

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

Richard D. Clemons

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
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(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 March 1st, 2023 (the "**Effective Date**") by and between **Richard D. Clemons**, an unmarried 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:

Richard D. Clemons
101 Happy Valley Lane
Hazard, KY 41701

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: Richard D. Clemons
Richard D. Clemons

COMMONWEALTH OF KENTUCKY §
COUNTY OF PERRY §

I ANTHONY BOWLING Notary Public, certify that Richard D. Clemons 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 30 day of MARCH, 2023.

(AFFIX NOTARY SEAL OR STAMP)

Anthony Bowling
Notary Public
My Commission Expires: 12-16-2023
Notary ID: 637162

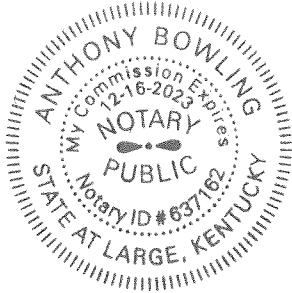


EXHIBIT A

Description of the Property

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

LOT 4

BEGINNING at an iron pin said pin being the most northeastern corner of a survey in the name of Johnny Collins and Kathy Collins, Deed Book 227, Page 324; thence S 52° 09' 22" W 32.24 feet to an iron pin; thence S 35° 52' 35" W, 68.05 feet to an iron pin; thence N 18° 42' 09" W, 607.82 feet to a stake; thence N 35° 03' E, 49.68 feet; thence S 33° 52' 49" E, 59.77 feet to an iron pin; thence W 59° 05' 21" E, 187.15 feet to a plastic stake; thence N 51° 59' 26" E, 30.0 feet to a stake; thence S 25° 47' 54" E, 133.31 feet to a stake; thence along an access road S 39° 56' 09" W, 111.78 feet; thence S 30° 12' 18" W, 196.02 feet; thence S 03° 30' 18" E, 61.71 feet to a stake; thence S 21° 13' 04" E, 231.71 feet to the point of Beginning, containing 2.27 acres.

Being the same land conveyed by Richard L. Clemons and Evalee Clemons, husband and wife, to Richard D. Clemons by deed dated _____, 2018, of record in Deed Book 405, Page 1, 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 August 24th, 2021 (the “**Effective Date**”) by and between **Jonathan Cook and Ruby Cook** (“**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 subleases 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:

Jonathan and Ruby Cook
815 Flat Gap Road

If to Aurora:

Aurora Solar LLC
Attn: Contracts Administration

Bonnyman, KY 41719

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]

EXHIBIT A

Description of the Property

TRACT I: Beginning on a black oak tree at the mouth of the right hand fork of Pigeon Roost; thence with the creek as it runs to Dewey Milam's line to a rock Marked X; thence with said marked line fence to the top of a knob to a marked Hickory; thence with Press Eversole's line as it meanders with the ridge to the knob joining Press Eversole and Irwin Eversole and R.E.

Hughes line; thence Down the point as it meanders back to the beginning to a black oak, excepting Therefrom the following described boundary conveyed by R.B and Anna Combs to Verlin Cornett by deed dated April 22, 1976, Deed Book 165, Page 240, and described as follows:

Beginning on a black oak tree to the old auger road; thence with the Auger Road approximately 200 feet to a hollow; thence down the hollow as it meanders to Pigeon Roost Creek; thence down Pigeon Roost Creek to the black oak at the point of Beginning, containing 10 acres more or less.

Leaving a tract containing 30 acres, more or less.

TRACT II: Beginning at the fork of the branch at a black oak; thence up the creek to twin beeches and Effie Watkins and Ralph and Verneada Watkins line; thence with said line to pine and thunderstruck Cliff; thence with the center of point back to a black oak to starting point, containing 10 acres more or less.

ACCESS EASEMENT TO TRACT I AND II: Being a right of way or easement over the following described property: Beginning at the Flat Gap Road near the gap of the mountain near Flat Gap and Pigeon Roost; and running near Claude Campbell's property to the property this day conveyed to the second parties by Erie Miller, and being a right of way or easement thirty feet in width.

Source of Title: Tract I, Tract II and the Access Easement to Tract I and Tract II are all a part of the same land which was conveyed by Paul Douglas Hensley, et al. to John F. Tate by Deed dated April 20, 1982, and of record in Deed Book 190, Page 695, in the Perry County Clerk's Office.

TRACT III: Lying in Perry County, Kentucky and on Pigeon Roost Creek, a tributary of the North Fork of the Kentucky River and bounded as follows, to wit:
Beginning at main Pigeon Roost Creek at a line of Hurchel Combs; thence up the hills with his said line to the top of the hill to a line of Press Eversole; thence with his said line to the County Road; thence turning to the right and running with the right of way line of the County Road and down the same to Pigeon Roost Creek; thence turning to the right and running with the meanders of Pigeon Roost Creek, back to the point of the beginning.

Source of Title: Being a part of the same land which conveyed by Claude Campbell and his wife, Erie Campbell, to John F. Tate by Warranty Deed dated March 1, 1982, and of record in Deed Book 190, Page 156, in the Perry County Clerk's Office.

TRACT IV: Lying and being on Pigeon Roost Creek, a tributary of the North Fork of the Kentucky River, in Perry County, Kentucky, and further described as follows:

Beginning on a black oak tree at the mouth of the right hand fork of Pigeon Roost; thence up the hull to the old auger road; thence with the auger road approximately 200 feet to a hollow; thence down the hollow as it meanders to Pigeon roost Creek; thence down Pigeon Roost Creek to the black oak at the point of beginning, containing 10 acres more or less.

Source of Title: Being the same land conveyed by Verlin Combs Cornett, single, to John F. Tate by deed dated March 27, 1982 and of record in Deed Book 190, Page 440, in the Perry County Clerk's Office.

Being the same property conveyed to **Jonathan Cook and his wife, Ruby Cook** by **John F. Tate and his wife, Barbara Tate** by deed dated April 10th, 2015 and recorded in the office of the Perry County Clerk at Deed Book 382 page 78.

**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.

THIS INSTRUMENT WAS DRAFTED BY:

Aurora Solar LLC

Elizabeth Gonzalez
Attn: Land Management
1125 NW Couch, Suite 700
Portland, OR 97209
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

LOIS DUFF and MATTHEW DUFF,
as the grantor

and

AURORA SOLAR LLC,
as the grantee

Dated May 10th 2022

**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 **Lois Duff** and **Matthew Duff** (“**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:

Lois Duff and Matthew Duff
952 Flat Gap Road
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.

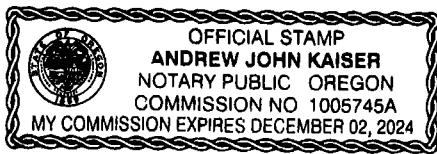
"AURORA"
Aurora Solar LLC,
an Oregon limited liability company

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, 20 22, 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 A

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

TRACT 1:

Lying and being in State of Kentucky and County of Perry on Pigeon Roost Creek on Shingle Pen Branch being a tributary of North Fork of the Kentucky River and bounded as follows:

BEGINNING at the road at the corner of Finley Eversole's line; thence running with the road and the line of Finley Eversole; through and by a apple tree, thence a straight line around the hill to a set stone marked X; thence a straight line down the hill to a black walnut tree marked with three hacks; thence a straight line to the creek thence up the branch as it meanders with the line of Finley Eversole to the mouth of a small drain at the upper end of a little bottom; thence up the drain with a marked line to top of hill to the line of Farmer Baker and down the ridge as it meanders to the line of Bige Engle and a stone marked X, thence down the hill with the said line of Bige Engle to the BEGINNING . Containing 25 acres more or less.

Being the same property conveyed to **Lois Duff** and **Matthew Duff** from **Lois Duff** by deed dated March 10th, 2022 and recorded in the office of the Perry County Clerk at Deed Book 420 Page 723.

TRACT 2:

Lying and being in State of Kentucky, County of Perry on Pigeon Roost Creek on Shingle Pen Fork being a tributary of North Fork of the Kentucky River and bounded as follows:

BEGINNING at the creek at a rock marked X with the line of Walter Fields, thence up the creek as it meanders with the line of Polly Napier to the line of C C. DeHart's heirs; thence with the line of said C.C DeHart's heirs to the line of Finley Eversole at a rock marked X; thence leaving the creek and running up the hill to the road; thence leaving the road and cliff marked with X; thence a straight line up the hill with marked timber to top of hill to the line of Farmer Baker; thence with the said line of Farmer Baker as it meanders to the line of S.B. Campbell to a black oak and rock marked X; being the corner of Walter Fields line, thence down the hill with the line of said Walter Fields to the beginning, containing 10 acres, more or less.

Being the same property conveyed to **Lois Duff** and **Matthew Duff** from **Lois Duff** by deed dated March 10th, 2022 and recorded in the office of the Perry County Clerk at Deed Book 420 Page 723.

**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

Elsie Roll, Sam Roll, Dan Roll and Lou Ella Farler

as the Landowner

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 _____, 2023 (the "Effective Date") by and between **Elsie Roll**, a widow and successor in interest to Bill Roll, deceased, **Sam Roll, Dan Roll and Lou Ella Farler** (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. 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:

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"

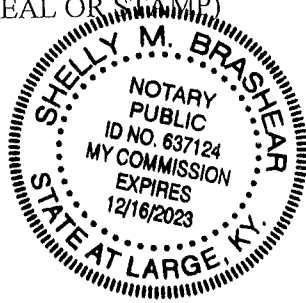
By: B. Dan Roll
Dan Roll

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF Perry §

I Shelly Brashear, Notary Public, certify that Dan Roll 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 2ND day of May, 2023.

(AFFIX NOTARY SEAL OR STAMP)



Shelly M. Brashear
Notary Public
My Commission Expires: 12-16-2023
Notary ID: 637124

SPOUSAL CONSENT

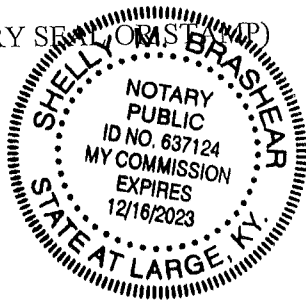
Gerry Roll
Gerry Roll, spouse of Dan Roll

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF Perry §

I Shelly Brashear, Notary Public, certify that Gerry Roll, spouse of Dan Roll, 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 2ND day of May, 2023.

(AFFIX NOTARY SEAL OR STAMP)



Shelly M. Brashear
Notary Public
My Commission Expires: 12-16-2023
Notary ID: 637124

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

"LANDOWNER"

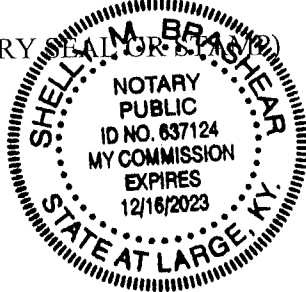
By: Sam Roll
Sam Roll

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF Perry §

I SHELLY BRASHEAR, Notary Public, certify that Sam Roll 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 2ND day of May, 2023.

(AFFIX NOTARY SEAL OR STAMP)



Shelly M. Brashear
Notary Public
My Commission Expires: 12-16-2023
Notary ID: 637124

SPOUSAL CONSENT

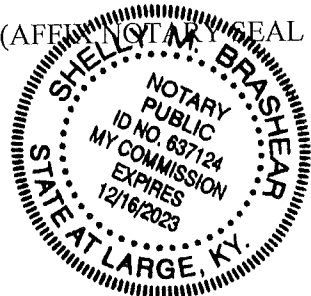
Peggy Roll
_____, spouse of Sam Roll

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF Perry §

I SHELLY BRASHEAR, Notary Public, certify that PEGGY ROLL, spouse of Sam Roll, 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 2ND day of May, 2023.

(AFFIX NOTARY SEAL OR STAMP)



Shelly M. Brashear
Notary Public
My Commission Expires: 12-16-2023
Notary ID: 637124

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

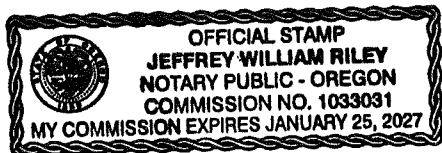
"AURORA"
Aurora Solar LLC,
an Oregon limited liability company

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 on May 31st, 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:

Lying and being on the right side of Nighway Branch, ascending, of First Creek of the North Fork of the Kentucky River in Perry County, Kentucky, and further described as follows:

BEGINNING at an iron stake on the right side of Nighway Branch and on the north side of said branch in a low gap of the mountain in the center of the ridge, this stake being the corner between Eugene Engle, et us and Van Raleigh; thence following the center of the ridge as it meanders in a westerly direction for a distance of approximately 2,100 feet to an iron stake by a large twin oak tree in a swag; thence turning to the left and running down a drain in an easterly direction for a distance of approximately 750 feet to the 5A coal seam for a distance of approximately 450 feet to a mine opening in the center of the ridge; thence turning to the right and running in a straight line down the hill for a distance of approximately 250 feet to a stake; thence turning to the left and running for a distance of approximately 300 feet to the forks of the branch at Van Raleigh's line; thence turning to the left and running in a northwesterly direction up the righthand side of Nighway Branch for a distance of approximately 1,000 feet back to the point of the Beginning.

There is excepted from this deed a 25 foot easement right of way for the purpose of gaining ingress and egress to the remaining properties owned by the First Parties, and there is also reserved unto the First Parties an easement for the purpose of laying a waterline from the No. 7. coal seam to the remaining properties owned by the First Parties.

Being a part of the same land which was conveyed to Eugene Engle and his wife, Ruth Engle by deed from Julia Engle, a widow, dated May 26, 1972, and of record in Deed Book 149, page 776, records of the Perry County Clerk's office.

Being the same land conveyed by Eugene Engle and Ruth Engle, husband and wife, to Bill Roll and Benn Roll by deed dated August 2, 1982, of record in Deed Book 193, Page 378, 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

Diana Fugate, an unmarried woman

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

(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 _____, 2022 (the "Effective Date") by and between **Diana Fugate**, an unmarried woman ("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:

Diana Fugate
9 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]

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

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

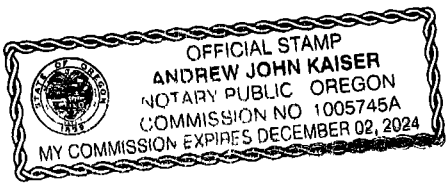
LEGAL
WR

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 October 28, 2022, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



Andrew John Kaiser
Notary Public
My commission expires: December 02, 2024
Commission No.: 1005745A

This instrument prepared by:

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

EXHIBIT A

Description of the Property

Tract 1

A certain tract or parcel of land lying and being in Perry County, Kentucky, on Pigeon Roost Creek, waters of the North Fork of the Kentucky River and bounded as follows:

BEGINNING on a small rock; thence running down the creek 10 poles to a small chestnut tree and large rock; thence up the hill 8 poles to a basket oak; thence 10 poles up the creek with the marked timber opposite the beginning; thence a straight line to the beginning, containing one-half acre, more or less.

Being the same property conveyed by deed from Harrison Campbell, Jr. and Rose M. Campbell, to Diane Fugate and Alamander Fugate, dated the 24th day of March, 1982, in Deed Book 190, Page 388, records of the Perry County Clerk's Office. Being the same property pursuant to the Affidavit of Descent to Diane Fugate from Alamander Fugate, recorded in the office of the Perry County Clerk.

Tract 2

Lying and being in the State of Kentucky and County of Perry on Pigeon Roost Creek on Shingle Pen Fork. Being a tributary of the North Fork of the Kentucky River and bounded as follows:

BEGINNING at or near a 72" forked sycamore tree beside Shinglepen Branch; thence N 78° 54' 03" W, 32.70'; thence N 51° 25' 56" W, 11.06'; thence N 25° 28' 42" W, 19.83'; thence N 56° 47' 15" W, 30.37'; thence N 82° 07' 38" W, 33.22'; thence N 61° 42' 48" W, 21.94'; thence N 75° 43' 54" W, 48.91'; thence N 68° 18' 20" W, 31.62'; thence N 58° 57' 41" W, 66.90'; thence N 43° 26' 13" W, 21.20'; thence N 20° 38' 40" W, 30.98'; thence N 00° 01' 57" E, 85.61'; N 37° 50' 29" , 56.30'; thence turning right and running in a straight line from computed position 14 to the nail in rock on top the cliff at call #39; thence S 30 ° 50' 55" W, 48.72'; thence S 06° 22' 42" W, 149.84'; thence S 0° 27' 48" W, 52.30'; thence a straight line to the point of Beginning

Being the same property conveyed by deed from Lonnie Duff and Lois Duff to Alamander Fugate, dated the 23rd day of February 2001, in Deed Book 285, Page 790, records of the Perry County Clerk's Office. Being the same property pursuant to the Affidavit of Descent to Diane Fugate from Alamander 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 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. In the event Aurora constructs Electrical Line Facilities on the Property, 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

Diana Fugate, Kathleen Napier, and Bryant Campbell

as the Landowners

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

(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 _____, 2022 (the “**Effective Date**”) by and between **Diana Fugate, Kathleen Napier, and Bryant Campbell** (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 and 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:

Geraldine Campbell Heirs
100 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]

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

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

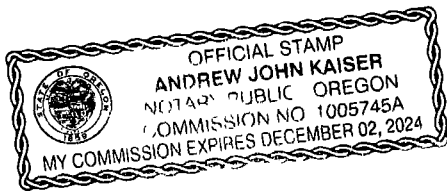
By: *Carrie Tracy*
Printed Name: **Carrie Tracy**
Title: Authorized Representative

LEGAL
WWS

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 October 28th, 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

Tract 1

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

Beginning at a large rock on the creek bank, thence up the hill with the Joel Campbell line to the top of the hill, thence around the top of the hill with Jim Campbell's line to Charlie DeHart's line, thence with Charlie DeHart's line, and with the fence to the creek to a rock marked X thence across the creek and up the hill with marked timber to Brown L. Campbell's line to the creek thence with the creek back to the beginning. Containing 75 acres more or less.

Being the same property conveyed by deed from John McIntosh and Ivory McIntosh to Harrison Campbell, Jr. and Geraldine Campbell, dated the 29th day of April, 1971, in Deed Book 146, Page 473, records of the Perry County Clerk's Office. Being the same property pursuant to the Affidavit of Descent to Diane Fugate, Kathleen Napier, and Bryant Campbell from Geraldine Campbell, recorded in the office of the Perry County Clerk.

Tract 2

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

Beginning at a spruce pine tree at the creek; thence with the creek as it meanders in a southern direction to the creek crossing; thence north with the county road and with the right of way of the same to Curt Campbell's line; thence turning to the right and running with the Curt Campbell line back to the spruce pine tree at the point of the beginning, and containing two (2) acres, more or less and the above property is known as the grass lot.

Being the same property conveyed by deed from John McIntosh and Ivory McIntosh to Geraldine Campbell, dated the 13th day of March, 1982, in Deed Book 190, Page 228, records of the Perry County Clerk's Office. Being the same property pursuant to the Affidavit of Descent to Diane Fugate, Kathleen Napier, and Bryant Campbell from Geraldine Campbell, recorded in the office of the Perry County Clerk.

Tract 3

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

Beginning at a large rock on the creek bank, thence up the hill with the Jack Campbell line to the top of the hill, thence around the top of the hill with Jim Campbell's line to Charlie DeHart's line, thence with Charlie DeHart's line, and with the fence to the creek to a rock marked X thence across

the creek and up the hill with marked timber to Brown L. Campbell's line to the creek thence with the creek back to the beginning. Containing 75 acres more or less.

Being the same property conveyed by deed from Harrison Campbell and Rose Campbell to Geraldine Campbell, dated the 24th day of March, 1982, in Deed Book 190, Page 390, records of the Perry County Clerk's Office. Being the same property pursuant to the Affidavit of Descent to Diane Fugate, Kathleen Napier, and Bryant Campbell from Geraldine Campbell, 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 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 (\$18,000.00) 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 720 feet. Within sixty (60) days following the Effective Date of this Agreement, Aurora will pay to Landowner the sum of Nine Thousand Dollars (\$9,000) towards the Overhead Collector System and Communications Lines Payment. Within ninety (90) days following commencement of construction on 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.

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

(Space above for Recorder's use only)

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

by and between

Abbigail Griffith, unmarried, and Camden Baker, unmarried

as the Landowners

and

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

Dated March 24th, 2023

**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 _____, 2023 (the “**Effective Date**”) by and between **Abbigail Griffith**, unmarried, and **Camden Baker**, unmarried (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. 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 seventy (70) 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:

Abbigail Griffith
Camden Baker
117 Happy Valley Lane
Hazard, KY 41701

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: Abbigail Griffith
Abbigail Griffith, unmarried

STATE OF Kentucky §
COUNTY OF PERRY §

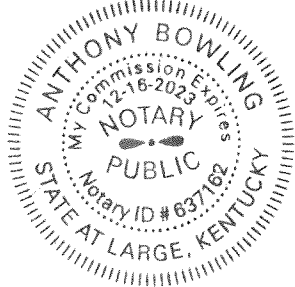
I ANTHONY BOWLING Notary Public, certify that Abbigail Griffith personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 22 day of FEBRUARY, 2023.

(AFFIX NOTARY SEAL OR STAMP)

Anthony Bowling
Notary Public
My Commission Expires: 12-16-2023

Notary ID: 637162



By: Camden Baker
Camden Baker, unmarried

STATE OF KY §
COUNTY OF PERRY §

I ANTHONY BOWLING Notary Public, certify that Camden Baker 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 22 day of FEBRUARY, 2023.

(AFFIX NOTARY SEAL OR STAMP)

Anthony Bowling
Notary Public
My Commission Expires: 12-16-2023

Notary ID: 637162

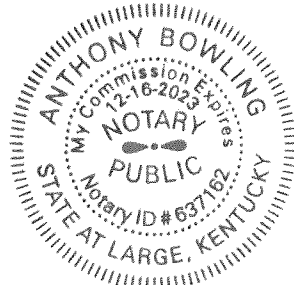


EXHIBIT A

Description of the Property

That certain real property lying and being in Perry County, Kentucky and more particularly described as follows.

A certain tract of land lying and being on Pigeon Roost Creek, a tributary of the North Fork of the Kentucky River and bounded and described as follows:

Beginning at the branch at a small beech and rock marked "X"; thence up the hill with the fence to a marked black walnut; thence with a wire to a rock marked "X"; thence up the point to the top of knob at a rock marked "X"; thence up the middle of point to a pine tree and rock marked "X" at the center of ridge to App Campbell's line; thence down the middle of ridge to a marked pine, corner tree to line of Effie Watkins; thence a straight line down the point to a rock marked "X" to the creek; thence up the creek to the beginning, containing 25 acres, more or less.

Deed Reference: Book 425, Page 736

**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

Joyce Henson and Shawn White

as the Landowner

and

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

Dated May 5th, 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 _____, 2023 (the "Effective Date") by and between **Joyce Henson**, a single person ("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:

Joyce Henson & ~~Michael~~ White
P.O. Box 47
~~Bonnyman, KY 41719~~
P.O. Box 25
BONNYMAN, KY 41719
DC
CSW

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: Joyce Henson
Joyce Henson

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF Perry §

I David Wayne Baker, Notary Public, certify that Joyce Henson 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 31 day of March, 2023.

(AFFIX NOTARY SEAL OR STAMP)

David Wayne Baker
Notary Public
My Commission Expires: May 25, 2025

Notary ID: KYNP30318

Acknowledgement and Consent

I, Shawn White, execute this Agreement for the purpose of acknowledging my consent to, and joinder in, this Agreement, to the extent I may have an interest in the real property that is the subject of this Agreement.

By: Shawn White
Shawn White

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF Perry §

I David Wayne Baker, Notary Public, certify that Shawn 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 31 day of March, 2023.

(AFFIX NOTARY SEAL OR STAMP)

David Wayne Baker
Notary Public
My Commission Expires: May 25, 2025

Notary ID: KYNP30318



EXHIBIT A

Description of the Property

Lying and being on First Creek of the North Fork of the Kentucky River n Perry County, Kentucky, and more particularly described as follows:

BEGINNING at iron pipe on Louisville and Nashville Railroad right-of-way and between Lot #610 and #611 Liberty Village map; thence up the hill S 49 degrees 18 E, 126-60 to iron pipe on hill; thence around the hill South 38 degrees 36 degrees 36 Will 70 to iron pipe; thence down the hill N 49 degrees 18-W 130-70 to iron pipe on Louisville and Nashville right-of-way; thence up the creek along Louisville and Nashville right-of-way N 40 degrees, 42E, 111-70 to the Beginning, containing .33 acres, being a part of the E.C. and Sarah Combs tract.

Being the same property conveyed to Alfred and Imajean Campbell by a deed from Joyce and Hargis Henson, dated July 1, 1999, and of record in Deed Book 275, Page 639, records of the Perry County Clerk's office.

Being the same land conveyed by Imajean Campbell to James and Debra Reed by deed dated 2nd of June, 2015 and recorded in Deed Book No. 383 page 111 records of the Perry County Court Clerk's Office.

Being the same land conveyed by James Reed and Debra Reed, husband and wife, to Joyce Henson by deed dated April 23, 2019, of record in Deed Book 403, Page 596, 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

Gennelee Herald and Ishmeal Craig Herald

as the Landowner

and

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

Dated June 26th, 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 June 26th, 2023 (the “**Effective Date**”) by and between **Gennelee Herald** and **Ishmeal Craig Herald** (collectively, the “**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:

Gennelee Herald
Ishmeal Craig Herald
P.O. Box 52
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.

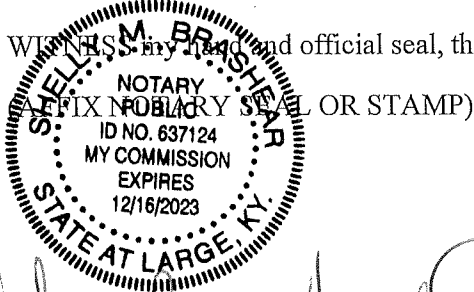
"LANDOWNER"

By: Gennelee Herald
Gennelee Herald

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF Perry §

I Shelly M. Brashear, Notary Public, certify that Gennelee Herald 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 20 day of May, 2023.



Shelly M. Brashear
Notary Public
My Commission Expires: 12/16/2023
Notary ID: 637124

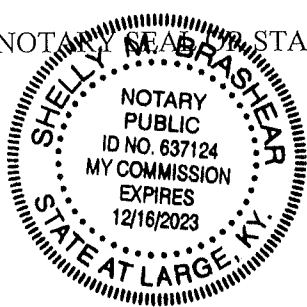
By: Ishmeal Craig Herald
Ishmeal Craig Herald

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF Perry §

I Shelly M. Brashear, Notary Public, certify that Ishmeal Craig Herald 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 20 day of May, 2023.

(AFFIX NOTARY SEAL OR STAMP)



Shelly M. Brashear
Notary Public
My Commission Expires: 12/16/2023
Notary ID: 637124

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

"AURORA"

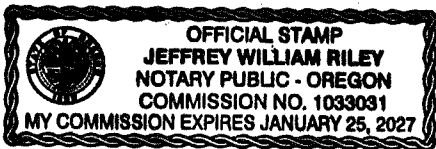
Aurora Solar LLC,
an Oregon limited liability company

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

By: [Signature]
Printed Name: **Heather Pingree**
Title: **Authorized Representative**

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me June 26th, 2023, by Sara Parsons and Heather Pingree, 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:

BEGINNING on a survey stake in edge of the Louisville and Nashville Railroad right of way on survey point No. 6.2 as shown by plat of Mary Clemons property on file under Folio number _____ Perry County Clerk's Office, thence N 30 57 50 E 151.60 feet; thence N 28 10 43 E 63.53 feet to a stake opposite the Louisville and Nashville Railroad milepost Number 239; thence N 32 12 48 E 204.47 feet; thence N 35 54 35 E 47 feet to a stake; thence S 18 42 09 E 809.26 feet to a set plastake near a cemetery; thence S 83 02 34 W 84.47 feet; thence S 65 57 56 W 25.96 feet; thence S 53 00 39 W 32.97 feet; thence S 30 02 37 W 35.28 feet; thence S 53 17 27 W 112.44 feet to a 14" maple with pin in root; thence N 27 19 14 W 571.63 feet to point of BEGINNING, containing 5.08 acres, and being Tract No.2 as shown on plat of Mary Clemons property.

Being the same land conveyed by Earl Cecil Herald, to Gennelee Herald and Ishmeal Craig Herald by deed dated August 23, 1985, of record in Deed Book 204, Page 702, 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

Bradley F. Hoskins and Vickie Hoskins, husband and wife

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 17th, 2023 (the "Effective Date") by and between **Bradley F. Hoskins and Vickie Hoskins**, 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. 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:

Bradley & Vickie Hoskins
P.O. Box 175
247 Typo 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.

[Signature and acknowledgment pages follow]

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

"LANDOWNER"

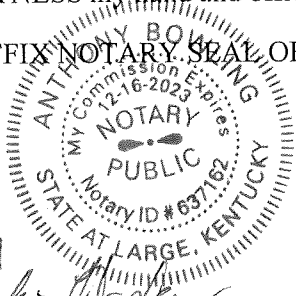
By: Bradley F. Hoskins
Bradley F. Hoskins

COMMONWEALTH OF KENTUCKY §
COUNTY OF PERRY §

I ANTHONY BOWLING, Notary Public, certify that Bradley F. Hoskins 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

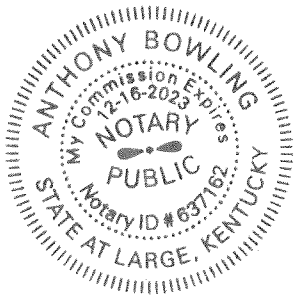
By: Vickie Hoskins
Vickie Hoskins

COMMONWEALTH OF KENTUCKY §
COUNTY OF PERRY §

I ANTHONY BOWLING, Notary Public, certify that Vickie. Hoskins 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

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

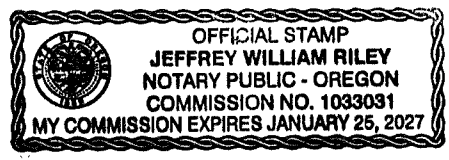
"AURORA"
Aurora Solar LLC,
an Oregon limited liability company

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 on April 17th, 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 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:

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 bounded and described as follows:

It is the intent of the parties hereto to convey all land lying on the southwest side of the creek which is bounded within the following described property.

BEGINNING where oak stump stood on ridge between lower Wolf Pen and Nighway Branch being a corner to the Julia Engle tract; thence down the ridge
S 52 28 E 75.03 feet to a stake; S 37 39 E 96.01 feet to a stake;
S 64 06 E 150.17 feet to a stake; S 2644 E 98.95 feet to a stake;
S 70 15 E 148.00 feet to a stake; S 40 36 E 268.10 feet to a stake;
S 25 41 E 128.02 feet to a stake; S 23 21 E 221.65 feet to a stake;
S 3934 E 132.82 feet to a stake on line with the Liberty Mine Spur Tract; thence
S 4043 W 218.06 to iron pipe in the center of Nighway Branch; thence down
Nighway Branch
S 56 03 E 141.96 feet to iron pipe side of Typo Road; thence down north side of
Highway
S 26 29 W 76.35 feet to iron pipe in center of approach road; thence up center of
approach road
N 58 53 W 117.20 feet to an iron pipe center of approach road between lots 634
and 636 Liberty Village; thence

2007 JAN 19 PM 1:29

S 29 58 W 14.78 feet to a stake in approach road a corner to Lots No. 634,636 and
637
Liberty Village. Thence between Lots 636 and 637
N 62 39 W 144.46 to a Walnut stump by fence; thence
S 20 38 W 178.32 feet to hub near water tank a corner to Lot 637 Liberty Village;
thence up the point
N 73 50 W 218.50 feet to a stake on top of point: thence up the point
S 83 22 W 192.49 feet to a stake by Beech and Elm; thence
S 88 37 W 259.04 to a stake; thence
N 77 48 W. 87.55 feet to "X" on rock top of ridge between Nighway Branch and Bee
Branch; thence up the ridge
N 43 42 W 273.25 to "X" on rock on ridge; thence
N 39 09 W 106.62 feet to tack in dogwood root; thence
N 31 52 W. 85.88 to iron pipe a corner to the Julia Engle tract on ridge between
Nighway Branch and Bee Branch; thence down hill on Julia Engle line
N 32 00 E 548.62 to a stake on line A.E. Myers' lifetime lease; thence down the
branch by Myers' house
S 71 31 E 175.80 feet to iron pipe near road; thence across branch
N 18 29 E 106.82 to a stake on hill; thence up the branch
N 68 46 W 149.44 feet to tack in dogwood stump on Julia Engle line; thence with
Julia Engle line
N 32 00 E 408.44 to the BEGINNING, containing 25.19 acres more or less, being a
part of the Sarah and E. C. Combs tract.

The following conveyances of land are excepted from the above description hereinabove:

Arthur McIntosh and Dora McIntosh to Ardell Champion dated September 20, 1968 and recorded in Deed Book 139, Page 367, records of the Perry County Clerk's Office.

Arthur McIntosh and Dora McIntosh to John Fugate and Mary Fugate dated November 14, 1974 and recorded in Deed Book 159, Page 559, records of the Perry County Clerk's Office.

Arthur McIntosh and Dora McIntosh to Kentucky Power Company dated May 13, 1969 and recorded in Deed Book 141, Page 35, records of the Perry County Clerk's Office.

Being the same property conveyed to ARTHUR MCINTOSH by a deed from BLUE DIAMOND COAL COMPANY, dated September 9, 1959, and of record in Deed Book 119, Page 185,

records of the Perry County Clerk's Office. Also see Affidavit of Descent of Arthur McIntosh of record in Deed Book 169, Page 319, records of the Perry County Clerk's Office. See also, Affidavit of Descent of Dora McIntosh, of record in Deed Book 327, Page 601, records of the Perry County Clerk's Office. See also, Affidavit of Descent of Eldon W. McIntosh, of record in Deed Book 327, Page 599, records of the Perry County Clerk's Office. Being a portion of the same property conveyed from Elmer McIntosh, et al, to Jean E. Hoskins by Deed dated April 1, 2003, recorded in Deed Book 299, Page 116, records of the Perry County Clerk's Office. Also, being a portion of the same property conveyed from David W. McIntosh to Jean E. Hoskins by Deed dated April 1, 2003, recorded in Deed Book 299, Page 131, records of the Perry County Clerk's Office.

Being the same land conveyed by Jean Hoskins to Bradley F. Hoskins and Vickie Hoskins, husband and wife, by deed dated January 17, 2007, of record in Deed Book 328, Page 555, 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

Raymond Hurt and Stella Hurt

as the Landowners

and

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

Dated September 27, 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

(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 September 27, 2022 (the "Effective Date") by and between **Raymond Hurt and Stella Hurt** ("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 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:

Raymond and Stella Hurt
281 Oak Point Lane
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", Raymond Hurt

By: Raymond Hurt
Printed Name: Raymond Hurt

STATE OF Ky §
 §
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 August, 2022

(AFFIX NOTARY SEAL OR STAMP)

Notary ID KYNP32P57

[Signature]
Notary Public
My Commission Expires 7.9.25

"LANDOWNER", Stella Hurt

By: Stella Hurt
Printed Name: Stella Hurt

STATE OF Ky §
 §
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 August, 2022

(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

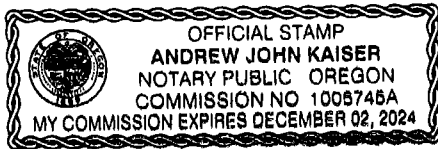
By *Carrie Tracy*
Printed Name: **Carrie Tracy**
Title: **Authorized Representative**

LEGAL
[Signature]

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 September 27, 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 a steel stake at the right hand hollow of Flat Gap Branch, thence with the right hand hollow as it runs to the lower side of field, thence a straight line through the center of the field to the top of the hill, thence down the ridge to the first point; thence a straight line back to the point of BEGINNING, containing eight (8) acres more or less.

Being the same property conveyed by deed from Mary Hurt, Merrill Jean Grigsby, and Denny Hurt to Raymond Hurt and Stella Hurt, dated the 25th day of March, 2003, in Deed Book 298, Page 745, 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 at the time of Landowner's execution 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 The Easement on the Property is estimated to be 800 linear feet in length, pending survey. Aurora shall split the Easement payment in two. Aurora shall first pay Landowner a one-time payment equal to 50% of the Easement valuation as described below at the time of Landowner's execution of this Agreement. At an estimated 800 linear feet, this first payment will be Nine Thousand Dollars (\$9,000.00). Aurora shall secondly pay Landowner a one-time payment equal to the difference of the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property, according to the surveyed distance, less the Nine Thousand Dollars (\$9,000 00) previously paid within ninety (90) days after commencing construction:
 - 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

Elizabeth Gonzalez
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. Bengtson-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

TRACIE JONES,
as the grantor

and

AURORA SOLAR LLC,
as the grantee

Dated February 25th, 2022

**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 February 25th, 2021 (the “**Effective Date**”) by and between **Tracie Jones** (“**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 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 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. Aurora will notify Landowner within ninety (90) days after any assignment or transfer of this Agreement to a subsidiary or other operating entity. Aurora will provide the name, address, contact person or department, and phone number of the assignee or transferee in such notice. Failure to give such notice will not constitute a default under this Agreement but rather shall only have the effect of not binding Landowner with respect to such assignment or transfer until such notice shall have been given. This Agreement will be binding upon the assignee or transferee.

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:

Tracie Jones
P. O. Box 59
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, 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

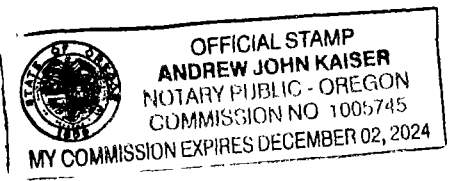
LEGAL
KLP

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

By: [Signature]
Printed Name: **KANIE DANIEL**
Title: Authorized Representative

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me March 10th, 2022, by Sara Parsons 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
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:

Beginning at the county road at a small drain; thence a straight line to a cross fence and hickory tree; thence down the hill as the fence runs to a dogwood tree; thence around the hill to a rock marked X; thence down the hill to a county road; thence up the county road to the beginning, containing five acres more or less.

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

Beginning at the county road at a small drain at Woodson Feltner's line; thence up the county road to a hickory marked; hence a straight line up the hill to a rock marked X; thence a straight line around the hill down the creek to a dogwood and Woodson Feltner's line; thence down the hill with said Woodson Feltner's line to the county road and the beginning, containing one acre more or less.

Being the same property conveyed to **Rachel Ritchie Jones** by **Cyprus Southern Realty Corporation** by deed dated March 3rd, 1989 and recorded in the office of the Perry County Clerk at Deed Book 220 page 182. Being the same property pursuant to the Affidavit of Descent to Tracie Jones from Rachel Ritchie Jones, 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 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.

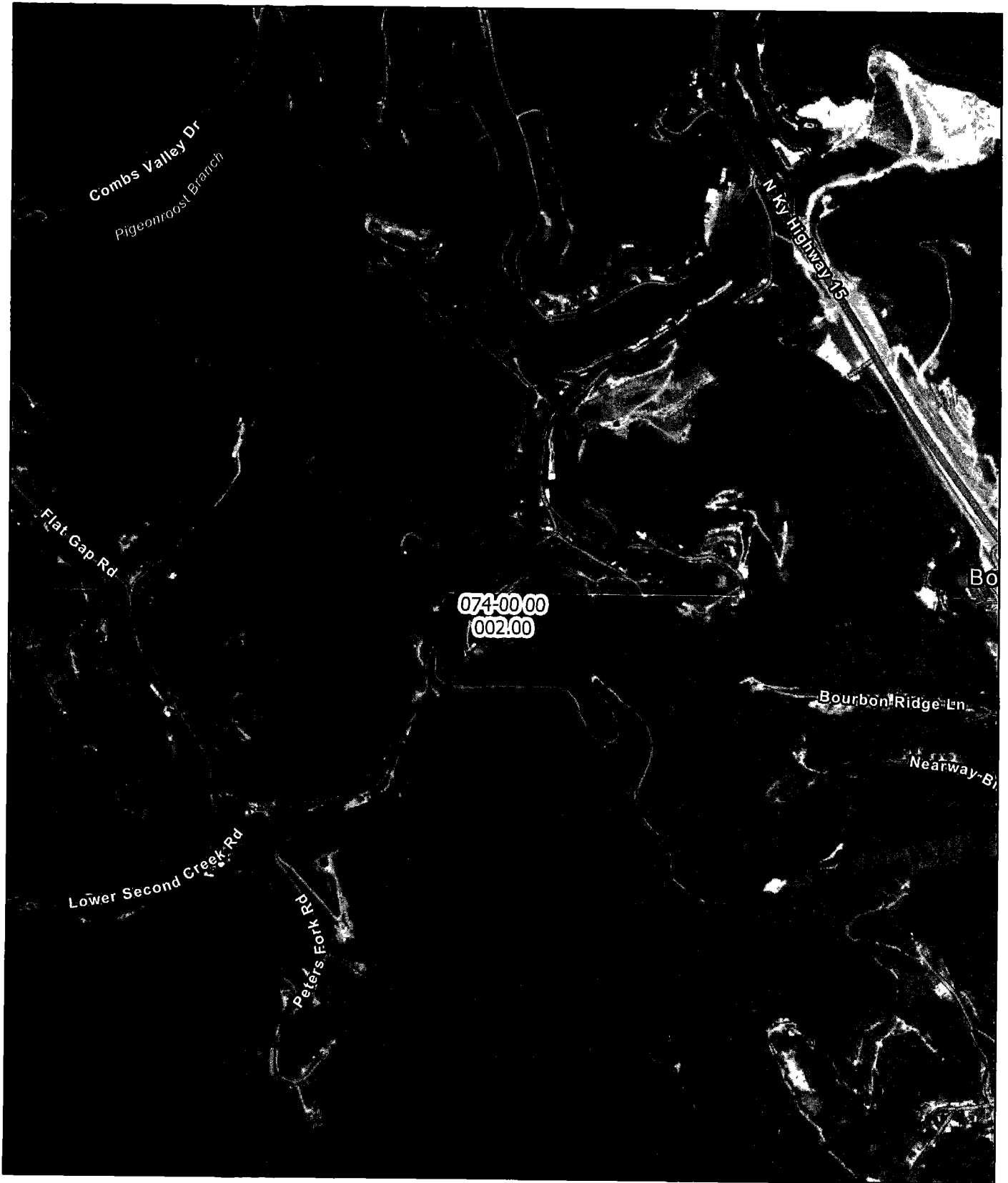
1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, \$500.00. Landowner's 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.



 Parcel Boundary




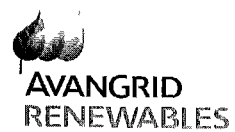
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Exhibit B
 Tracie Jones
 Bright Mountain Solar





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 16th, 2021 (the “**Effective Date**”) by and between **Kentucky Mountain Partnership** (“**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 [REDACTED] 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:

Kentucky Mountain Partnership
847 Kentucky Hwy 28
Hazard, KY 41701

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]

EXHIBIT A

Description of the Property

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

Tract 1: Lot # 12 Beginning at the beginning corner of Lot # 1 in the center of the County Road; thence running 400 feet in a western direction along the County Road; thence running 700 feet in a northwestern direction to the mine road; thence running 180 feet to the perimeter of Southern Campbell Farm; thence running in a southeast direction with meander of Sherman Cambell Farm description to the point of beginning, containing 7.1 acres, more or less.

Being the same property conveyed to **Kentucky Mountain Partnership** by **Lea Sparks** by deed dated November 13th, 2007 and recorded in the office of the Perry County Clerk at Deed Book 335 page 143.

Tract 2: Beginning on Pigeon Roost Creek, corner to Walter Eversole, near a black walnut; thence up the hill with the line of Walter Eversole's and a wire fence to the top of the ridge, thence up and with the ridge to a large water oak, on top of the knob, marked; thence a straight line down the hill to a locust post at the upper corner of the yard fence above the house to Pigeon roost; thence down the creek as it meanders to the beginning, containing thirty-five acres more or less.

Excepting there from a plot of land measuring 100 x100 on which is located a dwelling house, conveyed by first partied herein to VERSIE DIXON and husband, JOHN DIXON.

Being the same property conveyed to **Kentucky Mountain Partnership** by **Harry Francis Jr., and his wife, Betty Francis** by deed dated January 7th, 2008 and recorded in the office of the Perry County Clerk at Deed Book 336 page 112.

Tract 3: All the property described in Deed Book 174, Page 640, records of the Perry County Clerk's Office, except for the cemetery on this property which shall be encompassed by a boundary beginning at the edge of the road; thence running with the road 300 feet; thence turning and running up the hill 100 feet; thence turning at a right angle and running in a straight line for 300 feet; thence turning at a right angle and running 100 feet back to the point of beginning. Being the same property conveyed to **Kentucky Mountain Partnership** by **Donald Campbell and Josephine Campbell, his wife, Terry Glenn Campbell and Christina Hamlet, his wife, and Evangeline Rhodes and Thomas Rhodes, her husband** by deed dated March 12th, 2003 and recorded in the office of the Perry County Clerk at Deed Book 298 page 560.

STATE OF KENTUCKY

COUNTY OF PERRY

I, WAYNE NAPIER, CLERK OF THE STATE AND COUNTY AFORESAID DO CERTIFY
THAT THE FOREGOING INSTRUMENT WAS LODGED FOR RECORD IN MY OFFICE
AND THE FOREGOING CERTIFICATE HAS BEEN RECORDED

IN Deed BOOK NO. 418 PAGE 22.

WITNESS BY MY HAND THIS 29 DAY OF September 2021

WAYNE NAPIER PERRY COUNTY CLERK

BY Donny Bates D.C.

**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 7th, 2021 (the “**Effective Date**”) by and between **Alisha B. Lewis** (“**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:

Alisha B. Lewis
303 Lower Pigeonroost Road
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

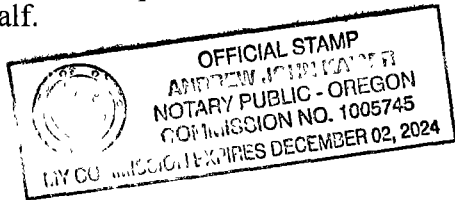


By: [Signature]
Printed Name: **Sara Parsons**
Title: **Authorized Representative**

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

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

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

KENTUCKY RIVER PROPERTIES LLC

KENTUCKY MOUNTAIN PARTNERSHIP

BACK EVERETT AND PEARLIE HEIRS COMBS COU

KENTUCKY RIVER PROPERTIES LLC

CHALK CHARLES & KATHLEEN

COMBS ANGIE

KENTUCKY MOUNTAIN PARTNERSHIP, INC

BACK EVERETT AND PEAR

WALKER MICHAEL & DIANA HOLLAN

COLWELL CRYSTAL

COMBS A

WALKER MICHAEL & DIANA HOLLAN

KENTUCKY MOUNTAIN PARTNERSHIP, INC

SPENCER LAU

KENTUCKY MOUNTAIN PARTNERSHIP, INC

CAMPBELL SHERMAN-ES

KENTUCKY MOUNTAIN PARTNERSHIP, INC

KENTUCKY MOUNTAIN PARTNERSHIP, INC

COUCH GLADYS

KENTUCKY MOUNTAIN PARTNERSHIP INC

CAMPBELL SHERMAN-ESTATE

NEACE ESTILL ALLEN & DEBORAH

KENTUCKY MOUNTAIN PARTNERSHIP

COOK JONATHAN &

HADDIX SHAFTER

DUFF LOIS

KENTUCKY MOUNTAIN PARTNERSHIP INC

SPENCER JIMMY LOU & CHARLENE

KENTUCKY MOUNTAIN PARTNERSHIP INC

COUCH DENVER AND MELISSA

LEWIS ALISHA B

SOUTHWOOD JIMMIE & CINDY

SPENCER JAMES LOU &

COUCH DENVER AND MELISSA

KENTUCKY MOUNTAIN PARTNERSHIP

HADDIX SHAFTER

PENTECOSTALS OF MANCHESTER CAMPBELL CLAUDE

PENTECOSTALS OF MANCHESTER

DUFF LOIS

MESS PHILLIP

PERKINS STEPHEN NEIL & SHIRLYN

DEATON SAMUEL

NEACE ESTILL ALLEN & DEBORAH RENEE

NAPIER LEONARD

VANHOOSE JAMES & PAULA

NEACE ESTILL ALLEN & DEBORAH RENEE

NAPIER SAM & TONDA

CAMPBELL GERALDINE

FUGATE DIANE C & ALAMANDER

FUGATE DIANE C & ALAMANDER

HADDIX SHAFTER & MORGAN COMBS

WILLIAMS JAMES J

DEATON RON

COMBS R B

MOORE OPAL

KENTUCKY MOUNTAIN PARTNERSHIP INC

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:

Beginning at a stake in a point common to the County Road; thence running up stream with the road right of way distance of 375' to a stake; thence turning left and running 30' to a point; thence turning left and running parallel with county road a distance of 50' to a stake; thence turning right and running up the hill to an approximate 30' to a marked poplar approximately 16" in diameter; thence turning left and running around the hill approximately 175' to a marked poplar; thence running left and running down the hill approximately 110' to a base of the hill and being up stream approximately 20' above marked 20" poplar; thence continuing across the bottom approximately 100' to the point of beginning. Containing 1 acre more or less

This Conveyance includes the Clayton Mobile Home KY title # 101930970023 which is attached to this property and which has been converted to real estate.

Being the same property conveyed to **Alisha B. Lewis** by **Eric Lewis** by deed dated May 22nd, 2020 and recorded in the office of the Perry County Clerk at Deed Book 409 page 424.

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.

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

Steven J. Misner and Maria R. Misner, husband and wife

as the Landowners

and

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

Dated January 4th, 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

(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 January 4th, 2022 (the "**Effective Date**") by and between **Steven J. Misner and Maria R. Misner**, husband and wife ("**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.