20.63
342960	1SPURLK2G	38.96
342963	1SPURLK3G	20.47
342966	1SPURLK4G	20.47
932461	AC2-066 C	-3.89
932551	AC2-075 C	3.44
936381	AD2-048 C	11.32
936571	AD2-072 C OI	9.29
938921	AE1-120	-6.
939131	AE1-143 C	6.95
939141	AE1-144 C OI	29.85
940531	AE2-038 C OI	19.91
941411	AE2-138 C	57.64
941981	AE2-210 C OI	19.86
942411	AE2-254 C OI	4.65
942591	AE2-275 C OI	14.5
942891	AE2-308 C OI	24.35
943111	AE2-339 C	6.81
LTF	CARR	0.48
LTF	CBM-S1	14.13
LTF	CBM-S2	1.95
LTF	CBM-W1	5.76
LTF	CBM-W2	71.61
LTF	CIN	8.26
LTF	CPL	0.43

<i>LTF</i>	<i>IPL</i>	<i>5.19</i>
<i>LTF</i>	<i>LGE-0012019</i>	<i>5.69</i>
<i>LTF</i>	<i>LGEE</i>	<i>5.38</i>
<i>LTF</i>	<i>MEC</i>	<i>9.35</i>
<i>LTF</i>	<i>RENSSELAER</i>	<i>0.38</i>
<i>LTF</i>	<i>WEC</i>	<i>0.93</i>
<i>930061</i>	<i>ABI-014 C</i>	<i>-6.48</i>
<i>925981</i>	<i>ACI-074 C OI</i>	<i>14.48</i>
<i>926061</i>	<i>ACI-085 C OI</i>	<i>-36.4</i>
<i>926951</i>	<i>ACI-182</i>	<i>4.3</i>

Appendix 2

None.

Appendix 3

(EKPC - EKPC) The 2PLUMVILLE-2MURPHYSVIL 69 kV line (from bus 342091 to bus 341923 ckt 1) loads from 91.24% to 102.03% (AC power flow) of its emergency rating (63 MVA) for the tower line contingency outage of 'DEO&K-DAY-EKPC.C5 4541MELDAHLSPRLCKSTUARTSPURLOCKDPLEK'. This project contributes approximately 8.0 MW to the thermal violation.

<i>Bus Number</i>	<i>Bus Name</i>	<i>Full Contribution</i>
939141	AE1-144 C O1	8.02
939142	AE1-144 E O1	3.98
940531	AE2-038 C O1	5.35
940532	AE2-038 E O1	2.65
LTF	BLUEG	0.19
LTF	CARR	< 0.01
LTF	CBM-S1	0.1
LTF	CBM-S2	0.04
LTF	CBM-W2	0.12
LTF	COFFEEN	0.01
LTF	CPL	< 0.01
LTF	DUCKCREEK	0.03
LTF	EDWARDS	0.02
LTF	FARMERCITY	< 0.01
LTF	G-007	0.03
LTF	GIBSON	< 0.01
LTF	NEWTON	0.03
LTF	O-066	0.17
LTF	PRAIRIE	0.02
LTF	RENSSELAER	< 0.01
LTF	TILTON	0.02
LTF	TRIMBLE	0.03

Appendix 4

None.

Appendix 5

(AEP - AEP) The 05WLDCAT-05HILLSB 138 kV line (from bus 246946 to bus 243019 ckt 1) loads from 142.61% to 146.17% (AC power flow) of its emergency rating (185 MVA) for the tower line contingency outage of 'DEO&K-DAY-EKPC.C5 4541MELDAHLSRCLCKSTUARTSPURLOCKDPLEK'. This project contributes approximately 7.77 MW to the thermal violation.

<i>Bus Number</i>	<i>Bus Name</i>	<i>Full Contribution</i>
932551	AC2-075 C	0.76
932552	AC2-075 E	0.39
936381	AD2-048 C	4.
936382	AD2-048 E	1.99
939141	AE1-144 C OI	7.79
939142	AE1-144 E OI	3.86
940531	AE2-038 C OI	5.19
940532	AE2-038 E OI	2.57
941411	AE2-138 C	10.54
941412	AE2-138 E	3.9
941981	AE2-210 C OI	3.63
941982	AE2-210 E OI	1.37
943111	AE2-339 C	1.38
943112	AE2-339 E	0.68
LTF	CARR	0.05
LTF	CBM-S1	2.92
LTF	CBM-S2	0.51
LTF	CBM-W1	0.91
LTF	CBM-W2	13.23
LTF	CIN	1.29
LTF	CPLE	0.14
LTF	G-007	0.14
LTF	IPL	0.72
LTF	LGEE	1.12
LTF	MEC	1.61
LTF	O-066	0.91
LTF	RENSSELAER	0.04
LTF	WEC	0.14
916272	Z1-080 E	0.56
918802	AA1-099 E	0.37
925981	AC1-074 C OI	3.22
925982	AC1-074 E OI	1.38
926101	AC1-089 C OI	38.83
926102	AC1-089 E OI	63.35

Hummingbird Energy LLC
Responses to Siting Board Staff's Post-Hearing Request for Information
Case No. 2022-00272

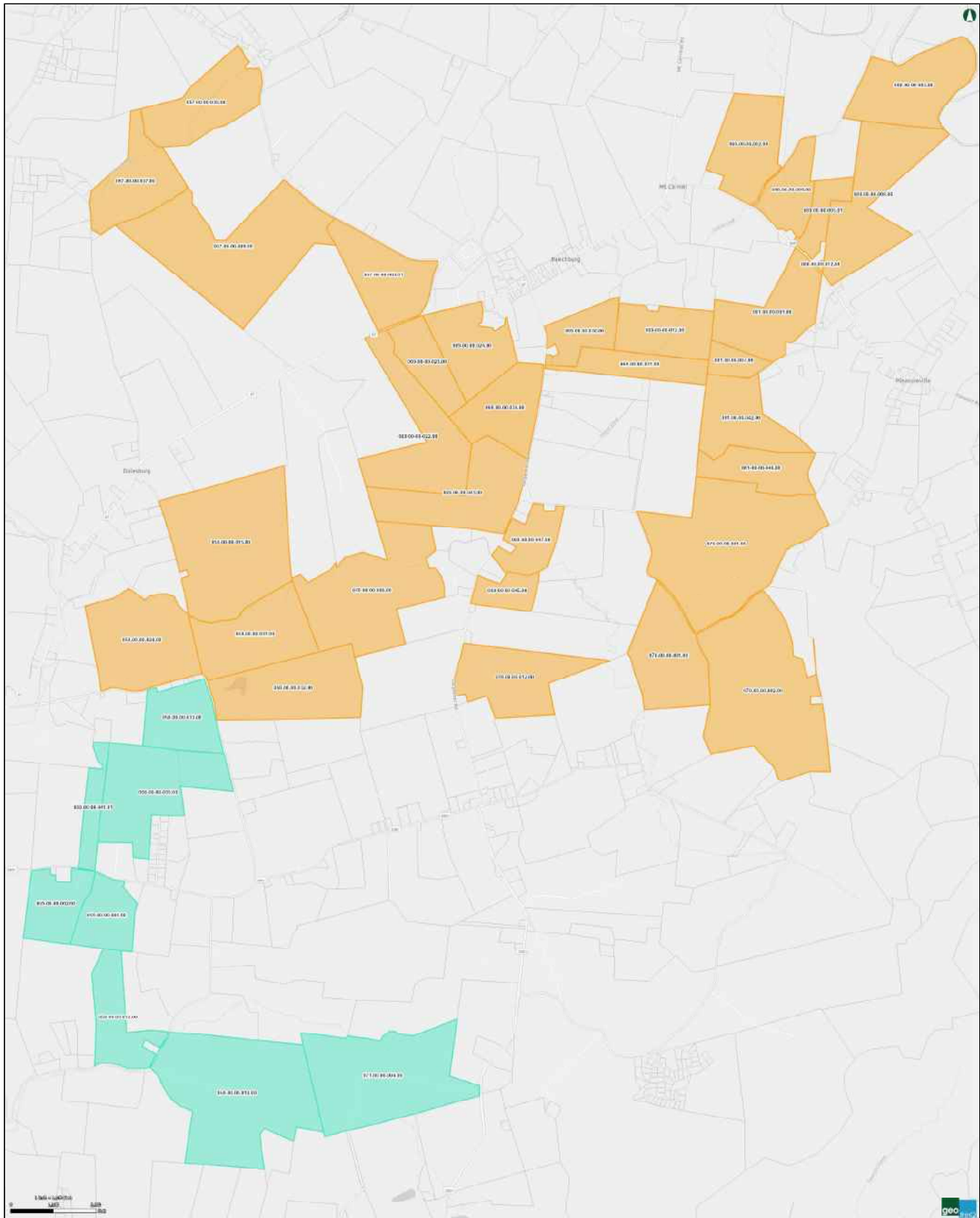
Request No. 9:

Provide a one-page map that shows which project parcels are part of PJM Que Position AE1-144 and which project parcels are part of PJM Que Position AE2-038.

Response:

Please see attached.

Responding Witness: Orla Lavender



Hummingbird Energy AE1-144 & AE2-038 Queue Position Breakdown

- Agreements Attributed to AE1-144 Queue Position
- Agreements Attributed to AE2-038 Queue Position

Hummingbird Energy LLC
Responses to Siting Board Staff's Post-Hearing Request for Information
Case No. 2022-00272

Request No. 10:

Provide documentation the PJM que positions have been reassigned to Hummingbird Energy.

Response:

Please see the attached email communications between PJM and Hummingbird Energy LLC. This series of emails is in connection with Hummingbird's submission of letters of credit for its required Readiness Deposits to PJM as part of the comprehensive reforms to its interconnection queue process from a serial "first come, first served" approach to a clustered "first ready, first served" approach. These communications show that Hummingbird Energy LLC is the legal entity in PJM's database for queue positions AE1-144 and AE2-038. Please refer to the attachment to Response No. 5 for real property assignment documents to Hummingbird Energy.

Responding Witness: Adam Peterson

Stevenson, Pierce T.

From: Liam Kelley <Liam.Kelley@recurrentenergy.com>
Sent: Thursday, August 3, 2023 1:01 PM
To: Stephanie Salas
Subject: FW: AE1-144 & AD2-038 Draft LoC
Attachments: Hummingbird - LC Form - 320K.docx; Hummingbird - LC Form - 400K.docx

From: Liam Kelley
Sent: Thursday, August 3, 2023 12:34 PM
To: Adam Mansour <Adam.Mansour@recurrentenergy.com>
Subject: FW: AE1-144 & AD2-038 Draft LoC

Also highlighting the note that the comma between Energy and LLC should be removed

From: Duet, Candice <Candice.Duet@pjm.com>
Sent: Tuesday, August 1, 2023 11:15 AM
To: Liam Kelley <Liam.Kelley@recurrentenergy.com>; Anuj Dixit <Anuj.Dixit@RecurrentEnergy.com>
Cc: Collateral <Collateral@pjm.com>
Subject: FW: AE1-144 & AD2-038 Draft LoC

Caution: External Mail

This email originated from outside the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe

Hello Liam,

The wording on these 2 LCs look good and are approved besides the name. We show no comma between Energy and LLC. Is this ok with you to update the LCs by removing all the commas from the name?

Candice Duet
Senior Credit Analyst, Credit Risk & Collateral Management

C: (630) 621-0233 | Candice.Duet@pjm.com
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403

From: System Planning Admin <SystemPlanning.Admin@pjm.com>
Sent: Tuesday, August 1, 2023 9:59 AM
To: Collateral <Collateral@pjm.com>

Cc: IP Admin <IPAdmin@pjm.com>
Subject: FW: AE1-144 & AD2-038 Draft LoC

Collateral,

Please review the language on the attached Readiness LOC draft. The amount & queue is correct. The have to remove the comma from the LLC name. In our database we have the name as **Hummingbird Energy LLC**. This entry been added to the tracker spreadsheet. Please respond to Liam and his team below with any additional discrepancies.

Thanks,

Steve Neal

Analyst I, Interconnection Projects
(610) 666-4655 (office) | (484) 975-2698 (cell) | Steven.Neal@pjm.com
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403

From: Liam Kelley <Liam.Kelley@recurrentenergy.com>
Sent: Tuesday, August 1, 2023 10:06 AM
To: System Planning Admin <SystemPlanning.Admin@pjm.com>
Cc: Anuj Dixit <Anuj.Dixit@RecurrentEnergy.com>
Subject: RE: AE1-144 Draft LoC



External Email! Think before clicking links or attachments.

Contact the Support Center immediately if you click on a link or open an attachment that appears malicious.

Hi Steve,

I have attached the letters that reflect the Hummingbird Energy LLC entity for both AE1-144 and AE2-038. Apologies, the previous Hummingbird Solar version were outdated. We wish to use Hummingbird Energy LLC and keep our same positions. Let me know if you need anything else.

Thanks,

.....

Liam Kelley
Analyst – Grid Strategy and Analytics



A subsidiary of Canadian Solar

Recurrent Energy
98 San Jacinto BLVD, STE 750, Austin, TX, 78701

(E) Liam.Kelley@recurrentenergy.com (W) <https://recurrentenergy.com/>

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From: System Planning Admin <SystemPlanning.Admin@pjm.com>
Sent: Tuesday, August 1, 2023 9:09 AM
To: Liam Kelley <Liam.Kelley@recurrentenergy.com>; System Planning Admin <SystemPlanning.Admin@pjm.com>
Cc: Anuj Dixit <Anuj.Dixit@RecurrentEnergy.com>
Subject: RE: AE1-144 Draft LoC

Caution: External Mail

This email originated from outside the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe

Hello Liam,

Thanks for submitting your readiness drafts.

Both drafts (AE1-144 & AE2-038) looks great besides the LLC name. PJM has both names as **Hummingbird Energy LLC**. If you would like to change the names to **Hummingbird Solar, LLC** we require the attached document to be completed and signed. If you would like to move forward with changing the name please remember to include queue #'s A12-123 & A12-124 since they're updates. If the name should remain as is, please update and resend the drafts.

Thanks,

Steve Neal

Analyst I, Interconnection Projects
(610) 666-4655 (office) | (484) 975-2698 (cell) | Steven.Neal@pjm.com
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403

From: Liam Kelley <Liam.Kelley@recurrentenergy.com>
Sent: Monday, July 31, 2023 3:17 PM
To: System Planning Admin <SystemPlanning.Admin@pjm.com>
Cc: Anuj Dixit <Anuj.Dixit@RecurrentEnergy.com>
Subject: AE1-144 Draft LoC



External Email! Think before clicking links or attachments.

Contact the Support Center immediately if you click on a link or open an attachment that appears malicious.

Hello PJM System Planning,

Attached for your approval is the draft Letter of Credit for AE1-144 – the Hummingbird Solar Project 100 MW Phase 1. Upon approval, we will submit the executed version to Queue Point and overnight the signed original letter.

Thank you,

.....

Liam Kelley

Analyst – Grid Strategy and Analytics



A subsidiary of Canadian Solar

Recurrent Energy

98 San Jacinto BLVD, STE 750, Austin, TX, 78701

(E) Liam.Kelley@recurrentenergy.com (W) <https://recurrentenergy.com/>

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Hummingbird Energy LLC
Responses to Siting Board Staff's Post-Hearing Request for Information
Case No. 2022-00272

Request No. 11:

Provide any other permits, or applications for permits, that were held by another entity that have been assigned to Hummingbird Energy.

Response:

Other than the assignments between Hummingbird Solar and Hummingbird Energy attached to Response No. 5, no other permits or applications for permits held by another entity have been assigned to Hummingbird Energy.

Responding Witness: Adam Peterson

Hummingbird Energy LLC
Responses to Siting Board Staff's Post-Hearing Request for Information
Case No. 2022-00272

Request No. 12:

Provide the Phase I Environmental Assessment.

Response:

Please find Hummingbird Energy's Phase I Environmental Assessment attached separately due to file size limitations.

Responding Witness: Adam Peterson