

- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.
7. ENCUMBRANCE OF EASEMENTS.
- 7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "**Lender**") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.
- 7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:
- 7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.
- 7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the

sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. **Default and Termination.**

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level three (3) feet below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18)

months after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. **Notices.** All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

Steven and Maria Misner
342 Swords Bend
Stafford, TX 77477

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
2701 NW Vaughn Street, Ste. 300
Portland, Oregon 97210

With copy to:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Ste. 300
Portland, Oregon 97210
Facsimile: (503) 796-6901
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

9.3. **Successors and Assigns.** This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon

Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

9.11. If Aurora utilizes spraying activities as a method of foliage growth control on the Property, such spraying will be limited to areas containing structures only.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", Steven J. Misner

Steven J. Misner

By: Steven J Misner

Printed Name:

STATE OF TEXAS §

COUNTY OF FORT BEND §

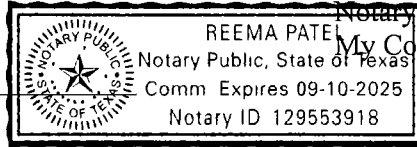
I REEMA PATEL, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 5th day of NOVEMBER, 2022

(AFFIX NOTARY SEAL OR STAMP)

Reema Patel

Notary ID. 129553918



Notary Public
My Commission Expires: 9/10/2025

"LANDOWNER", Maria R. Misner

By: *Maria R. Misner*

Printed Name: Maria R Misner

STATE OF TEXAS §

COUNTY OF FORT BEND §

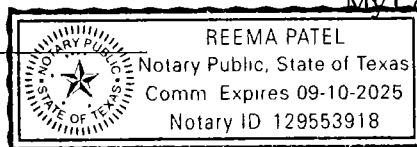
I REEMA PATEL, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 5th day of NOVEMBER, 2022

(AFFIX NOTARY SEAL OR STAMP)

Reema Patel

Notary ID. 129553918



Notary Public
My Commission Expires: 9/10/2025

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"

Aurora Solar LLC,
an Oregon limited liability company

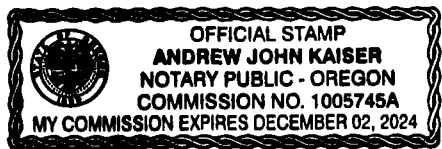
By: *Carrie Tracy*
Printed Name: **Carrie Tracy**
Title: **Authorized Representative**

LEGAL
JAB

By: *Stephanie La Pier*
Printed Name: **Stephanie La Pier**
Title: **Authorized Representative**

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me January 4th, 2023, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]
Notary Public
My commission expires: December 02, 2024
Commission No.: 1005745A

This instrument prepared by:

Justin W. Noble, Esq.
Law Offices of David A. Johnson
461 Main Street
Hazard, KY 41701

EXHIBIT A

Description of the Property

A parcel of land, Tract II of property conveyed to Everett and Pearlie M. Back by Master Commissioner Deed, dated January 3rd, 1992, and of record in Deed Book 234, Page 102, lying and being in the head of Little Pigeonroost Branch of Big Pigeonroost Branch a tributary of the North Fork of the Kentucky River. Said parcel being situated about one mile north of the community of Butterfly and about 2 miles up Big Pigeonroost Branch containing 64.72 acres more or less. The deed description is as follows:

A parcel of land lying and being in the head of Little Pigeonroost Branch of Big Pigeonroost Branch a tributary of the North Fork of the Kentucky River. Said parcel being situated about one mile north of the community of Butterfly and about 2 miles up Big Pigeonroost Branch. Said parcel being a portion of that tract of land conveyed to Bill and Sally Engle as recorded in Deed Book 80, page 432. Said parcel is more particularly bounded and described as follows:

Being at a point in the center of Little Pigeonroost Branch being the 8th corner to Tract No. 3; Thence leaving the said tract and the said branch, North 56-23-19 West 40.09 Feet to a point on an aluminum cap top a steel re-bar set at or near the beginning corner to the tract of land conveyed to Everett and Pearlie Back as recorded in Deed Book 139, Page 195. References are S13-40-39E 11.0 feet to a 12 inch pine tree and N72-19-49W 7.9 feet to a 14 inch pine tree; Thence from the 43-bar and cap extending up the hill with the lines of the said Back tract, North 24-58-10 West 968.97 Feet passing a surface mine site at 325 feet, to a steel re-bar and aluminum cap set in the center of the ridge between the said branch and Jake Campbell Branch. References are N 51-00-34E 15.6 feet to a 10 inch yellow oak tree and S84-54-36E 15.6 feet to a 15 inch black oak tree; thence leaving the said Back property and extending up the ridge with its meanders, North 38-13-21 East 157.70 feet to a red plastake, Thence North 03-21-57 East 65.77 feet to a red plastake; Thence, North 14-20-52 East 98.66 Feet to a red plastake; Thence North 09-14-06 East 91.04 Feet to a red plastake; Thence North 21-08-39 East 183.16 Feet to a red plastake; Thence North 71-17-07 East 83.93 Feet to a red plastake; Thence North 56-03-56 East 121.46 Feet to a red plastake; Thence North 65-49-46 East 75.45 feet to a red plastake; Thence North 54-28-58 East 153.65 Feet to a red plastake; Thence North 61-38-01 East 143.90 Feet a masonry nail and aluminum disc set in solid rock on top of a knob and between two 18 inch yellow oak trees; Thence, South 62-15-36 East 135.78 Feet to a lead plug, masonry nail and brass tag set in a small drill hole in solid rock; Thence North 78-44-40 East 102.80 feet to a red plastake, Thence South 73-42-45 East 139.09 Feet to a red plastake; Thence North 86-07-30 East 78.43 Feet to a red plastake; Thence, South 89-46-38 East 146.59 feet to a lead plug, masonry nail and brass tag in a small drill hole in solid rock; Thence, South 77-46-09 East 62.32 Feet to a lead plug, masonry nail and a brass tag set in a small drill hole in solid rock on top of a rock cliff; Thence North 82-27-35 East 94.63 Feet to a lead plug, masonry nail and a brass tag set in a small drill hole at the base of the rock cliff; Thence North 82-27-35 East 94.63 Feet to a lead plug, masonry nail and a brass tag set in a small drill hole at the base of the rock cliff; Thence, North 82-27-35 East 94.63 Feet to a lead plug, masonry nail and a brass tag set in a small drill hole at the base of the rock cliff; Thence, North 85-26-04 East 99.77 feet to a red plastake; Thence, North 75-16-51 East 98.04 Feet to a lead plug, masonry nail and a brass tag set in a small drill hole in a solid, flat rock; Thence, North 75-02-41 East 141.12

Feet to a red plastake; Thence North 81-28-13 East 114.19 Feet to a red plastake; Thence, North 72-48-54 East 139.72 Feet to a red plastake at the edge of old surface mine site; Thence through the mine site for seven calls, South 87-46-29 East 75.45 feet to a red plastake; Thence, North 72-48-54 East 139.72 Feet to a red plastake at the edge of old surface mine site; Thence through the mine site for seven calls, South 87-46-29 East 75.45 Feet to a red plastake; Thence, South 71-38-41 East 164.86 Feet to a steel re-bar with a aluminum cap atop set on the mine slope. Said re-bar being in the head of the said branch, Jake Campbell Branch, Sam Campbell Branch and Big Pigeonroost Branch. References are N 40-58-14W 17.4 feet to a 4 inch locust tree and N 71-17-31W 13.4 feet to a 4 inch locust tree. Said rebar and cap being a agreed corner with Mrs. Katie Combs Allen; Thence from the re-bar and cap, around the side of the mine slope formerly the spur between Big and Little Pigeonroost Branches, with an agreed line between Mrs. Pearlle Back and the said Allen for five calls, South 10-50-40 East 58.69 Feet to a red plastake, Thence, South 04-07-09 West 232.86 Feet to a red plastake, Thence, South 01-17-56 East 221.57 Feet to a red plastake, Thence, 07-33-04 West 190.32 Feet to a red plastake; Thence, South 13-41-20 West 142.72 Feet to a red plastake at the edge of the mine set and near the center of the spur between the said branches; Thence along the meanders of the said spur for the thirteen calls, South 14-07-58 West 97.24 Feet to a red plastake; Thence, South 33-24-36 West 168.38 Feet to a red plastake; Thence, South 19-51-12 West 53.69 Feet to a red plastake; Thence, South 27-26-30 West 169.98 Feet to a red plastake; Thence South 39-57-33 West 49.01 Feet to a red plastake; Thence, South 36-49-19 West 214.85 Feet to a steel re-bar and an aluminum cap being at a crest of the spur. References are S06-13-35W 10.6 feet to a 32 inch chestnut oak tree; Thence from the re-bar and cap continuing down the said spur, North 67-49-52 West 118.58 Feet to a red plastake; Thence, North 68-23-08 West 129.71 Feet to a lead plug, masonry nail and a brass tag in a small drill hole in solid rock; Thence, North 64-01-43 West 91.40 Feet to a red plastake 6 Feet northwest of an old blazed 28 inch leaning chestnut oak tree; Thence North 48-25-45 West 142.92 Feet to a red plastake on a small knob and on a rock cliff; Thence, North 72-04-48 West 30.90 Feet to a cross chiseled in solid rock on top of a rock cliff; Thence, South 88-17-25 West 241.77 Feet to a red plastake; Thence, South 52-26-13 West 98.86 Feet to a steel re-bar with an aluminum cap atop being at the 17th corner or Tract No. 3. References are N13-53-35E 24.4 feet to a 20 inch chestnut oak tree and N81-42-11E 5.2 feet to a 5 inch red oak tree; Thence from the re-bar and cap leaving the said spur and extending down the mountain with the lines of Tract No. 3 for the remaining calls, North 65-26-00 West 561.51 Feet to a cross chiseled on a planted stone set this survey on the edge go the Bank of Little Pigeonroost Creek. References are S64-14-57E 10.0 feet to a steel re-bar and aluminum cap and S87-37-17E 8.1 feet to a 18 inch poplar tree; Thence from the stone downstream with the meanders of the said branch, South 25-34-19 West 44.50 Feet to a point, Thence, South 25-34-19 West 91.15 Feet to a point, Thence, South 30-14-12 West 70.07 Feet to a point, Thence, South 17-45-16 West 101.83 Feet to a point; Thence, South 24-37-21 West 154.04 Feet to a point; Thence, South 23-33-10 West 19.32 Feet to a point; Thence, South 86-06-12 West 59.64 Feet to a point; Thence, South 20-20-05 West 120.33 Feet to the point of beginning, containing 64.72 acres by survey be the same more or less. All bearings are referenced from grid north as determined by a solar observation.

Excepted out from this parcel are the parcels previously conveyed by deed to Carrie Baker and Eric Baker, as recorded in Deed Book 313, Page 80; to Steven J. Misner and Maria R. Misner, as recorded in Deed Book 394, Page 332; to Karianne Salley, Deed Book 416, Page 525; as recorded in the Perry County Clerk's Office.

Being the same property conveyed by deed from Emily Salley, James Back, Janice Whitaker, and Gary D. Whitaker to Steven J. Misner and Maria R. Misner, dated the 11th day of June, 2022, in Deed Book 423, Page 26, records of the Perry County Clerk's Office.

EXHIBIT B
(TO BE REMOVED PRIOR TO RECORDING)

PAYMENTS TO LANDOWNER

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of Twelve Thousand Dollars (\$12,000.00) which Aurora shall pay to Landowner within sixty (60) days after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of Five Hundred Dollars (\$500.00) per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within ninety (90) days after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
 - From 1-500 linear feet of corridor: Five Thousand Dollars (\$5,000.00);
 - From 501-1000 linear feet of corridor: Ten Thousand Dollars (\$10,000.00);
 - 1001 or more linear feet of corridor: Ten Dollars per linear foot (\$10.00/LF) of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of One Thousand Dollars (\$1,000.00) within thirty (30) days prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within ninety (90) days after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement (“**Incremental Taxes**”), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within twenty-one (21) days after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

THIS INSTRUMENT WAS DRAFTED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

AFTER RECORDING PLEASE RETURN TO:

Winthrop & Weinstine
Attn: Krista A. Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT
AGREEMENT**

by and between

Kathleen Napier and Leonard Napier, wife and husband

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company
as the Lessee

Dated October 28, 2022

PREPARED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

AFTER RECORDING RETURN TO:

Winthrop & Weinstine
Attn: Krista A. Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT
AGREEMENT**

THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2022 (the “**Effective Date**”) by and between **Kathleen Napier and Leonard Napier**, wife and husband (collectively, “**Landowner**”) and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of one hundred (100) feet in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace,

relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM**. The term of the Easement and of this Agreement shall be up to forty-eight (48) years from the Effective Date.
3. **PAYMENTS TO LANDOWNER**. Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS**. Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
 - 4.1. **Landowner's Authority**. Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is

authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, but only to the extent (a) caused by Landowner or Landowner's tenants or invitees, and (b) not caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly

agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within four hundred (400) feet of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within fifteen (15) days of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

- 5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than thirty-six inches (36") below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.
- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora

shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property. Aurora will provide Landowner with advance notice of any planned spraying of the Property with pesticides, herbicides or similar chemicals.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender

a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. **Default and Termination.**

8.1. **Aurora's Right to Terminate.** Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. **Landowner's Right to Terminate.** Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. **Effect of Termination.** Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level three (3) feet below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any

continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18) months after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. **Notices.** All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

Kathleen and Leonard Napier
185 Shinglepen Drive
Bonnyman, KY 41719

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
2701 NW Vaughn Street, Suite 300
Portland, Oregon 97210

With copy to:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, Oregon 97210
Facsimile: (503) 796-6901
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

EXHIBIT A

Description of the Property

Lying and being in Perry County, Kentucky on Pigeon Roost Creek, a tributary of the North Fork of the Kentucky River, and more fully bounded and described as follows:

Beginning at the creek at a beech tree marked "x"; thence up the creek and up the hill a straight line with the coal house; thence a straight line to the top of the hill to Geraldine Campbell's line; thence back down the hill with Geraldine Campbell's line to the point of beginning.

Being the same property conveyed by deed from Ivory Napier, Lois Duff, Lonnie Duff, James Ashford Napier, Sam Napier, Tonda Napier, Lou Ann Deaton, and Samuel Wayne Deaton to Leonard Napier and Kathleen Napier, dated the 4th day of January, 1991, in Deed Book 230, Page 592, records of the Perry County Clerk's Office.

**EXHIBIT B
(TO BE REMOVED PRIOR TO RECORDING)**

PAYMENTS TO LANDOWNER

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of Two Thousand Dollars (\$2,000.00) which Aurora shall pay to Landowner within sixty (60) days after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of Five Hundred Dollars (\$500.00) per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall compensate Landowner based on the total number of linear feet of the length of the 100' wide easement corridor constructed on the Property pursuant to Section 1.1.1.1. The total amount of the compensation under this Exhibit B, Section 1.3 shall be calculated as follows:
 - Nine Thousand Dollars (\$9,000) if the total linear footage is 500 feet or less;
 - Eighteen Thousand Dollars (\$18,000) if the total linear footage is between 501 and 1,000 feet;
 - An amount calculated by multiplying Eighteen Dollars (\$18.00) per linear foot of the easement corridor, if the total linear footage is greater than 1,000 feet.

It is estimated that the length of the easement corridor on the Property will be 391 feet. Within sixty (60) days following the Effective Date of this Agreement, Aurora will pay to Landowner the sum of Four Thousand Five Hundred Dollars (\$4,500) towards the Overhead Collector System and Communications Line Payment. Within ninety (90) days following commencement of construction of the Electrical Line Facilities, Aurora shall notify Landowner of the actual, as-measured length of the easement corridor and will pay to Landowner any remaining amounts due under this Exhibit B, Section 1.3.

- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of One Thousand Dollars (\$1,000.00) within thirty (30) days prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within ninety (90) days after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken

out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within twenty-one (21) days after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing

of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

- 1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT

THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of September 3rd, 2021 (the “**Effective Date**”) by and between **Estill Allen Neace and Deborah Renee Neace, husband and wife**(“**Landowner**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.
 - 1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):
 - 1.1.1. an **overhead collection system easement**, consisting of
 - 1.1.1.1. an area of one hundred (100) feet in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and
 - 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
 - 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.
 - 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the

intention of the parties that such easements are freely assignable and not personal to Aurora.

- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
2. **TERM.** The term of the Easement and of this Agreement shall be up to forty-eight (48) years from the Effective Date.
3. **PAYMENTS TO LANDOWNER.**
 - 3.1. **Signing Bonus.** As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of Two Thousand Dollars (\$2,000.00) which Aurora shall pay to Landowner within sixty (60) days after the Effective Date of this Agreement.
 - 3.2. **Annual Payments.** On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of Five Hundred Dollars (\$500.00) per year.
 - 3.3. **Overhead Collection System and Communication Lines Payment.** Aurora shall pay Landowner a one-time payment as described below within ninety (90) days after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
 - From 1-500 linear feet of corridor: Three Thousand Dollars (\$3,000.00);
 - From 501-1000 linear feet of corridor: Six Thousand Dollars (\$6,000.00);
 - 1001 or more linear feet of corridor: Six Dollars per linear foot (\$6.00/LF) of corridor used.
 - 3.4. **Installation payment.** If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of One Thousand Dollars (\$1,000.00) within thirty (30) days prior to commencing construction on the Property.
 - 3.5. **Crop/Timber Damage.** Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within ninety (90) days after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately

prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

3.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowner shall have submitted the request for payment, together with all required documentation.

3.7. Taxes

3.7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within twenty-one (21) days after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

3.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

3.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora

where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:

4.1. Landowner's Authority. Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred

in connection with such cooperation, to the extent Aurora has approved such expenses in advance.

4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.

4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.

4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than thirty-six inches (36") below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially-reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora

shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. **ASSIGNMENT**. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. **ENCUMBRANCE OF EASEMENTS**.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "**Lender**") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire

Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level three (3) feet below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this

Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18) months after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. **Short Form.** Landowner and Aurora shall execute in recordable form and Aurora shall then record a short form of the Agreement satisfactory in form and substance to Aurora and Landowner. Landowner hereby consents to the recordation of the interest of an Assignee in the Property.

9.2. **Notices.** All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

Estill Allen Neace
478 Lower Pigeon Roost
Bonnyman, KY 41719

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
1125 NW Couch, Suite 700
Portland, Oregon 97209

With copy to:

Aurora Solar LLC
Attn: Land Management
1125 NW Couch, Suite 700
Portland, Oregon 97209
Facsimile: (503) 796-6901
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.3. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments,

including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.4. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.5. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.
- 9.6. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.7. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.8. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.9. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

- 9.10. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.11. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER",

By: Estill Neace

Printed Name: Estill Allen Neace

By: Deborah Neace

Printed Name: Deborah Renee Neace

State of Kentucky)
County of Perry) ss.

On July 19, 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Estill Neace, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such an appearance before the undersigned in the County of Perry, Kentucky.

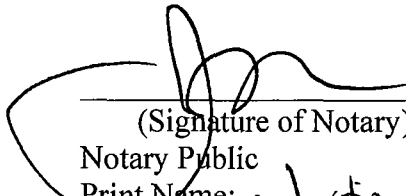
WITNESS my hand and official seal.

[Signature]
(Signature of Notary)
Notary Public
Print Name: Justin Noble
My commission expires: 7-9-25
Commission No.: KY NP 32857

State of Kentucky)
) ss.
County of Perry)

On July 19 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Deborah Neece, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such an appearance before the undersigned in the County of Perry, Kentucky.

WITNESS my hand and official seal.



(Signature of Notary)
Notary Public
Print Name: Justin Noble
My commission expires: 7-7-25
Commission No.: KYNE32857

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"
Aurora Solar LLC,
an Oregon limited liability company

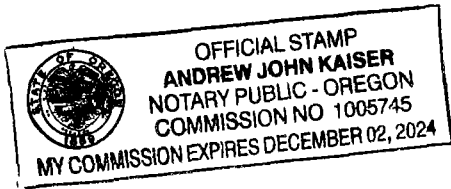
By: [Signature]
Printed Name: **Sara Parsons**
Title: Authorized Representative



By: [Signature]
Printed Name: **DANIEL SCATENA**
Title: AUTHORIZED REPRESENTATIVE

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me October 27th, 2021, by Sara Parsons and Daniel Scatena, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]
Notary Public
My commission expires: December 02, 2024
Commission No.: 1005745

EXHIBIT A

Description of the Property

All that real property located in Perry County, Kentucky, described as follows:

Parcel 1:

Beginning at a rock marked "X" at Lute Fugate's line, thence up the hill with Lute Fugate's line to top of point to a forked Locust with two hack marks on tree to a marked rock at the left of a path on a road leading from Pigeon Roost Creek to Second Creek, thence running down the ridge with Lea Collins' line to John C. Eversole line, thence with said John C. Eversole line to top of the knob to a blackjack tree with three hack marks on it, thence straight line down the knob to a wire fence, thence running with fence to creek to a marked rock, thence up creek as the creek runs to the beginning, containing 40 acres more or less.

Being the same property conveyed to Estill Allen Neace and Dewey Gorman from Geneva Caudill, by deed of correction dated January 21st, 1987 and of record in the Perry County Clerk's Office in Deed Book 211 Page 225.

Parcel ID – 061-00 00 014.00 (40 acres)

Parcel 2:

Lying and being on Lower Second Creek , a tributary of the North Fork of the Kentucky River, in Perry County, Kentucky, and further described as follows:

Beginning at a point at the intersection of Neace Road and Lower Second Creek Road, thence down the road a distance of 450 feet, thence right to Second Creek Branch; thence upstream with the branch to the point of beginning.

Being part of Tract 2 of the same property conveyed to Hargis Neace and Margie Neace, First Parties, by deed from Sherman Neace, unmarried, by deed dated June 19, 1997, recorded in Deed Book 263, Page 643 and inherited by Hargis Neace as shown by Will of Jesse Neace recorded in Will book 3 Page 316, and as shown by Affidavit of Descent of Lula Neace recorded in Deed Book 263 Page 653, all records of the Perry County Court Clerk's Office.

Parcel ID – 062-00 00 002.00 (9 acres)

Exhibit B – Parcel Map

KENTUCKY MOUNTAIN PARTNERSHIP, INC
DB 328 PG 533 01-12-2007

CAMPBELL SHERMAN-E

COUCH GLADYS
DB 411 PG 26 08-08-20

KENTUCKY MOUNTAIN PARTNERSHIP
DB 335 PG 143 10/24/2007

COUCH GLADYS
DB 411 PG 26 08-08-20

COOK JONATHAN B
DB 382 PG 78 04-10

HADDIX-SHAFTER
DB 360 PG 166 07/25/2011

KENTUCKY MOUNTAIN PARTNERSHIP, INC
DB 350 PG 76 11/20/2009

SPENCER JIMMY, LOU & CHARLENE
DB 381 PG 459 MARCH 04 2015

COUCH DENVER AND MELISSA
DB 382 PG 748 04/06/2015

LEWIS ALISHA B
DB 409 PG 424 5-22-2020

SOUTHWOOD JIMMIE & C
DB 273 PG 143 2-4-9

DUFF LONNIE RAY & LOIS
DB 321 PG 475 JANUARY 07/2006

SPENCER JAMES LOU &
DB 304 PG 272 12-18-2

KENTUCKY MOUNTAIN PARTNERSHIP
DB 336 PG 112 01/07/2008

HADDIX SHAFTER
DB 360 PG 166 07/25/2011

COUCH DENVER AND MELISSA
DB 382 PG 748 04/06/2015

PENTECOSTALS OF MANCHESTER CAMPBELL CLAUDE
DB 398 PG 748 03/26/2018 DB 122 PG 300

PENTECOSTALS OF MANCHESTER
DB 398 PG 748 03/26/2018

DUFF LOIS MESS PHILLIP
DB 231 PG 14 DB 233-673 DB 190 PG 132 DB DB 237 PG 151 5/13/96

PERKINS STEPHEN NEIL & SHIRLYN
DB 404 PG 406 06-04-19

DEATON SAMUEL
MOBILE HOME DB 231 PG 610

NEACE ESTILL ALLEN & DEBORAH RENEE
DB 264 PG 684 DB 269 PG 273 DB 264 PG 140

NAPIER LEONARD
DB 230 PG 592

COUCH DENVER AND MELISSA
DB 382 PG 748 04/06/2015

NAPIER SAM & TONDA
DB 283 PG 678 OCT 25-2000

VANHOOSE JAMES & PAULA
LB 395 PG 25 08-30-2017

NEACE ESTILL ALLEN & DEBORAH RENEE
LB 264 PG 684 DB 269 PG 273 DB 264 PG 140

HADDIX SHAFTER & MORGAN COMBS
DB 395 PG 131 09/05/2017

WILLIAMS JAMES
DB 140 PG 10 DB 223

FUGATE DIANE C & ALAMANDER
DB 190 PG 388 DB 285 PG 790 3/1/01

FUGATE DIANE C & ALAMANDER
DB 190 PG 388 DB 285 PG 790 3/1/01

MOORE OPAL

DEATON RON
DB 298 PG 560 03-11-2003

KENTUCKY MOUNTAIN PARTNERSHIP INC
DB 313 PG 365 01/14/2005

COMBS R B
DB 351 PG 726 MARCH 12 2010

JENT MCKENNA FAITH
DBK 379 722 11/07/2014

GRIGSBY PERRY & BRENDA
DB 214 PG 245

MOORE OPAL

ACIN LL
DB 274 PG 530

COMBS HERSHEL LEE
DB 279 PG 735 3-9-2000

GRIGSBY PERRY & BRENDA
DB 214 PG 245

CAMPBELL REBECCA JEAN
DB 289 PG 690 5-13-2003

BAKER DOLLY
DB 193 PG 840 DB 207 PG 408

JOHNSON SAMUEL
DB 321 PG 316 02/06/2006

HUFF PAULINE JANE &
DB 352 PG 3604-16-2010

JOHNSON FARMER & LOI
DB 207 PG 414

ACIN, LLC

WHITT, LINDA
WB 30 PG 694 JAN 3

ACIN, LLC

CAMPBELL, ELI & SHELIA
DB 217 PG 65

SPARKS, LEA
DB 335 PG 403 11-30-2007

COMBS, LEWIS JR.

FUGATE, SHIRLEY & CONNIE
DB 387 PG 211 02/01/2016

BACK, EVERETT AND PEARLIE HEIRS
DB 139 PG 195 DB 166 PG 837

COMBS, LEWIS JR.

FUGATE, KIDD, S.
DB 196 PG 380 08/25/1983

FUGATE, BARBARA
DB 316 PG 548 06-06-21

ACIN, LLC
DB 248 PG 645 09-20-1994

SCHARR, VIRIDIE LEE
DB 151 PG 77 DB 129 PG 601

CAMPBELL, ELI & S
DB 283 PG 382 9-2

COLLINS, BRITANNY & MELANIE
DB 395 PG 205 09-18-17

ENGLE, BILL & SALLY HEIRS
PIGEON ROOST, PROP

ACIN, LLC
DB 248 PG 645 09-20-1994

NEACE, SHERMAN

SHORT, JOHN W & ELIZABETH
DB 298 PG 466 3-5-03

FUGATE, HARVEY
DB 184 PG 621 DB 184 PG 624

GAYHEART, CARL & I
DB 221 PG 722

ACIN, LLC
DB 248 PG 645 09-20-1994

SHORT, JOHN W & ELIZABETH
DB 298 PG 466 3-5-03

NEACE, MALCOLM SR
DB 248 PG 415 8-29-94

FUGATE, BARBARA NELL & DEN
DB 305 PG 153

KENTUCKY MOUNTAIN PARTNERSHIP, INC.
DB 313 PG 365 01-14-2005

COMBS, ARNOLD L
LOWER PIGEON ROOST PROP

ACIN, LLC
DB 248 PG 645 09-20-1994

COMBS, R B
DB 162 PG 597 DB 351 PG 726 MAR 12 2010

COMBS, JOHN & ANGELINE
MOBILE HOME DB 251 PG 730 4-19-1995

SOUTHWOOD, TINA
DB 371 PG 600 JUNE 21 2013

ALLEN, ANDREW & JACQUELIN
DB 406 PG 377 9-23-2019

NEACE, ESTILL ALLEN & DEBORAH RENEE
DB 409 PG 480 MAY 28 2020

COMBS, SARAH, VANOVER
DB 265 PG 289 10-2-1997

NEACE, RAY & KATHY
DB 282 PG 120 7/25/00

SPENCER, JAMES AND CHARLENE
DB 370 PG 305 04-08-2013

NEACE, ESTILL ALLEN & DEBORAH RENEE
DB 409 PG 480 MAY 28 2020

HADDIX, SHAFTER
DB 360 PG 166 07/25/2011

COOK, JONATHAN & RUDY
DB 382 PG 78 04-10-2015

SPENCER, JIMMY, LOU & CHARLENE
DB 383 PG 136 6-3-2011

HADDIX, SHAFTER
DB 360 PG 166 07/25/2011

SPARKS, LEA A
DB 276 PG 227 7-29-99

GIBSON, MICHAEL WAYNE AND BRITANNY
DB 384 PG 564 09/03/2015

HURT, RAYMOND & STELLA
DB 298 PG 092 2-14-2003 DB 298 PG 750

BUSH, REVEL
DB 394 PG 518 7-3

SPENCER, JIMMY, LOU & CHARLENE
DB 388 PG 275 04-29-2016

NAPIER, LYNN - ESTATE
DB 179 PG 722 DB 226 PG 634 & 623 629 DB

SPENCER, JAMES, LOU & JAMES
DB 304 PG 272 12-18-2003

POLLARD, VANESSA S
DB 372 PG 544 08-22-2013

WEBB, ALLEN
DB 410 PG 479 08-10-20

GRIGSBY, DARRELL & VONDA
VARIOUS DEEDS

HURT, DENNY
DB 155 PG 614 DB 303 PG 14 10/13/03

FELTNER, BOYD
DB 346 PG 626 6-11-2009

SPARKS, LEA A
DB 309 PG 45 7/27/2004

HURT, CARL & JEFFIE MAE
DB 161 PG 682

HURT, DENNY

NEACE, JOHNNY S & JANIS JONES RACHEL RITCHIE
DB 276 PG 168 7-27-99 DB 220 PG 182

Exhibit C – Depiction of the Easement (to be inserted later)

THIS INSTRUMENT WAS DRAFTED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

AFTER RECORDING PLEASE RETURN TO:

Winthrop & Weinstine
Attn: Krista A. Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE EASEMENT
AGREEMENT**

by and between

Perry County, Kentucky

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company
as the Lessee

Dated August 31st, 2023

PREPARED BY:

Aurora Solar LLC

Attn: Land Management

2701 NW Vaughn Street, Suite 300

Portland, OR 97210

Telephone: 503.796.7167

AFTER RECORDING RETURN TO:

Winthrop & Weinstine

Attn: Krista A. Bengston-Cook

225 South Sixth Street, Suite 3500

Minneapolis, MN 55402-4629

Telephone: 612.604.6629

(Space above this line for Recorder's use only)

OVERHEAD ELECTRICAL LINE AND ROAD EASEMENT AGREEMENT

THIS OVERHEAD ELECTRICAL LINE AND ROAD EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of August 31st, 2023 (the "**Effective Date**") by and between **Perry County, Kentucky** ("**Landowner**") and **Aurora Solar LLC**, an Oregon limited liability company ("**Aurora**").

1. GRANT OF EASEMENTS.

- 1.1 Transmission Line Crossing Easements.** Landowner owns those certain public road rights of way located in Perry County, Kentucky, identified on Exhibit A-1 and Exhibit A-2 attached hereto and incorporated herein by this reference (the "**Roads**"). As part of a solar energy and energy storage project (the "**Project**"), Aurora desires to construct and operate an overhead transmission line that will span across the Roads in several locations. As of the Effective Date, it is expected that the Roads to be crossed are those identified on Exhibit A-1 and the location of those crossings (the "**Crossing Points**") will be the areas depicted on Exhibit A-3 attached hereto and incorporated herein by this reference. Landowner hereby grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns, 100-foot-wide easements, at each of the Crossing Points depicted on Exhibit A-3 (the "**TL Crossing Easement Areas**"), for the installation and operation of lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses (the "**TL Crossing Easement**").
- 1.2 Project Access Road Abutment Rights.** Aurora also desires to construct and use several access roads to serve the Project, some of which access roads will abut to and connect with Roads. As of the Effective Date, it is expected that Project access roads will abut with and connect to the roads identified on Exhibit A-2 at the locations depicted on Exhibit A-3 (the "**Abutment Areas**"). Landowner hereby grants to Aurora the right to connect its access roads to the Roads (the "**Abutment Rights**") at the Abutment Areas.
- 1.3 Changes in TL Crossing Easement Areas or Abutment Areas.** In the event Aurora desires to alter the planned location of one or more of the TL Crossing Easement Areas or the

Abutment Areas, Aurora shall notify Landowner and Landowner agrees not to unreasonably withhold approval of Aurora's request. At such time as Aurora has finalized its plans for the location of the transmission line and Project access roads, Landowner and Aurora agree to amend this Agreement to replace Exhibit A-3 with a more precise description of the TL Crossing Easement Areas and the Abutment Areas.

1.4 Commercial Purposes. The parties declare that the TL Crossing Easement and the Abutment Rights granted herein are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that this Agreement and the rights granted herein are freely assignable and not personal to Aurora. Landowner and Aurora hereby agree that the TL Crossing Easement, the Abutment Rights and this Agreement are a "utility easement" pursuant to KRS 382.135(2)(a).

2. TERM. The term of this Agreement shall commence upon the Effective date and shall expire upon the earlier to occur of (a) the ninety (90) year anniversary of the Effective Date; or (2) the date that the Project has permanently ceased operations and all improvements related thereto have been removed.

3. PAYMENTS TO LANDOWNER. Landowner and Aurora agree that One Dollar (\$1) and other valuable consideration has been paid for the Easement.

4. LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein, that (a) Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder; (b) each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Roads are signing this Agreement as Landowner; (c) when signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms; and (d) this Agreement is the only Agreement Aurora is required to obtain from Landowner for the Project relating to the use of county roads, the connection of project access roads to county roads and the overhead passage of electrical and communications wires and other improvements over county roads, and that other agreements, such as a Road Haul Agreement, will not be required for the Project.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Roads under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to

Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.

- 5.2. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's exercise of its easement rights, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees.
- 5.3. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Roads.
6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Roads and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, employees, and agents.
7. ENCUMBRANCE OF EASEMENTS.
 - 7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.
 - 7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:
 - 7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.
 - 7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.
 - 7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by

Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Roads at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Roads, this Agreement shall remain in effect as to the remainder of the Roads.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Roads or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Roads, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all of Aurora's improvements located above the Roads.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

County of Perry
PO Drawer 210
Hazard, KY 41702

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
2701 NW Vaughn Street, Ste. 300
Portland, Oregon 97210

With copy to:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Ste. 300
Portland, Oregon 97210
Facsimile: (503) 796-6901
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Roads, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Roads and shall run with the Roads. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COUNTY OF PERRY

By: Scott Alexander
Printed Name: Scott Alexander
Title: Judge Executive

STATE OF Kentucky §
 §
COUNTY OF Perry §

The foregoing instrument was acknowledged before me this 22nd day of August, 2023 by Scott Alexander, Judge Executive of Perry County, Kentucky.

WITNESS my hand and official seal, this the 22nd day of August, 2023
(AFFIX NOTARY SEAL OR STAMP) Holly Caudin
Notary Public
My Commission Expires: 9-12-23

Notary ID: 631266

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"

Aurora Solar LLC,
an Oregon limited liability company

By: *Carrie Tracy*
Printed Name: Carrie Tracy
Title: Authorized Representative

By: *Stephanie La Pier*
Printed Name: Stephanie La Pier
Title: Authorized Representative

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me August 31st, 2023, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.

Jeffrey Riley

Notary Public
My commission expires: January 25th, 2027
Commission No.: 1033031

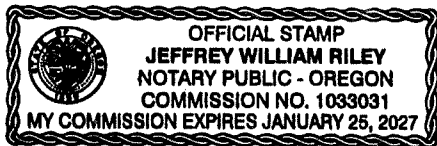


EXHIBIT A-1

Identification of the Roads Crossed by Transmission Line

1. Shinglepen Dr. (1778); County Road 097-CR-1778-000
2. Flat Gap Rd. (1308); County Road 097-CR-1308-000
3. Days Lane (1758); County Road 097-CR-1758-000
4. Days Lane Cem (1726Q4); County Road 097-CR-1726Q4-000
5. Combs Valley Dr. (1755); County Road 097-CR-1755-0000
6. Webb Dr. (1350); County Road 097-CR-1350-000
7. Lower Second Creek Rd (1306); County Road 097-CR-1306-000
8. Rachel Ln. (1362); County Road 097-CR-1362-000
9. Typo Rd (0267); Ky Route 267 (two crossings)

EXHIBIT A-2

Identification of Roads Abutted by Project Access Roads

1. Lower Pigeonroost Road (1774); County Road 097-CR-1774-0000
2. Flat Gap Rd. (1308); County Road 097-CR-1308-000
3. Days Lane Cem (1726Q4); County Road 097-CR-1726Q4-000

- 4.

THIS INSTRUMENT WAS DRAFTED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

AFTER RECORDING PLEASE RETURN TO:

Winthrop & Weinstine
Attn: Krista A. Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT
AGREEMENT**

by and between

Melvin Pollard and Dyanne Pollard

as the Landowners

and

AURORA SOLAR LLC, an Oregon limited liability company
as the Lessee

Dated May 31st, 2023

PREPARED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

AFTER RECORDING RETURN TO:

Winthrop & Weinstine
Attn: Krista A. Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS
EASEMENT AGREEMENT** (this "Agreement") is made and entered into as of
May 31st, 2023 (the "Effective Date") by and between **Melvin Pollard and
Dyanne Pollard** (also known as Ida Dyan Pollard), husband and wife (collectively,
"Landowner") and **Aurora Solar LLC**, an Oregon limited liability company ("Aurora").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "Property"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.
 - 1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "Easement"):
 - 1.1.1. an **overhead collection system easement**, consisting of
 - 1.1.1.1. a corridor of varying width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the

Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**". Aurora agrees to locate the Electrical Line Facilities within the area depicted on Exhibit B attached hereto and incorporated herein by this reference (the "**Easement Corridor**"). Aurora shall have the unilateral right to substitute a metes and bounds description of the Easement Corridor (and record an amendment to this Agreement to reflect such change) so long as such metes and bounds description describes an area within the area depicted on Exhibit B.
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM**. The term of the Easement and of this Agreement shall be up to forty-eight (48) years from the Effective Date.
3. **PAYMENTS TO LANDOWNER**. Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit C attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit C shall *be removed prior to recording* of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS**. Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:

- 4.1. Landowner's Authority. Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.
- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.

- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
- 4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within four hundred (400) feet of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within fifteen (15) days of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.
- 4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such

person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. **AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Aurora hereby represents, warrants and covenants to Landowner that:

- 5.1. **Tile Repair.** Aurora shall make commercially reasonable repair (including replacement of damaged tile as necessary) of any tile damage that Aurora's construction or operation activities cause on the Property. Aurora will pay crop damage in accordance with Section 1.5 of Exhibit C for any crops damaged by flood due to broken tile attributable to Aurora's activities on the Property. Overhead electrical support systems shall be installed to a depth not less than thirty-six inches (36") below the surface of the ground. All farm drainage tile which intersects Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.
- 5.2. **Insurance.** Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. **Indemnity.** Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 5.1 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property

occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.

5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

5.6. Use of Existing Roads by Landowner. Notwithstanding the rights granted to Aurora under this Agreement, Landowner shall continue to have the right, during the term of this Agreement, to utilize any access roads that exist on the Property as of the Effective Date. Landowner agrees to utilize such roads in a manner that does not interfere with Aurora's use of the Property for the purposes described in Section 1 of this Agreement.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

- 7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.
- 7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.
- 7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. Default and Termination.

- 8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.
- 8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of

Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level three (3) feet below grade from the Property or such portion of the Property as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18) months after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

Melvin Pollard
79 Bird Rock Lane
Viper, KY 41774

Dyanne Pollard
83 Left Fork of Maces Creek
Viper, KY 41774

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
2701 NW Vaughn Street, Suite 300
Portland, Oregon 97210

With copy to:

Aurora Solar LLC

Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, Oregon 97210
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

- 9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.
- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.7. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

Notary Public

Notary ID: 637124

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

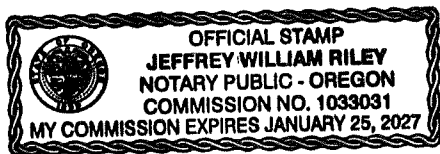
“AURORA”
Aurora Solar LLC,
an Oregon limited liability company

By: [Signature]
Printed Name: **Sara Parsons**
Title: **Authorized Representative**

By: [Signature]
Printed Name: **Stephanie La Pier**
Title: **Authorized Representative**

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me Jeffrey William Riley, this 31st day of May 2023, by Sara Parsons and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]
Notary Public
My commission expires: January 25th, 2027
Commission No.: 1033031

EXHIBIT A

Description of the Property

PARCEL 1

That certain real property located in Perry County, Kentucky, described as follows:

Lying and being on the Left side of Nighway Branch of First Creek in Perry County, Kentucky, and further described as follows:

BEGINNING on top of the point on the West side of First Creek between Bee Branch and Nighway Branch; thence up the point as it meanders N 78 50 W 386.97 feet to a stake; thence S 69 00 W 128.92 feet to a stake; thence S 54 30 W 87.96 feet to a stake; thence S 41 15 W 81.95 feet to a stake; thence S 60 45 W 197.18 feet to a stake; thence S 67 30 W 129.33 feet to a stake; thence S 53 30 W 215.21 feet to a stake; thence S 43 30 W 288.83 feet to a cross on rock on top of ridge between Nighway Branch and Bee Branch and Second Creek; thence around top of ridge as it meanders N 51 15 W 184.44 feet to a stake to corner of Rolane Gas Company property; thence down the ridge a distance of 750 feet to the No. 5 A coal seam; thence to the right with 5 A coal seam a distance of 1150 feet to a stake; thence to the left a straight line down the hill, crossing the road, a distance of approximately 300 feet to the branch; thence down the branch approximately 200 feet to line of Henry Williams; thence to the right with Williams line 100 feet to a stake; thence to the left with Williams line approximately 300 feet to a stake; thence to the left a straight line a distance of 100 feet to the branch; thence down the branch, approximately 175 feet to the Engle-McIntosh line; thence S 31 30 W 650 feet, to the point of BEGINNING, containing 20 acres, more or less.

Being the same land conveyed by Eugene Engle and wife, Ruth Engle to Melvin Pollard and wife Dyanne Pollard, by Deed of Conveyance recorded October 13, 1983 in Deed Book 197, Page 44, Perry County Court of Clerk's office.

PARCEL 2

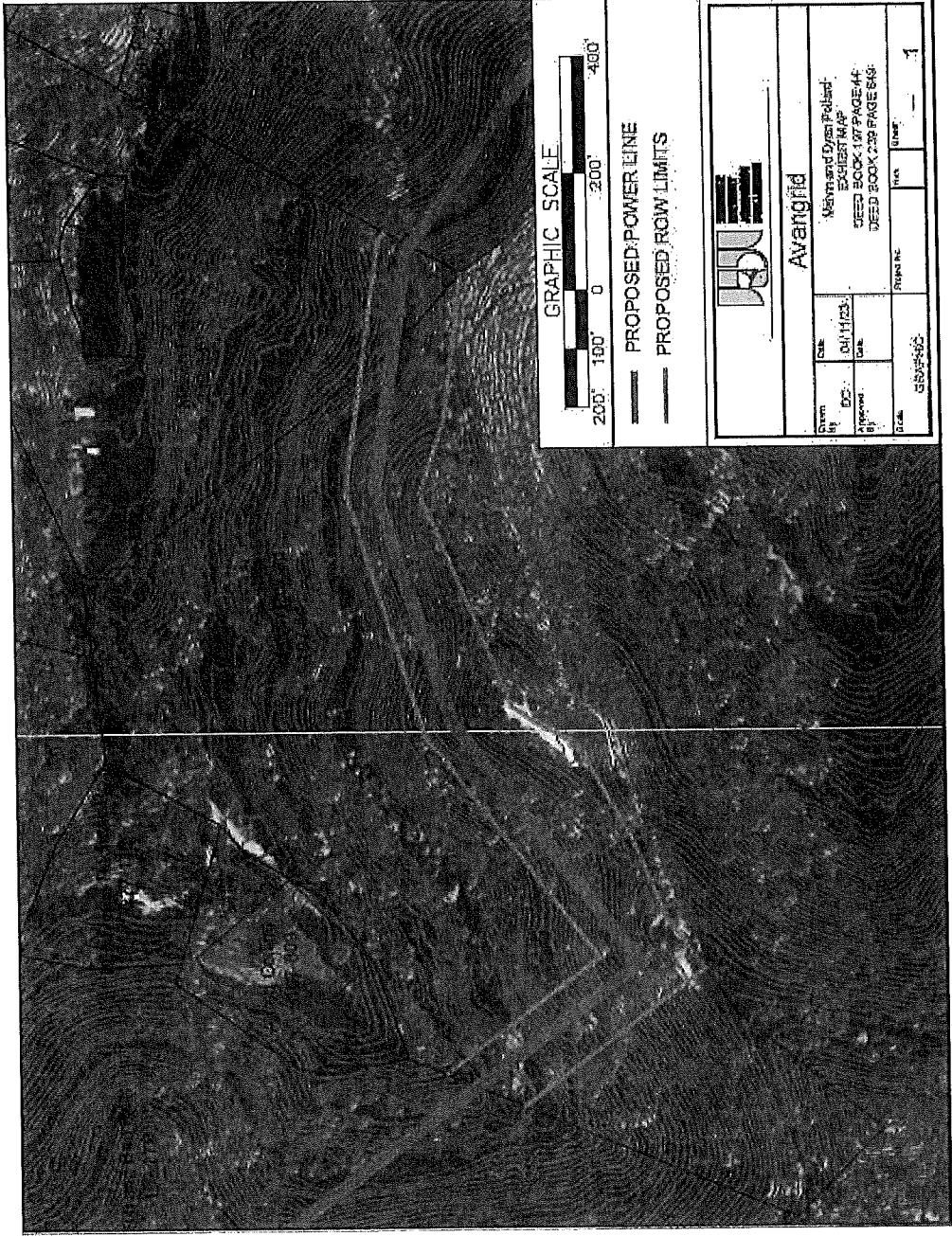
That certain real property located in Perry County, Kentucky, described as follows:

Lying and being on Nighway Branch, of First Creek, in Perry County, Kentucky, and further described as follows:

BEGINNING in the branch where Engle, McIntosh and Pollard line meet, starting up the hill to a stake, approximately 245 feet at the Russell Compton lot; thence turning 90° left to a stake 89 feet to Charlie North and Russell Compton meet; thence turning 90° South 250 feet to the Branch turning 90° West approximately 175 feet to a stake, across from a well house on Williams lot; thence turning right up the hill to a stake approximately 300 feet to lower side of road; thence turning left down lower side of road 1100 feet to a stake, 75 feet from culvert at the curve of the road, known as pond drain; thence turning left up the hill and across the county road to a stake; thence 400 feet to the 5 A seam of coal, where Engle and Pollard line come together at the 5A opening, a southeasterly direction; thence continuing with the outcrop of 5 A coal seam to a stake at the line of Melvin Pollard and Arthur McIntosh; thence to the left down the hill to the branch and point of BEGINNING.

Being the same land conveyed by Eugene Engle and Ruth Engle, his wife, to Melvin Pollard and Ida Dyan Pollard (aka Dyanne Pollard), his wife, by Deed of Conveyance recorded February 10, 1993 in Deed Book 239, Page 649, Perry County Court of Clerk's office.

EXHIBIT B
DEPICTION OF THE EASEMENT CORRIDOR



GRAPHIC SCALE

200' 100' 0 200' 400'

— PROPOSED POWER LINE
 - - - PROPOSED ROW LIMITS

BU

Avenoid

Drawn	Date	Reviewed	Date
By	DC	Checked	Date
QUANTITIES		QUANTITIES	
SPEED BOOK, LOT PAGE 44		SPEED BOOK, LOT PAGE 44	
SPEED BOOK, 228 PAGE 548		SPEED BOOK, 228 PAGE 548	
Scale	Project No.	Sheet	Total
AS202562		1	1

EXHIBIT C
(TO BE REMOVED PRIOR TO RECORDING)

PAYMENTS TO LANDOWNER

- 1.1. Signing Bonus. Aurora shall pay to Landowner a signing bonus of Five Thousand Dollars (\$5,000.00).
- 1.2. Overhead Collection System and Communication Lines Payment. Aurora shall pay to Landowner Fifty-Four Thousand Nine Hundred and Sixty Dollars (\$54,960) as consideration for the Electrical Line Facilities on the Property:
- 1.3. Installation Payment. Aurora shall pay to Landowner of One Thousand Dollars (\$1,000.00) as consideration for construction impacts relating to the installation of the Electrical Line Facilities on the Property.
- 1.4. Timing for Payments under 1.1 – 1.3. The amounts due to Landowner from Aurora, totaling Sixty Thousand Nine Hundred and Sixty Dollars (\$60,960), shall be paid in two (2) installments of \$30,480 each. The first such installment shall be paid within sixty (60) days of the Effective Date of this Agreement. The second such installment shall be paid within sixty (60) days after the commencement of construction of the Electrical Line Facilities on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for crop and timber damages incurred, which Aurora shall pay to Landowner within ninety (90) days after commencement of commercial operations of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.
- 1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees actually paid by Landowner to Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowner's right to reimbursement under this Section is subject to Landowner submitting an invoice marked "paid" from Landowner's attorney showing Landowner's attorney's hourly billable rate

and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

- 1.7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement (“**Incremental Taxes**”), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner’s right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within twenty-one (21) days after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner’s share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner’s obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.
- 1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor’s office to establish a process for the mailing of the tax bill related to Aurora’s Electrical Line Facilities on Landowner’s Property directly to Aurora.
- 1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

- 1.8. Full Compensation. The amounts set forth on this Exhibit C represent all sums which Aurora has agreed to pay Landowner as consideration for the Agreement.

THIS INSTRUMENT WAS DRAFTED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

AFTER RECORDING PLEASE RETURN TO:

Winthrop & Weinstine
Attn: Krista A. Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT
AGREEMENT**

by and between

Jeff Riley

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company
as the Lessee

Dated May 17th, 2023

PREPARED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

AFTER RECORDING RETURN TO:

Winthrop & Weinstine
Attn: Krista A. Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

(Space above this line for Recorder's use only)

OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT

THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of May 17th, 2023 (the "Effective Date") by and between **Jeff Riley** ("Landowner") and **Aurora Solar LLC**, an Oregon limited liability company ("**Aurora**").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "**Property**"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "**Easement**"):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of one hundred (100) feet in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,

together with the appropriate rights-of-way, under, on, along and in the Property,
and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to forty-eight (48) years from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that **Exhibit B shall be removed prior to recording of this Easement.**
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
 - 4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the

Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have

no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within four hundred (400) feet of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within fifteen (15) days of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than thirty-six inches (36") below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "**Lender**") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire

Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. **Default and Termination.**

- 8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.
- 8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.
- 8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level three (3) feet below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any

continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18) months after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

Jeff Riley
P.O. Box 207
Avawam, KY 41713

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
2701 NW Vaughn Street, Ste. 300
Portland, Oregon 97210

With copy to:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Ste. 300
Portland, Oregon 97210
Facsimile: (503) 796-6901
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER"

By: Jeff Riley
Jeff Riley

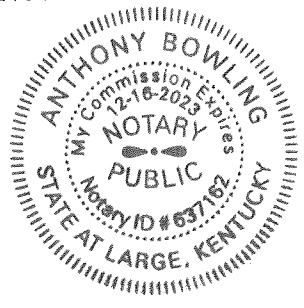
COMMONWEALTH OF KENTUCKY §
COUNTY OF PERRY §

I Anthony Bowling Notary Public, certify that Jeff Riley personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 17TH day of APRIL, 2023.

(AFFIX NOTARY SEAL OR STAMP)

ANTHONY BOWLING
Notary Public
My Commission Expires: 12-16-2023
Notary ID: 637162



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"

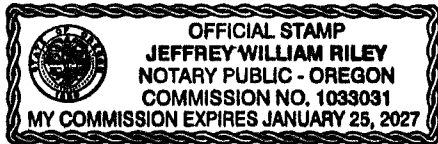
Aurora Solar LLC,
an Oregon limited liability company

By: [Signature]
Printed Name: **Sara Parsons**
Title: **Authorized Representative**

By: [Signature]
Printed Name: **Stephanie La Pier**
Title: **Authorized Representative**

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me May 17th, 2023, by Sara Parsons and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]
Notary Public
My commission expires: January 25th, 2027
Commission No.: 1033031

EXHIBIT A

Description of the Property

That certain described tract or parcel of land in Perry County, Kentucky described as follows:

A certain tract or parcel of land, lying and being on the waters of First Creek, a tributary of the North fork of the Kentucky River in Perry County, Kentucky, and more particularly described as follows:

BEGINNING on an iron pipe by Typo Road and in front of Lee Baker's house; thence down the road S 54 05 W 166.47 feet to an iron pipe on East side of typo; thence S 20 46 W 148.06 feet to an iron pipe by road; thence S 22 53 E 149.18 feet to an iron pipe on Louisville and Nashville Railroad Right of Way and in First Creek; N 19 39 E 139.93 feet to an iron pipe by large willow; thence N 24 55 E 159.68 feet to iron pipe in ground; thence N 27 29 E 90.29 feet to an iron pipe by retaining wall; thence N 57 53 W 31.45 feet to BEGINNING, containing .70 acres, more or less, and being a part of the E. C. and Sarah Combs Tract.

Being the same land conveyed by Amos Ison, Jr. and Carolyn Ison, husband and wife, to Jeff Riley by deed dated October 2, 2002, of record in Deed Book 296, Page 42, records of Perry County Clerk's Office.

EXHIBIT B
(TO BE REMOVED PRIOR TO RECORDING)

PAYMENTS TO LANDOWNER

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of Five Thousand Dollars (\$5,000.00) which Aurora shall pay to Landowner within sixty (60) days after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of Five Hundred Dollars (\$500.00) per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within ninety (90) days after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From 1-500 linear feet of corridor: Nine Thousand Dollars (\$9,000.00);
 - From 501-1000 linear feet of corridor: Eighteen Thousand Dollars (\$18,000.00);
 - 1001 or more linear feet of corridor: Eighteen Dollars per linear foot (\$18.00/LF) of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of One Thousand Dollars (\$1,000.00) within thirty (30) days prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within ninety (90) days after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

- 1.7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement (“**Incremental Taxes**”), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within twenty-one (21) days after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.
- 1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.
- 1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT
AGREEMENT**

THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of May 10th, 2021 (the “**Effective Date**”) by and between **Lea Sparks** (“**Landowner**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of one hundred (100) feet in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and

1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.

1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a “utility easement” pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to forty-eight (48) years from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
 - 4.1. **Landowner’s Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner’s fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora’s prior written consent.
 - 4.2. **No Interference.** Landowner’s activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether

located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4 Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, “Minerals”) in, on, or under and that might be produced or mined from the Property, provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora’s quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within four hundred (400) feet of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner’s fee interest in the Property, Landowner shall deliver to Aurora, within fifteen (15) days of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora’s solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora’s development of its solar energy and energy storage project in Perry County, Kentucky.

5. **AURORA’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora’s construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora’s activities on the property. Overhead electrical support systems shall be installed to a depth not less than thirty-six inches (36”) below the surface of the ground. All farm drainage tile which intersects the Aurora’s overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora’s contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction

project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. **ASSIGNMENT.** Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. **ENCUMBRANCE OF EASEMENTS.**

7.1. **Right to Encumber.** Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "**Lender**") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. **Covenants for Lender's Benefit.** Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants,

conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level three (3) feet below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18) months after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when

personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

Lea A. Sparks
245 White Rock Lane
Bonnyman, KY 41749

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
1125 NW Couch, Suite 700
Portland, Oregon 97209

With copy to:

Aurora Solar LLC
Attn: Land Management
1125 NW Couch, Suite 700
Portland, Oregon 97209
Facsimile: (503) 796-6901
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

- 9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.
- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND**

PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

3-25-21

"LANDOWNER", Lea Sparks

By: Lea A Sparks
Printed Name: Lea A. Sparks

STATE OF Kentucky §

COUNTY OF Perry §

I Justin Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 25th day of March, 2021

(AFFIX NOTARY SEAL OR STAMP)

[Signature]
Notary Public
My Commission Expires: _____

Notary ID: 579439

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"

Aurora Solar LLC,
an Oregon limited liability company

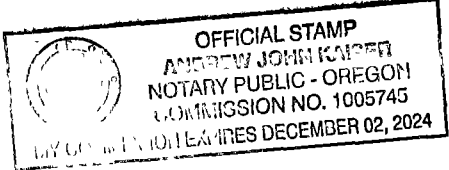
LEGAL
SPH
LAND
LHC

By: [Signature]
Printed Name: **Sara Parsons**
Title: Authorized Representative

By: [Signature]
Printed Name: **Stephanie La Pier**
Title: Authorized Representative

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me July 6th, 2021, by Sara Parsons and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]
Notary Public
My commission expires: December 02, 2024
Commission No.: 1005745

This instrument prepared by:
[Signature]
Justin W. Noble
Law Offices of David A. Johnson
461 Main Street
Hazard, KY 41701

EXHIBIT A

Description of the Property

All that real property located in Perry County, Kentucky, described as follows:

Tract 1: Lying and being on Laurel Fork of Lower Second Creek of the North Fork of the Kentucky River in Perry County, Kentucky, and bounded and described as follows:

Beginning on a large flat rock at a cross, marked X and a large oak tree; thence down the hill a straight line to the creek; thence up Second Creek to opposite the upper end of a rock wall; thence a straight line up the hill to a small rock. Marked X near the cross fence; thence with the cross fence pointing up the hollow to a cross fence running up the hill; thence with said cross fence to the top of the point to H.C. Engle's line; thence down the point with said Engle line to opposite the upper end of the big cliff's; thence down the hill with said Engle line to the beginning, containing five acres, more or less.

Being the same property conveyed by Adell Collins, et al, to Jesse Neace and Lula Neace, his wife by deed recorded July 7, 1972 and of record in Deed Book 150, Page 87, records of the Perry County Circuit Clerk's office.

Tract 2: Lying and being on Lower Second Creek of the North Fork of the Kentucky River in Perry County, Kentucky, and bounded and described as follows:

Beginning at mulberry on the ban of Second Creek, corner James Spencer, at the ower end of the garden; thence up the hill with said Spencer's line to the County Road; thence up the creek and with said road to Lida Feltner's line (now Bige Campbell's line); thence down the hill with said line to the creek; thence down the creek to the mouth of Laurel Fork of Second Creek; thence up Laurel Branch as it meanders to Walter Campbell's line (now Jesse Neace's line) at the mouth of the second drain; thence up said drain with Cecil Couch's line to a cross fence; thence a straight line to the top of the hill to John C. Eversole's line; thence down the ridge with said line to H.C. Engle's line; thence with said line down the hill to a cross fence; thence down the hill with said fence to the Adell Collins' line; thence down the creek with a side fence above the orchard to a rock marked X' thence a straight line down the hill to the upper end of a rock fence; thence down the hull to a Second Creel; thence down and with the creek to the beginning, containing twenty acres, more or less.

Being the same property conveyed by Dewey Collins and Mollie Collins, his wife, to Jesse Neance(sic) and Lula Neace, his wife, by deed dated August 7, 1961 recorded in Deed Book 122, Page 577, records of the Perry County Court Clerk's Office.

Tract 3: (A) Located on Lower Second Creek, a tributary of the North Fork of the Kentucky River and bounded as follows:

Beginning on a rock marked X at the road; thence running a straight line between two rocks marked X at the top of the hull and a small forked chestnut oak tree; thence up the ridge as it meanders to two hickory trees near the top of the hill; hence a straight line down the hill passing a locust tree; thence on down the hill to a forked poplar tree; thence up the road to the beginning containing about for acres more or less.

(B) Located on the Laurel Fork of Lower Second Creek, a tributary of the North Fork of the Kentucky river and bounded as follows:

Beginning at a rock marked X at the road; thence up the hill to the gap; thence up the point with Junior Caudill's line to the top of the point and a small forked oak; thence down the hill with Rufus Fugate's line back to the Beginning and a rock marked X. Containing two acres or less.

(C) Lying and being in Perry County, Kentucky and described as follows, and located on Lower Second Creek, a tributary of the North Fork of the Kentucky River, and bounded as follows: Beginning at a large rock at the road near Cecil Couch's line; thence a straight line to the top of the hill joining John C. Eversole's line; thence around the ridge to a marked oak tree and Carl Campbell's line, thence running down the road to the beginning and a large marked rock.

Containing about two acres more or less.

(D) Lying and being in the County of Perry and State of Kentucky, and located on Lower Second Creek, a tributary of the North Fork of the Kentucky River and bounded as follows:

Beginning at the County Road on a rock marked X and two twin poplar trees; thence straight up the hill to a single poplar tree; thence on up the hill to a small locust tree; thence straight up the hill to a large water oak tree, to the top of the hill to a large chestnut oak tree marked with a blaze; thence around the ridge as it meanders to Rufus Fugate's line to the County Road; thence down the County road back to the beginning. Containing about two acres more or less

Being the same Property conveyed by Rufus Fugate, et al, to Jesse Neace and Lula Neace, his wife, by deed dated October 16, 1972 and recorded in Deed Book 151, Page 337, records of the Perry County Court Clerk's Office.

Tract 4: Lying and being in the County of Perry and State of Kentucky on Laurel Fork of Lower Second Creek a tributary of the North Fork of the Kentucky River and bounded as follows:

Beginning at the ditch bank down Second Creek to the mouth of Laurel Fork, thence up Laurel Fork to a rock marked X; thence a straight line up the hill to the road; thence with the road to Otis Hurt's line; thence up the hill with Otis Hurt's line to Maggie Couch's line; thence with Maggie Couch's line to the top of the point at Walter Campbell's line; thence with Walter Campbell's line down the hill to the beginning, containing five acres, more or less.

Being the same property conveyed from Sam Campbell to Jesse Neace and Lula Neace, his wife, by deed dated January 7th, 1948 and recorded in Deed Book 95, Page 150, records of the Perry County Court Clerk's Office.

First Parties having obtained their interest in all the above tracts as shown by Will of Jesse Neace recorded in Will Book 3, Page 316 and by Affidavit of Descent of Lula Neace recorded in Deed

Book 263, Page 653; and deed from Sherman Neace dated the 19th day of June, 1997 and recorded in Deed Book 263 Page 643, all records of the Perry County Court Clerk's Office.

There is except from Tract No. II above the following described tract:

Beginning at a point at the intersection of Neace Road and Lower Second Creek Road; thence down the road a distance of 450 feet; thence right to Second Creek Branch; thence upstream with the branch to the point of beginning.

Being the same property conveyed by Hargis Neace et al, to Estill Allen Neace and Deborah Renee Neace by deed dated July 28th, 1997 and recorded in Deed Book 264 Page 140, records of the Perry County Court Clerk's Office.

SCOTT & KIM KING PROPERTY
DB 380 PG 594 12-31-201

NEACE MALCOLM SR
DB 248 PG 415 8-29-94

NEACE SHERMAN
DB 209 PG 738 DB 206 PG 792 DB 211 PG 172

GAYHEART, CARL & LESLIE
DB 221 PG 722

BIBLE BAPTIST
EXEMPT

SPARKS LEA
DB 335 PG 403 11-30-2007

FUGATE BARBARA NELL & DENNY
DB 305 PG 153

FUGATE RON

HYLTON JEFF & TERESA
DB 317 PG 390 06-20-05

COMBS JOHN & ANGELINE
MOBILE HOME DB 251 PG 730 4-19-1995

ALLEN TRACEY S
DB 393 PG 745 JUNE 01 2017

ALLEN ANDREW & JACQUELINE MILLER, TANYA R & EVERETTE L
DB 406 PG 377 9-23-2019 DB 263 PG 167 5-21-1997

SOUTHWOOD, TINA
DB 371 PG 600 JUNE 21 2013

MILLER EVERETTE L & TANYA R
DB 300 PG 77 05-28-2003

FUGATE CHUCK & MELINDA
DB 365 PG 299 JUNE 20 2012

STACY, SONYA
DB 350 PG 603 01/11/2010

COMBS SARAH VANOVER
DB 265 PG 289 10-2-1997

HUNTER JEFFERY
DB 392 PG 325 02-27-2017

GAYHART, CARL & T
DB 201 PG 44

NEACE RAY & KATHY
DB 282 PG 120 7/25/00

SPENCER JAMES AND CHARLENE
DB 370 PG 305 04-08-2013

SECOND CREEK CHURCH OF GOD
DB 382 PG 564 11/05/2014

COLLINS MERILL D AND PAULA
DBK381 PG 408 11/05/2014

SPENCER JIMMY LOU & CHARLENE
DB 383 PG 136 6-3-2015

SPENCER JAMES AND CHARLENE
DBK357 PG 483 11/29/2010

SPARKS LEA A
DB 276 PG 227 7-29-99

SPENCER JAMES L
DB 272 PG 400 12/8/98

SPENCER JAMES AND CHARLENE
DB 267 PG 292 01/21/1998

SPENCER JAMES & CHA

HURT, RAYMOND & STELLA
DB 298 PG 092 2-14-2003 DB 298 PG 750

COLLINS JESSIE & MELISSA
DB 204 PG 585 DB 276 PG 481 8-12-99

BUSH REVELEE
DB 294 PG 518 7-31-2017

FUGATE JESSIE & MAXINE
DB 153 PG 796

POLLARD VANESSA S
DB 372 PG 544 08-22-2013

PHILLIPS JULIE
DB 217 PG 567

NOBLE JANET
DB 227 PG 311 8/31/90

VAUGHN DAVID
DB 329 PG 302 2-24-2007

WEBB ALLEN
DB 110 PG 479 08-10-20

HURT JACK
DB 185 PG 523

FELTNER BOYD
DB 346 PG 626 6-11-2009

GRIGSBY, HERMAN JR & CHRISTINE
DB 160 PG 352

JONES RACHEL RITCHIE
DB 220 PG 182

NEACE JOHNNY S & JANIS
DB 276 PG 188 7-27-99

SPENCER L
DB 283 PG 50 9

APPALACHIA SERVICE PROJECT INC
DB 266 PG 534 12-12-98

62

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NAPIER LYNN - ESTATE
DB 179 PG 722 DB 226 PG 634 & 623 629 DB SELLERS BRIAN & DONNA
DB 275 PG 112 6-3-99

FUGATE BARBARA NELL & JAMES SPENCER
DB 267 PG 142 12-15-97 DB 275 PG 395 1

B AND B PROPE
DB 193 PG

Being the same property conveyed to **Lea A. Guy** by **Hargis Neace, and his wife, Margie Neace** by deed dated July 29th, 1999 and recorded in the office of the Perry County Clerk at Deed Book 276 page 227.

**EXHIBIT B
(TO BE REMOVED PRIOR TO RECORDING)**

PAYMENTS TO LANDOWNER

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of Two Thousand Dollars (\$2,000.00) which Aurora shall pay to Landowner within sixty (60) days after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of Five Hundred Dollars (\$500 00) per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within ninety (90) days after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
 - From 1-500 linear feet of corridor: Three Thousand Dollars (\$3,000.00);
 - From 501-1000 linear feet of corridor: Six Thousand Dollars (\$6,000.00);
 - 1001 or more linear feet of corridor: Six Dollars per linear foot (\$6.00/LF) of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of One Thousand Dollars (\$1,000.00) within thirty (30) days prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within ninety (90) days after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay

Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within twenty-one (21) days after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated

property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT

THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of March 29th, 2022 (the “**Effective Date**”) by and between **James Spencer, Barbara Fugate, and Earnest Dean Watts** (“**Landowners(s)**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowners own certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowners grant, transfer, convey and warrant to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of one hundred (100) feet in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rightsofway, under, on, along and in the Property, and

1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowners by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.

1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the

intention of the parties that such easements are freely assignable and not personal to Aurora.

1.4. The Landowners further consent to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.

1.5. Landowners and Aurora hereby agree that the Easement and this Agreement is a “utility easement” pursuant to KRS 382.135(2)(a).

2. **TERM.** The term of the Easement and of this Agreement shall be up to forty-eight (48) years from the Effective Date.

3. **PAYMENTS TO LANDOWNERS.** Landowners and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowners and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.

4. **LANDOWNERS’ REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowners hereby represent, warrant and covenant to Aurora during the term of this Agreement and the Easement granted herein:

4.1. **Landowners’ Authority.** Landowners own the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowners and each person signing this Agreement on behalf of Landowners have the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowners are authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowners. When signed by Landowners, this Agreement constitutes a valid and binding agreement enforceable against Landowners in accordance with its terms. Landowners shall have no right to sever the rights, or any payments to be made to Landowners pursuant to this Agreement, from Landowners’ fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora’s prior written consent.

- 4.2. No Interference. Landowners' activities and any grant of rights Landowners make to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowners shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowners for their reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowners shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowners' fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowners or any person lawfully or equitably claiming by, through or under Landowners.
- 4.6. Indemnity. Landowners will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowners shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowners.

4.7. Hazardous Materials. Landowners shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowners or Landowners' agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowners do not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowners (or any party deriving or claiming rights by or through Landowners) conduct any mining, drilling or resource exploration or extraction activities within four hundred (400) feet of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowners' fee interest in the Property, Landowners shall deliver to Aurora, within fifteen (15) days of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowners and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowners nor any a spouse or domestic partner, child, step child, sibling or parent of Landowners is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowners or any relative of Landowners is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. **AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Aurora hereby represents, warrants and covenants to Landowners that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the

standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than thirty-six inches (36") below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowners regarding the repair and/or replacement of said drainage tile. Landowners shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowners are immediately available to do so. If Landowners are not available, Aurora's contractor shall provide Landowners with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowners with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowners, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowners' activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowners, within five (5) days of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowners at Landowners' reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowners against liability for physical damage to property and for physical injuries or death to Landowners, Landowners' property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowners, or Landowners' tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowners' loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this

Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowners against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowners' consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowners and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowners.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowners expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowners shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowners will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has

given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowners that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowners shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowners shall give prompt notice to the Lenders. Landowners shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowners any amounts which are due Landowners from Aurora and (ii) pay Landowners any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowners. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowners' Right to Terminate. Except as qualified by Section 7, Landowners shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowners simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowners, execute and record a release to Landowners of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level three (3) feet below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18) months after termination of this Agreement, Landowners may do so, in which case Aurora shall reimburse Landowners for reasonable and actual costs of removal incurred by Landowners, less any salvage value received by Landowners, within thirty (30) days after receipt of an invoice from Landowners.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowners, shall be in writing and shall be deemed given when personally delivered to Landowners or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowners:

James Spencer, Barbara Fugate, and
Earnest Dean Watts
254 Bee Branch Lane
Bonnyman, KY 41719

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
1125 NW Couch, Suite 700
Portland, Oregon 97209

With copy to:

Aurora Solar LLC
Attn: Land Management
1125 NW Couch, Suite 700
Portland, Oregon 97209
Facsimile: (503) 796-6901
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowners and Aurora respecting its subject matter. Any agreement,

understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowners and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.

9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNERS AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**

9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**

9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the

parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.

9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowners shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

9.11. Access Fencing/Gate Access: Lessee shall install an agricultural (mesh, barbed wire) security fence with gate at the Landowners property lines traversed by the easement corridor.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", JAMES SPENCER

SPOUSE (IF ANY)

Jimmy Lou Spencer
Printed Name: _____

Printed Name: _____

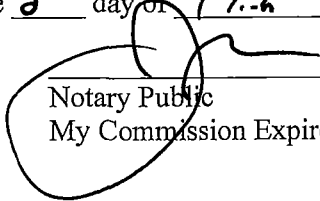
STATE OF Kentucky §
 §
COUNTY OF Perry §

I Justin Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 2nd day of March, 2022

(AFFIX NOTARY SEAL OR STAMP)

Notary ID: KYNP32857



Notary Public
My Commission Expires: 7-9-25

"LANDOWNER", BARBARA FUGATE

SPOUSE (IF ANY)

Barbara M Fugate
Printed Name: Barbara M Fugate

Printed Name: _____

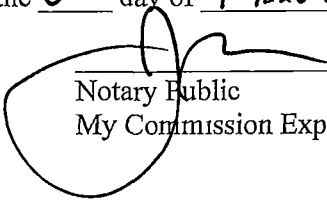
STATE OF Kentucky §
 §
COUNTY OF Perry §

I Justin Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 2nd day of March, 2022

(AFFIX NOTARY SEAL OR STAMP)

Notary ID: KYNP32857



Notary Public
My Commission Expires: 7-9-25

"LANDOWNER", EARNEST DEAN WATTS SPOUSE (IF ANY)

Ernest Dean Watts
Printed Name: Ernest Dean Watts

Sheila Watts
Printed Name: Sheila Watts

STATE OF Kentucky §

COUNTY OF Pike §

I Justin Nobb, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 2nd day of March, 2022

(AFFIX NOTARY SEAL OR STAMP)

[Signature]
Notary Public
My Commission Expires: 7-9-25

Notary ID: KYNP32857

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"
Aurora Solar LLC,
an Oregon limited liability company

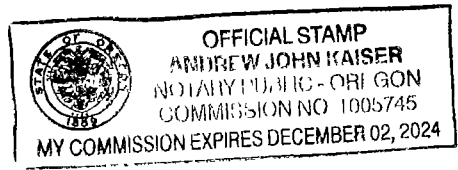
LEGAL
KIT

By: *Carrie Tracy*
Printed Name: **Carrie Tracy**
Title: **Authorized Representative**

By: *Stephanie La Pier*
Printed Name: **Stephanie La Pier**
Title: **Authorized Representative**

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me March 21st, 2022, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]
Notary Public
My commission expires: December 02, 2024
Commission No.: 1005745

This instrument prepared by:

[Signature]
Justin W. Noble, Esq.
Law Offices of David A. Johnson
461 Main Street
Hazard, KY 41701

EXHIBIT A

Description of the Property

A certain tract or parcel of land lying on Second Creek and bounded and described as follows:

Beginning at a black walnut in edge of county road at Deep Hollow; thence up Deep Hollow as it meanders to its head; thence up the hill to the upper end of the dinner rock; thence a straight line to the top of the hill to the upper edge of a large rock; thence around the hill with the Emory Engle line to the power line; thence on around and with the ridge to the end of the point to John Eversole line; thence straight down the hill to a cliff and crooked poplar thence down the hill to the upper road to John Eversole's line; thence down with said road to the county road to a large rock; thence with the county road to a white walnut stump and big rock; thence a straight line to a large rock in the Deep Hollow; thence a straight line to the beginning, containing 12 acres more or less.

Being the same property conveyed to **Kidd Fugate, James Spencer, and Earnest Dean Watts** from Sampson Engle and Ima Jean Engle by deed dated October 21, 1997 and recorded in the office of the Perry County Clerk at Deed Book 265 page 508. Being the same property pursuant to the Affidavit of Descent to Barbara Fugate from Kidd Fugate, recorded in the office of the Perry County Clerk.

**EXHIBIT B
(TO BE REMOVED PRIOR TO RECORDING)**

PAYMENTS TO LANDOWNER

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of Two Thousand One Hundred Dollars (\$2,100.00) which Aurora shall pay to Landowner within sixty (60) days after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of Five Hundred Dollars (\$500.00) per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within ninety (90) days after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
 - \$16,000.00
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of One Thousand Dollars (\$1,000.00) within thirty (30) days prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within ninety (90) days after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.
- 1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's

charged by Landowners' attorney to advise Landowners on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowners' right to reimbursement under this Section is subject to Landowners' attorney submitting a statement showing Landowners' attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowners shall have submitted the request for payment, together with all required documentation.

7. Taxes

- 7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowners or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowners' right to payment or reimbursement of Incremental Taxes hereunder that Landowners submit the real property tax bill to Aurora within twenty-one (21) days after Landowners receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowners or directly to the taxing authority. Landowners shall pay Landowners' share of real property taxes associated with the Property, and if Landowners fail to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowners' obligations to the taxing authority and may offset the amount of such payments from amounts due Landowners under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.
- 7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowners harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowners' Property directly to Aurora.
- 7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowners and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowners shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowners for its reasonable out-of-pocket expenses incurred for such cooperation.

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT
AGREEMENT**

THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of March 10th, 2022 (the “**Effective Date**”) by and between **Kathy Neace Spencer, and the heirs of Vilas Neace (Jennifer Neace, Melinda Neace, and Brian Neace)** (“**Landowners**”), as listed in the Deed and located at the Perry County Clerk’s office in Deed Book 282, Page 120 and the Affidavit of Descent located at the Perry County Clerk’s office in Deed Book 416, Page 566, and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS**. Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of one hundred (100) feet in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and

1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.

1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a “utility easement” pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to forty-eight (48) years from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
 - 4.1. **Landowner’s Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner’s fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora’s prior written consent.
 - 4.2. **No Interference.** Landowner’s activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line

Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
- 4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals

(collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within four hundred (400) feet of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within fifteen (15) days of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. **AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than thirty-six inches (36") below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead

electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the

Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. **ENCUMBRANCE OF EASEMENTS.**

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a “**Lender**”) all or any part of Aurora’s interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender’s Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora’s rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Aurora’s interest or otherwise take possession of Aurora’s interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora’s interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts

which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. **Default and Termination.**

8.1. **Aurora's Right to Terminate.** Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. **Landowner's Right to Terminate.** Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. **Effect of Termination.** Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level three (3) feet below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18) months after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. **Notices.** All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the

next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

Kathy Neace Spencer
P.O. Box 327
Bonnyman, KY 41719

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
1125 NW Couch, Suite 700
Portland, Oregon 97209

With copy to:

Aurora Solar LLC
Attn: Land Management
1125 NW Couch, Suite 700
Portland, Oregon 97209
Facsimile: (503) 796-6901
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

- 9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.
- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN**

TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", Kathy Neace Spencer

By: Kathy Neace Spencer
Printed Name:

Kathy Neace Spencer

STATE OF Kentucky §

COUNTY OF Perry §

I Justin Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITNESS my hand and official seal, this the 16th day of February, 2022

(AFFIX NOTARY SEAL OR STAMP)

[Signature]
Notary Public
My Commission Expires: 7-9-25

Notary ID: KYNP32857

"LANDOWNER", Jennifer Neace

By: Jennifer Neace
Printed Name: Jennifer Neace

STATE OF Kentucky §

COUNTY OF Perry §

I Justin Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITNESS my hand and official seal, this the 16th day of February, 2022

(AFFIX NOTARY SEAL OR STAMP)

[Signature]
Notary Public
My Commission Expires: 7-9-25

Notary ID: KYNP32857

"LANDOWNER", Melinda Neace

By: Melinda Neace
Printed Name: Melinda Neace

STATE OF Kentucky §
 §
COUNTY OF Perry §

I Justin Nobi, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 16th day of February, 2022

(AFFIX NOTARY SEAL OR STAMP)

[Signature]
Notary Public
My Commission Expires: 7-9-25

Notary ID: KYNP32857

"LANDOWNER", Brian Neace (Kathy Neace Spencer as Guardian of Brian Neace)

By: Brian Neace by Kathy Neace Spencer
Printed Name:
Brian Neace

STATE OF Kentucky §
 §
COUNTY OF Perry §

I Justin Nobi, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 16th day of February, 2022

(AFFIX NOTARY SEAL OR STAMP)

[Signature]
Notary Public
My Commission Expires: 7-9-25

Notary ID: KYNP32857

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"

Aurora Solar LLC,
an Oregon limited liability company

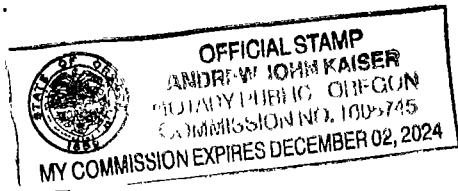
By: Carrie Tracy
Printed Name: **Carrie Tracy**
Title: **Authorized Representative**

By: [Signature]
Printed Name: **Daniel Santacruz**
Title: **Authorized Representative**

LEGAL
72

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me April 3rd, 2022, by Carrie Tracy and Daniel Santacruz, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]
Notary Public
My commission expires: December 02, 2024
Commission No.: 1005745

This instrument prepared by:

[Signature]
Justin W. Noble, Esq.
Law Offices of David A. Johnson
461 Main Street
Hazard, KY 41701

EXHIBIT A

Description of the Property

A survey of a tract of land lying and being in Perry County on the Left Hand Fork of the Laurel Fork of Lower Second Creek 1.6 miles North of Typo in Perry County, Kentucky and being more accurately described as follows:

Beginning at a stake in the Left Hand Fork of Laurel Fork; thence S 49 deg 09 min 51 sec W, 1025.75 feet to a stake on the center of the ridge between Laurel and Lower Second Creek; thence, up the said ridge as it meanders S 47 deg 09 min 45 sec E, 86.70 feet; thence S 48 deg 03 min 35 sec E 90.28; thence S 30 deg S 30 deg 30 min 00 sec E, 193.31 feet to a stake on the highest knob; thence, leaving high knob and going down a drain as it meanders N 21 deg 36 min 45 min sec E, 145.18 feet; thence, N 46 deg 04 min 45 sec E, 405.69 feet; thence N 73 deg 07 min 48 sec E, 203.83 feet; thence N 74 deg 17 min 52 sec E, 123.97 feet, thence, N 43 deg 00 min 07 sec E, 73.94 feet; thence N 62 deg 26 min 49 sec E, 188.38 feet to a stake in Laurel Fork; thence, up Laurel Fork as it meanders N 27 deg 09 min 33 sec W, 30.94 feet; thence N 63 deg 12 min 26 sec W, 30.57 feet; thence, N 33 deg 10 min 20 sec W, 153.42 feet; thence N 61 deg 29 min 58 sec W, 36.03 feet; thence, N 89 deg 47 min 33 sec W, 56.07 feet; thence N 62 deg 35 min 20 sec W, 80.24 feet to the point of the beginning, containing approximately 8.44 acres.

The following description describes an existing road used as egress and ingress to this tract. Beginning at a point on the centerline of a paved road said point being located S 49 degrees 09 min 51 sec W, 139.23 along the first call of above description; thence, following an existing driveway N 86 deg 33 min 18 sec W, 63.89 feet; thence S 19 deg 11 min 28 sec W, 18.49 feet, thence S 70 deg 12 min 48 sec E, 40.38 feet to a point on the line of the first call of the main tract description.

Being the same property conveyed by deed from Lorene Neace to Vilas Neace and Kathy Neace, dated the 14th day of July, 2000, in Deed Book 282, Page 120, records of the Perry County Clerk's Office.

Also of record in the Perry County Clerk's office is an Affidavit of Descent of the heirs of Vilas Neace which is recorded in Deed Book 416, Page 566.

**EXHIBIT B
(TO BE REMOVED PRIOR TO RECORDING)**

PAYMENTS TO LANDOWNER

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of Two Thousand Dollars (\$2,000.00) which Aurora shall pay to Landowner within sixty (60) days after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of Five Hundred Dollars (\$500.00) per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within ninety (90) days after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
 - From 1-500 linear feet of corridor: Nine Thousand Dollars (\$9,000.00);
 - From 501-1000 linear feet of corridor: Eighteen Thousand Dollars (\$18,000.00);
 - 1001 or more linear feet of corridor: Eighteen Dollars per linear foot (\$18.00/LF) of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of One Thousand Dollars (\$1,000.00) within thirty (30) days prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within ninety (90) days after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within twenty-one (21) days after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT
AGREEMENT**

THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of April 1st, 2021 (the “**Effective Date**”) by and between **Ronald Tricker** (“**Landowner**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of one hundred (100) feet in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and

1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.

1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a “utility easement” pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to forty-eight (48) years from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
 - 4.1. **Landowner’s Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner’s fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora’s prior written consent.
 - 4.2. **No Interference.** Landowner’s activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation,

maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within four hundred (400) feet of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within fifteen (15) days of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. **AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than thirty-six inches (36") below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall

provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. **ASSIGNMENT.** Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. **ENCUMBRANCE OF EASEMENTS.**

7.1. **Right to Encumber.** Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "**Lender**") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. **Covenants for Lender's Benefit.** Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such

notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. **Default and Termination.**

8.1. **Aurora's Right to Terminate.** Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. **Landowner's Right to Terminate.** Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. **Effect of Termination.** Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level three (3) feet below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18) months after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. **Notices.** All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

Ronald Tricker
P.O. Box 35
Bonnyman, KY 41719

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
1125 NW Couch, Suite 700
Portland, Oregon 97209

With copy to:

Aurora Solar LLC
Attn: Land Management
1125 NW Couch, Suite 700
Portland, Oregon 97209
Facsimile: (503) 796-6901
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

9.3. **Successors and Assigns.** This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

9.4. **Legal Matters.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.

- 9.5. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.
- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", Ronald Tricker

By: Ronald Tricker
Printed Name: Ronald Tricker

STATE OF Kentucky §
 §
COUNTY OF Perry §

I Justin Nobl, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 29th day of July, 2021.

(AFFIX NOTARY SEAL OR STAMP)

Notary ID: KYNP32857

[Signature]
Notary Public
My Commission Expires: 7-9-25

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"

Aurora Solar LLC,
an Oregon limited liability company

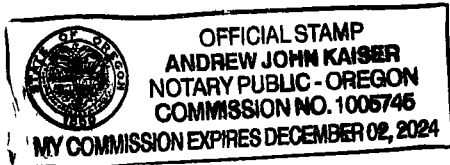
LEGAL
KIK

By: *Carrie Tracy*
Printed Name: **Carrie Tracy**
Title: **Authorized Representative**

By: *Daniel Santacruz*
Printed Name: **DANIEL SANTACRUZ**
Title: **Authorized Representative**

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me May 3rd, 2022, by Carrie Tracy and Daniel Santacruz, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]
Notary Public
My commission expires: December 02, 2024
Commission No.: 1005746

This instrument prepared by:

[Signature]
Justin W. Noble
Law Offices of David A. Johnson
461 Main Street
Hazard, KY 41701

EXHIBIT A

Description of the Property

Beginning on a Locust Hub by a Water Tank, a corner to Arthur McIntosh's line S 22 36 W 113.81 feet to "X" on a rock ledge a corner to Arthur McIntosh's lot; thence down the hill S 63 45 East 84.88 feet to an iron pipe near the Typo Road; thence down the Road S 28 18 W 116.72 feet to tack in a Sycamore stump; thence S 19 58 W 272.90 feet to Sycamore stump by road; thence S 18 08 W 241.38 feet to an iron pipe by road, a corner; thence turning to the right and leaving said road and running up the hill in a straight line to a Black Gum Tree, marked with two hacks on each side; thence in a straight line up the hill to a Black Oak, (being corner to Denver Young's lot); thence up the hill in a straight line to an iron pipe on ridge of hill, being a corner; thence turning to the right and running up, along and with the center of the ridge as it meanders to the top of the point to Arthur McIntosh's line; thence down the point with Arthur McIntosh's property line; thence S 31 52 E 83.88 feet to a tack in a Dogwood root; thence S 39 09 E 106.62 feet to an "X" on rock on ridge; thence S 77 48 E 87.55 feet to a stake; thence N 88 37 E 299.04 feet to a stake by Beech and Elm; thence S 73 degrees 218.50 feet to a stake by water tank to the beginning, containing about 12 acres more or less.

Exception: There is excepted from the foregoing conveyance that certain property conveyed by the Grantor to Ollie Gywn Ison by deed July 28, 1986 which appears of record in Deed Book 208, page 634 in the Perry County Clerk's office.

Being the same property conveyed to **Ronald Tricker** by **Rolane Appliance and Marine, INC., f/k/a Rolane Gas Company** by deed dated November 7, 2014 and recorded in the office of the Perry County Clerk at Deed Book 379 page 733.

**EXHIBIT B
(TO BE REMOVED PRIOR TO RECORDING)**

PAYMENTS TO LANDOWNER

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of Two Thousand Dollars (\$2,000.00) which Aurora shall pay to Landowner within sixty (60) days after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of Five Hundred Dollars (\$500.00) per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within ninety (90) days after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
 - From 1-500 linear feet of corridor: Three Thousand Dollars (\$3,000.00);
 - From 501-1000 linear feet of corridor: Six Thousand Dollars (\$6,000.00);
 - 1001 or more linear feet of corridor: Six Dollars per linear foot (\$6.00/LF) of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of One Thousand Dollars (\$1,000.00) within thirty (30) days prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within ninety (90) days after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

- 1.7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within twenty-one (21) days after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.
- 1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.
- 1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT

THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of August 25th, 2021 (the “**Effective Date**”) by and between **Allen Webb** (“**Landowner**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS**. Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.
 - 1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):
 - 1.1.1. an **overhead collection system easement**, consisting of
 - 1.1.1.1. an area of one hundred (100) feet in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and
 - 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
 - 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a “utility easement” pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to forty-eight (48) years from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
 - 4.1. **Landowner’s Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner’s fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora’s prior written consent.
 - 4.2. **No Interference.** Landowner’s activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether

located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within four hundred (400) feet of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within fifteen (15) days of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than thirty-six inches (36") below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction

project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. **ASSIGNMENT.** Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. **ENCUMBRANCE OF EASEMENTS.**

7.1. **Right to Encumber.** Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. **Covenants for Lender's Benefit.** Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants,

conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level three (3) feet below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18) months after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when

personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

Allen Webb
53 Webb Drive
Bonnyman, KY 41719

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
1125 NW Couch, Suite 700
Portland, Oregon 97209

With copy to:

Aurora Solar LLC
Attn: Land Management
1125 NW Couch, Suite 700
Portland, Oregon 97209
Facsimile: (503) 796-6901
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

- 9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.
- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND**

PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"
Aurora Solar LLC,
an Oregon limited liability company

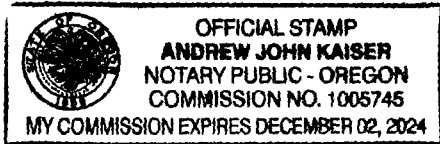
LEGAL
SDH

By: [Signature]
Printed Name: **Sara Parsons**
Title: Authorized Representative

By: [Signature]
Printed Name: **Stephanie La Pier**
Title: Authorized Representative

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

This instrument was acknowledged before me September 24, 2021, by Sara Parsons and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]
Notary Public
My commission expires: December 02, 2024
Commission No.: 1005745

This instrument prepared by:

[Signature]
Justin W. Noble
Law Offices of David A. Johnson
461 Main Street
Hazard, KY 41701

EXHIBIT A

Description of the Property

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

A certain tract of land lying on Lower Second Creek of the North Fork of the Kentucky River and more particularly described as follows:

Beginning on a large rock and mulberry opposite the gray point; thence up the hill by the hill fence and Lee Collins line to a large rock; thence up to the point as it meanders to the top of the ridge to Pete Campbell's line; thence following the ridge to a big rock East of the power line; thence straight down the hill with Mollie Collins line to Lower Second Creek; thence across the creek and up the hill a straight line to a black gum stump and a black walnut tree on the Woodson Feltner line and the county road; thence with the county road up to Bee Branch; thence down Bee Branch as it meanders to Second Creek; thence with the said creek as it meanders back to the beginning point; so as to include the barn, house and all household items and anything else that might have been on this property at the time of the death of Susie Engle.

Being the same property conveyed to **Allen Webb** by **Andrea Grigsby Hurt and Sondra Grigsby Tibbitts** by deed dated August 10th, 2020 and recorded in the office of the Perry County Clerk at Deed Book 410 page 479.

EXHIBIT B
(TO BE REMOVED PRIOR TO RECORDING)

PAYMENTS TO LANDOWNER

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of Two Thousand Dollars (\$2,000.00) which Aurora shall pay to Landowner within sixty (60) days after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of Five Hundred Dollars (\$500.00) per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within ninety (90) days after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
 - From 1-500 linear feet of corridor: Three Thousand Dollars (\$3,000.00);
 - From 501-1000 linear feet of corridor: Six Thousand Dollars (\$6,000.00);
 - 1001 or more linear feet of corridor: Six Dollars per linear foot (\$6.00/LF) of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of One Thousand Dollars (\$1,000.00) within thirty (30) days prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within ninety (90) days after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement (“**Incremental Taxes**”), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within twenty-one (21) days after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT
AGREEMENT**

THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of 5/31/, 2022 (the “**Effective Date**”) by and between **Julia Webb (f/k/a Julia Phillips)** (“**Landowner**”) and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.
 - 1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):
 - 1.1.1. an **overhead collection system easement**, consisting of
 - 1.1.1.1. an area of one hundred (100) feet in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and
 - 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
 - 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.
 - 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the

intention of the parties that such easements are freely assignable and not personal to Aurora.

- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a “utility easement” pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to forty-eight (48) years from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
 - 4.1. **Landowner’s Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner’s fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora’s prior written consent.
 - 4.2. **No Interference.** Landowner’s activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
- 4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken

on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within four hundred (400) feet of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within fifteen (15) days of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. **AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than thirty-six inches (36") below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event

that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees,

Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a “**Lender**”) all or any part of Aurora’s interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender’s Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora’s rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Aurora’s interest or otherwise take possession of Aurora’s interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora’s interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been

terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level three (3) feet below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18) months after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

Julia Webb
53 Webb Drive
Bonnyman, KY 41719

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
1125 NW Couch, Suite 700
Portland, Oregon 97209

With copy to:

Aurora Solar LLC
Attn: Land Management
1125 NW Couch, Suite 700
Portland, Oregon 97209
Facsimile: (503) 796-6901
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

- 9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.
- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**

- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", Julia Webb

SPOUSE (IF ANY)

Julia Webb
Printed Name: Julia Webb

Gillie Webb
Printed Name: Gillie Webb

STATE OF Kentucky §

COUNTY OF Perry §

I Justin Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 31st day of May, 2022

(AFFIX NOTARY SEAL OR STAMP)

[Signature]
Notary Public
My Commission Expires: 7-3-25

Notary ID: KYNP32857

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"
Aurora Solar LLC,
an Oregon limited liability company

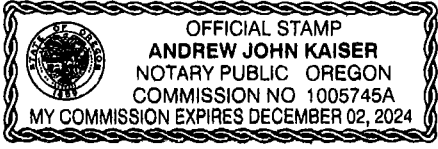
LEGAL
IN

By: *Carrie Tracy*
Printed Name: **Carrie Tracy**
Title: **Authorized Representative**

By: *Stephanie La Pier*
Printed Name: **Stephanie La Pier**
Title: **Authorized Representative**

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me July 21, 2022, by
Carrie Tracy and Stephanie La Pier,
Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its
behalf.



[Signature]
Notary Public
My commission expires: December 02, 2024
Commission No.: 1005745A

This instrument prepared by:
[Signature]
Justin W. Noble, Esq.
Law Offices of David A. Johnson
461 Main Street
Hazard, KY 41701

EXHIBIT A

Description of the Property

Beginning at the creek; thence up the hill to a large rock marked X; thence a straight line up the hill to a row of cliffs; thence an easterly direction around the hill with the cliffs to Lula and Sherman Neace's line; thence down the hill with the Neace line to the line of Marie Collins; thence with the Collins' line to the creek; thence down the creek to the point of beginning.

For a more particular description, see description as follows:

Beginning at a culvert on north side of road; thence N. 66 deg. 13 min. 09 sec. W. 39.07 feet to a poplar on north side of road; thence N. 56 deg. 43 min. 49 sec. W. 239.83 feet to an iron pin on hillside; thence N. 24 deg. 01 min. 08 sec. E. 245.08 feet to an iron pin in line of parent tract; thence S. 85 deg. 18 min. 00 sec. E. 173.00 feet to an iron pin in branch; thence with branch S. 5 deg. 44 min. 33 sec. W. 358.80 feet to the point of beginning, containing 1.50 acres as shown by survey of H.B. Wilson, Lic# 2041, on 7/1/88.

Being the same property conveyed by deed from Opal Moore to Julia Phillips (now known as Julia Webb), dated the 13th day of July, 1988, in Deed Book 217, Page 567, records of the Perry County Clerk's Office.

**EXHIBIT B
(TO BE REMOVED PRIOR TO RECORDING)**

PAYMENTS TO LANDOWNER

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of Two Thousand Dollars (\$2,000.00) which Aurora shall pay to Landowner within sixty (60) days after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of Five Hundred Dollars (\$500.00) per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within ninety (90) days after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
 - From 1-500 linear feet of corridor: Nine Thousand Dollars (\$9,000.00);
 - From 501-1000 linear feet of corridor: Eighteen Thousand Dollars (\$18,000.00);
 - 1001 or more linear feet of corridor: Eighteen Dollars per linear foot (\$18.00/LF) of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of One Thousand Dollars (\$1,000.00) within thirty (30) days prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within ninety (90) days after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement (“**Incremental Taxes**”), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within twenty-one (21) days after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

THIS INSTRUMENT WAS DRAFTED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

AFTER RECORDING PLEASE RETURN TO:

Winthrop & Weinstine
Attn. Krista A. Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone 612 604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT
AGREEMENT**

by and between

Emily Salley, James Back, Janice Whitaker, and Gary D. Whitaker

as the Landowners

and

AURORA SOLAR LLC, an Oregon limited liability company
as the Lessee

Dated November 29, 2022

PREPARED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

AFTER RECORDING RETURN TO:

Winthrop & Weinstine
Attn: Kista A Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612 604.6629

(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT
AGREEMENT**

THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of November 29, 2022 (the "Effective Date") by and between **Emily Salley, James Back, Janice Whitaker, and Gary D. Whitaker** ("Landowner(s)") and **Aurora Solar LLC**, an Oregon limited liability company ("**Aurora**").

1 **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "**Property**") Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "**Easement**").

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1 an area of one hundred (100) feet in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,

together with the appropriate rights-of-way, under, on, along and in the Property, and

1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.

1.2 The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".

1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.

1.4 The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes

1.5 Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).

2. **TERM**. The term of the Easement and of this Agreement shall be up to forty-eight (48) years from the Effective Date.

3. **PAYMENTS TO LANDOWNER**. Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.

4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS**. Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:

4.1. **Landowner's Authority**. Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the

Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere, (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3 Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5 Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6 Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have

no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property

4.8 Coal, Oil, Gas, and Mineral Rights Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within four hundred (400) feet of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within fifteen (15) days of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1 Tile Repair Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than thirty-six inches (36") below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.

- 5.2 Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement, provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

- 5.5 Hazardous Materials Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
- 6 ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents
7. ENCUMBRANCE OF EASEMENTS.
- 7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.
- 7.2. Covenants for Lender's Benefit Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows.
- 7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself
- 7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the

sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4 In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level three (3) feet below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18)

months after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1 **Notices.** All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows.

If to Landowner

Gary Whitaker
Janice Whitaker
1776 Flat Gap Road
Bonnyman, KY 41719

If to Aurora:

Aurora Solar LLC
Attn. Contracts Administration
2701 NW Vaughn Street, Ste. 300
Portland, Oregon 97210

With copy to.

Aurora Solar LLC
Attn. Land Management
2701 NW Vaughn Street, Ste. 300
Portland, Oregon 97210
Facsimile (503) 796-6901
Telephone No.. (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. **Entire Agreement, Amendments.** This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

9.3 **Successors and Assigns** This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the

easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them

- 9.4 Legal Matters This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6 **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

- 9 11. If Aurora elects to utilize Landowner's Property for access to the Electrical Line Facilities, Aurora shall construct an access to the Engle Cemetery located on the Landowner's Property from the Electrical Line Access Road including necessary drainage pipes and gravel surfacing. Aurora shall not be responsible for the maintenance of the Engle Cemetery access post construction.
- 9 12. If Aurora utilizes spraying activities as a method of foliage growth control on the Property, such spraying will be limited to areas containing structures only

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

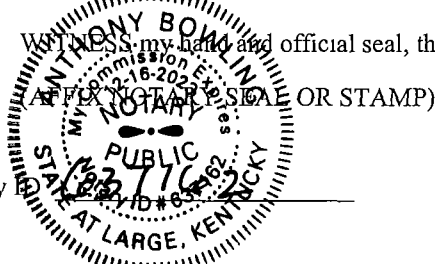
"LANDOWNER", Emily Salley

By [Signature]
Printed Name: Emily Salley

STATE OF KENTUCKY §
COUNTY OF PERRY §

I ANTHONY BOWLING, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITNESS my hand and official seal, this the 14TH day of OCTOBER, 20 22.



Anthony Bowling
Notary Public
My Commission Expires: 12-16-2023

Notary ID # 03716623

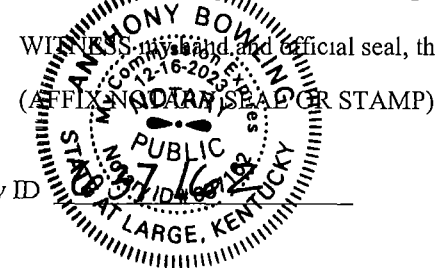
"LANDOWNER", James Back

By [Signature]
Printed Name: James Back

STATE OF KENTUCKY §
COUNTY OF PERRY §

I ANTHONY BOWLING, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITNESS my hand and official seal, this the 14TH day of OCTOBER, 20 22.



Anthony Bowling
Notary Public
My Commission Expires: 12-16-2023

Notary ID # 03716623

"LANDOWNER", Janice Whitaker

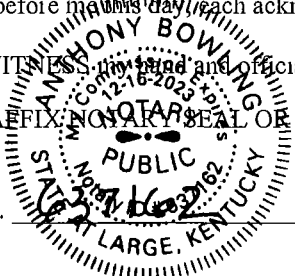
By: Janice Whitaker
Printed Name: Janice Whitaker

STATE OF KENTUCKY §
COUNTY OF PERRY §

I ANTHONY BOWLING Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITH MY HAND AND OFFICIAL SEAL, this the 14TH day of OCTOBER, 20 22

(AFFIX NOTARY SEAL OR STAMP)



Anthony Bowling
Notary Public
My Commission Expires 12-16-2023

Notary ID: 037162

"LANDOWNER", Gary D. Whitaker

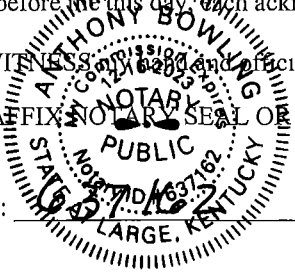
By: Gary Whitaker
Printed Name Gary Whitaker

STATE OF KENTUCKY §
COUNTY OF PERRY §

I ANTHONY BOWLING Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITH MY HAND AND OFFICIAL SEAL, this the 14TH day of OCTOBER, 20 22

(AFFIX NOTARY SEAL OR STAMP)



Anthony Bowling
Notary Public
My Commission Expires 12-16-2023

Notary ID: 037162

EXHIBIT A

Description of the Property

Lying and being on Pigeon Roost Creek of the North Fork of the Kentucky River, in Perry County, Kentucky, and beginning at the mouth of Dry Hollow, thence up Dry Hollow as it meanders to the upper end of a little field and the line of R.B. McIntosh; thence with the fence and the said line up the hill to a marked black oak, near the graves, thence up the grave point as it meanders between Dry Hollow and Little Pigeon Roost to the top of the point between Little Pigeon Roost and Big Pigeon Roost, thence up the ridge as it meanders between Little Pigeon Roost and Big Pigeon Roost, to the head of Sam Campbell's branch to a marked chestnut oak; thence down the ridge as it meanders between Little Pigeon Roost and Sam Campbell's branch to the head of Wolf Pen Branch; thence down the ridge as it meanders between Little Pigeon Roost and Wolf Pen Branch to the top of the point between Pole Cat Hollow and Jarrett Fork; thence down said point between Pole Cat Hollow and Jarrett Fork to a chestnut tree on the left side of Jarrett Fork coming down, thence on down the hill to the Jarrett Fork, thence down Jarrett Fork as it meanders to Little Pigeon Roost; thence down said creek as it meanders to the BEGINNING.

Being the same property conveyed by deed from Elsie Charline Engle to Pearlie Back and Everett Back, dated the 9th day of February, 1987, in Deed Book 211, Page 474, records of the Perry County Clerk's Office. This property was conveyed to Emily Salley, James Back, Janice Whitaker, and Gary D. Whitaker by Will filed in Will Book 17, Page 433, records of the Perry County Clerk's Office and probated in Perry County District Court, Case No 00-P-00175.

EXHIBIT B
(TO BE REMOVED PRIOR TO RECORDING)

PAYMENTS TO LANDOWNER

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of Twelve Thousand Dollars (\$12,000.00) which Aurora shall pay to Landowner within sixty (60) days after the Effective Date of this Agreement
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of Five Hundred Dollars (\$500.00) per year
- 1.3. Overhead Collection System and Communication Lines Payment Aurora shall pay Landowner a one-time payment as described below within ninety (90) days after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
 - From 1-500 linear feet of corridor: Five Thousand Dollars (\$5,000.00),
 - From 501-1000 linear feet of corridor: Ten Thousand Dollars (\$10,000.00);
 - 1001 or more linear feet of corridor: Ten Dollars per linear foot (\$10.00/LF) of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of One Thousand Dollars (\$1,000.00) within thirty (30) days prior to commencing construction on the Property
- 1.5. Crop/Timber Damage Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within ninety (90) days after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage

1.6 Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500 00. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within twenty-one (21) days after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

THIS INSTRUMENT WAS DRAFTED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

AFTER RECORDING PLEASE RETURN TO:

Winthrop & Weinstine
Attn: Krista A. Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT
AGREEMENT**

by and between

Michael Eric White

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company
as the Lessee

Dated April 17th, 2023

PREPARED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

AFTER RECORDING RETURN TO:

Winthrop & Weinstine
Attn: Krista A. Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

(Space above this line for Recorder's use only)

OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT

THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of April 11th, 2023 (the "**Effective Date**") by and between **Michael Eric White**, a married man ("**Landowner**") and **Aurora Solar LLC**, an Oregon limited liability company ("**Aurora**").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "**Property**"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "**Easement**"):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of one hundred (100) feet in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,

together with the appropriate rights-of-way, under, on, along and in the Property,
and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM**. The term of the Easement and of this Agreement shall be up to forty-eight (48) years from the Effective Date.
3. **PAYMENTS TO LANDOWNER**. Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that **Exhibit B shall be removed prior to recording of this Easement.**
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
 - 4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the

Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have

no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
- 4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within four hundred (400) feet of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within fifteen (15) days of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.
- 4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

- 5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than thirty-six inches (36") below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "**Lender**") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire

Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

- 7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. Default and Termination.

- 8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.
- 8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.
- 8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level three (3) feet below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any

continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18) months after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

Michael Eric White
P.O. Box 47
Bonnyman, KY 41719

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
2701 NW Vaughn Street, Ste. 300
Portland, Oregon 97210

With copy to:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Ste. 300
Portland, Oregon 97210
Facsimile: (503) 796-6901
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER"

By: Michael Eric White
Michael Eric White

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF PERRY §

I ANTHONY BOWLING Notary Public, certify that Michael Eric White personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

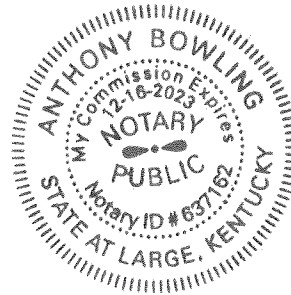
WITNESS my hand and official seal, this the 29TH day of MARCH, 2023.

(AFFIX NOTARY SEAL OR STAMP)

Anthony Bowling
Notary Public
My Commission Expires: 12-16-2023
Notary ID: 637162

SPOUSAL CONSENT

By: Sally Marie White
Name: Sally Marie White
Spouse of Michael Eric White
sallie SW



COMMONWEALTH OF KENTUCKY §
§
COUNTY OF PERRY §

I Anthony Bowling Notary Public, certify that Sally Marie White, spouse of Michael Eric White, personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 29 day of MARCH, 2023.

(AFFIX NOTARY SEAL OR STAMP)

Anthony Bowling
Notary Public
My Commission Expires: 12-16-2023
Notary ID: 637162

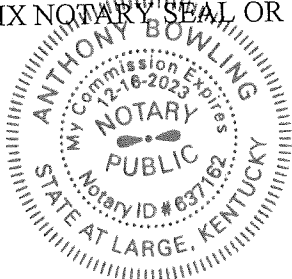


EXHIBIT A

Description of the Property

That certain described tract or parcel of land in Perry County, Kentucky described as follows:

BEGINNING on an iron pipe in edge of the Louisville and Nashville Railroad right of way and lower corner of Mary Clemons property, on survey point No. 9.9 as shown by plat filed under Folio Number _____, Perry County Clerk's Office; thence N 31 18 03 E 232.17 feet; thence N 30 01 06 E 51.97 feet; thence N 25 25 09 E 111.83 feet; thence N 23 15 47 E 116.47 feet; thence N 20 29 50 E 114.23 feet; thence N 27 38 46 E 165.95 feet; thence N 28 34 15 E 115.00 feet; thence S 27 19 14 E 571.63 feet to a 14" maple and set nail in tree root; thence S 49 23 13 W 81.47 feet with old surface mine bench; thence S 64 50 51 W 133.90 feet to a white oak with set nail in root; thence S 63 27 54 W 169.00 feet; thence S 20 04 53 W 25.67 feet; thence S 57 23 43 W 168.39 feet; thence S 41 42 09 W 62.86 feet; thence S 51 43 29 W 66.44 feet; thence S 72 55 37 W 17.04 feet; thence S 65 41 05 W 34.51 feet to center of Old House Branch; thence N 23 13 25 W 20.95 feet; thence N 37 29 59 W 37.99 feet; thence N 11 33 28 W 53.02 feet; thence N 39 20 31 W 10.00 feet to survey point Number 9.9 and the point of BEGINNING, containing 5.62 acres, and being Tract No. 1 of Ms. Mary Clemons property.

Being the same land conveyed by Mary Clemons, widow, to Michael Eric White by deed dated January 8, 1985, of record in Deed Book 202, Page 237, records of Perry County Clerk's Office.

EXHIBIT B
(TO BE REMOVED PRIOR TO RECORDING)

PAYMENTS TO LANDOWNER

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of Five Thousand Dollars (\$5,000.00) which Aurora shall pay to Landowner within sixty (60) days after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of Five Hundred Dollars (\$500.00) per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within ninety (90) days after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
 - From 1-500 linear feet of corridor: Nine Thousand Dollars (\$9,000.00);
 - From 501-1000 linear feet of corridor: Eighteen Thousand Dollars (\$18,000.00);
 - 1001 or more linear feet of corridor: Eighteen Dollars per linear foot (\$18.00/LF) of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of One Thousand Dollars (\$1,000.00) within thirty (30) days prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within ninety (90) days after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement (“**Incremental Taxes**”), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within twenty-one (21) days after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

THIS INSTRUMENT WAS DRAFTED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

AFTER RECORDING PLEASE RETURN TO:

Winthrop & Weinstine
Attn: Krista A. Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT
AGREEMENT**

by and between

Tonda Lee Young

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company
as the Lessee

Dated May 1st, 2023

PREPARED BY:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Suite 300
Portland, OR 97210
Telephone: 503.796.7167

AFTER RECORDING RETURN TO:

Winthrop & Weinstine
Attn: Krista A. Bengston-Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

(Space above this line for Recorder's use only)

OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT

THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of May 1st, 2023 (the "Effective Date") by and between **Tonda Lee Young**, a widow ("Landowner") and **Aurora Solar LLC**, an Oregon limited liability company ("Aurora").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "Property"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "Easement"):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of one hundred (100) feet in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,

together with the appropriate rights-of-way, under, on, along and in the Property, and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to forty-eight (48) years from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that **Exhibit B shall be removed prior to recording of this Easement.**
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
 - 4.1. Landowner's Authority. Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the

Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have

no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within four hundred (400) feet of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within fifteen (15) days of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than thirty-six inches (36") below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than Five Million Dollars (\$5,000,000.00) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.
7. ENCUMBRANCE OF EASEMENTS.
- 7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "**Lender**") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.
- 7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:
- 7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.
- 7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire

Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

- 7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within sixty (60) days after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. Default and Termination.

- 8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.
- 8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Aurora, or 120 days for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.
- 8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level three (3) feet below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any

continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18) months after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

Tonda Lee Young
P.O. Box 274
Bonnyman, KY 41719

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration
2701 NW Vaughn Street, Ste. 300
Portland, Oregon 97210

With copy to:

Aurora Solar LLC
Attn: Land Management
2701 NW Vaughn Street, Ste. 300
Portland, Oregon 97210
Facsimile: (503) 796-6901
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER"

By: Tonda Lee Young
Tonda Lee Young

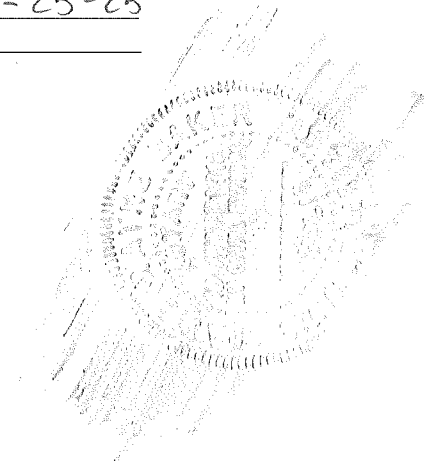
COMMONWEALTH OF KENTUCKY §
§
COUNTY OF Perry §

I David Baker, Notary Public, certify that Tonda Lee Young personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 4 day of April, 2023.

(AFFIX NOTARY SEAL OR STAMP)

David Baker
Notary Public
My Commission Expires: 5-25-25
Notary ID: KYUP 30318



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"

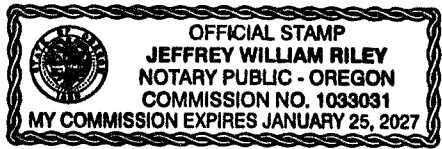
Aurora Solar LLC,
an Oregon limited liability company

By: *Carrie Tracy*
Printed Name: **Carrie Tracy**
Title: Authorized Representative

By: *Heather Pingree*
Printed Name: **Heather Pingree**
Title: Authorized Representative

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me May 1st, 2023, by Carrie Tracy and Heather Pingree, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



Jeffrey Riley
Notary Public Oregon
My commission expires: January 25th, 2027
Commission No.: 1033031

EXHIBIT A

Description of the Property

That certain described tract or parcel of land in Perry County, Kentucky described as follows:

Beginning on a stake in the East side of the Typo Road and on the West side of First Creek in Liberty Village; this is a corner to the Wheeler Hamblin tract; thence down by the Typo road S 20° 35' W 83.12' to iron pipe by road; thence S 18° 59' W 414.94' to iron pipe by road; thence S 30° 35' W 216.98' to iron pipe; thence S 23° 15' W 294.49' to iron pipe by road; thence S 25° 35' W 174.00' to a stake by bridge that leads to Double Poplar Branch, a corner to Lot #651 Liberty Village Map; thence turning up First Creek N 41° 55' E 160.50' to iron pipe on line with Louisville and Nashville Railroad Right of Way; thence with Right of Way N 280 40 E 628.45' to iron pipe; thence N 24 04 E 97.52' to iron pipe in line with Louisville and Nashville Railroad Right of Way; thence N 21 17 E 203.80' to iron pipe in First Creek a corner to the Wheeler Hamblin lot; thence with line of the Wheeler

Hamblin lot N 22 53 W 149.18' to the beginning containing 1.87 acres more or less, being a part of the E.C. and Sarah Combs tract.

Prior Deed Reference: Book 393, Page 649

EXHIBIT B
(TO BE REMOVED PRIOR TO RECORDING)

PAYMENTS TO LANDOWNER

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of Five Thousand Dollars (\$5,000.00) which Aurora shall pay to Landowner within sixty (60) days after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of Five Hundred Dollars (\$500.00) per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within ninety (90) days after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
 - From 1-500 linear feet of corridor: Nine Thousand Dollars (\$9,000.00);
 - From 501-1000 linear feet of corridor: Eighteen Thousand Dollars (\$18,000.00);
 - 1001 or more linear feet of corridor: Eighteen Dollars per linear foot (\$18.00/LF) of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of One Thousand Dollars (\$1,000.00) within thirty (30) days prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within ninety (90) days after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within twenty-one (21) days after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.