

**Bright Mountain Solar Project**  
**October 19, 2023 Data Request**  
Case No. 2022-00274



**Attachment A – Copies of Land  
agreements for the Generation  
Facility**

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
(KMP to Aurora Solar)**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”), dated as of June 21<sup>st</sup>, 2022 (“Effective Date”), by and between **Kentucky Mountain Partnership, Inc.**, a Kentucky corporation (“Assignor”), whose address is 847 KY Hwy 28, Hazard, Kentucky 41701, and **Aurora Solar LLC**, an Oregon limited liability company (“Assignee”), whose address is 1125 NW Couch St., Suite 700, Portland, Oregon 97209, each a “Party” and together “the Parties.”

**RECITALS**

A. Assignor is party to that certain agreement listed on Exhibit A (the “Lease”) encumbering certain real property in Perry County, Kentucky pursuant to which Assignor has certain rights and obligations for the purposes of developing, constructing, owning and operating a solar energy project (as more particularly defined in the Lease) on such real property.

B. Subject to the limitations set forth in this Agreement, Assignor desires to assign all of its right, title and interest in, to and under the Lease to Assignee, including all of Assignor’s right, title and interest in and to any and all improvements, fixtures, equipment, facilities and betterments thereon (collectively, “Improvements”), whether or not such interest is evidenced in writing or of record, and Assignee desires to assume and acquire all of Assignor’s right, title and interest in and to the Lease and Improvements.

C. The Parties are executing and recording this Agreement to provide public and constructive notice of (i) the assignment and conveyance by Assignor to Assignee of the Lease, and (ii) the assumption by Assignee of the Assignor’s obligations under the Lease.

**AGREEMENT**

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby transfers, assigns, conveys and delivers to Assignee, its successors and assigns, as of the Effective Date, all of Assignor’s right, title and interest in, to and under the Lease with respect to the real property legally described under each Lease in Exhibit A (“Property”), including all of Assignor’s right, title and interest in and to all Improvements. Assignor covenants and agrees it shall take all further actions and execute and deliver any further documents, and cause such documents to be filed with the appropriate agencies (and where appropriate recorded), if necessary, as Assignee deems reasonably necessary to perfect Assignee’s title in and to and possession of the Lease with respect to the Property and Improvements, and to implement the terms of this Agreement.

2. Assumption. Assignee hereby accepts the foregoing assignment and Assignee hereby covenants and agrees that, on and after the Effective Date, Assignee will assume, observe,

perform, fulfill and be bound by all terms, covenants, conditions and obligations of Assignor under the Lease with respect to the Property.

3. Lease As used herein, “Lease” includes all of Assignor’s right, title and interest in, to and under any and all subordination, non-disturbance and/or attornment agreements relating to the Lease and fully executed as of the Effective Date hereof, including, but not limited to those listed on Exhibit A hereof.

4. Successors and Assigns This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

5. Severability. Each provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

6. Governing Law This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

8. Amendments. This Agreement may not be amended or modified except by a writing signed on behalf of each of the Parties.

9. Representations and Warranties. Assignor represents and warrants to Assignee that (a) it is duly organized, validly existing and in good standing under the jurisdiction of its organization, with all requisite power and authority to enter into this Agreement and perform its obligations hereunder, (b) it has duly authorized, executed and delivered this Agreement, (c) this Agreement constitutes the valid and binding obligation of Assignor, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the enforcement of creditors’ rights generally, and (d) the execution, delivery and performance of this Agreement by Assignor will not (i) contravene or violate any provision of its organizational documents, (ii) conflict with or result in a violation, default or breach of any material agreement or instrument to which it is a party or is otherwise bound or any applicable law, rule, regulation, ordinance, order, judgment, or decree, or (iii) require the consent or approval of any governmental entity.

**(SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW)**

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as of the Effective Date.

ASSIGNEE:

**Aurora Solar LLC,**  
an Oregon limited liability company

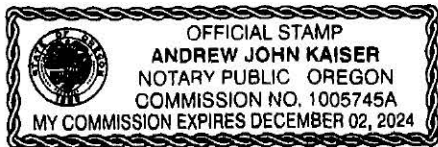
By: *Carrie Tracy*  
Name: **Carrie Tracy**  
Title: **Authorized Representative**

LEGAL  
IN

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

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF MULTNOMAH        )

The foregoing instrument was acknowledged before me this 21 day of June, 2022 by Carrie Tracy and Stephanie La Pier, as Authorized Representatives on behalf of Aurora Solar LLC, an Oregon limited liability company



Notary signature: *Andrew John Kaiser*  
Printed Name: Andrew John Kaiser  
Notary Public for the State of Oregon  
My commission expires: December 02, 2024  
Commission No.: 1005745A

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as of the Effective Date.

ASSIGNEE: <sup>A.K</sup> 6/21/2022  
ASSIGNOR

Kentucky Mountain Partnership, Inc.,  
a Kentucky corporation

By: Winfred C. Smith  
Name: Winfred C. Smith  
Title: President

COMMONWEALTH OF KENTUCKY )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January, 2022 by Winfred C Smith, as President on behalf of Kentucky Mountain Partnership, Inc., a Kentucky corporation.

Notary signature: [Signature]  
Printed Name. Justin Noble  
Notary Public for Commonwealth of Kentucky  
My commission expires: July 3, 2025  
Commission No. KY2032857

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
(KMP to Aurora Solar)**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”), dated as of June 21, 2022 (“Effective Date”), by and between **Kentucky Mountain Partnership, Inc.**, a Kentucky corporation (“Assignor”), whose address is 847 KY Hwy 28, Hazard, Kentucky 41701, and **Aurora Solar LLC**, an Oregon limited liability company (“Assignee”), whose address is 1125 NW Couch St., Suite 700, Portland, Oregon 97209, each a “Party” and together “the Parties.”

**RECITALS**

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B. Subject to the limitations set forth in this Agreement, Assignor desires to assign all of its right, title and interest in, to and under the Lease to Assignee, including all of Assignor’s right, title and interest in and to any and all improvements, fixtures, equipment, facilities and betterments thereon (collectively, “Improvements”), whether or not such interest is evidenced in writing or of record, and Assignee desires to assume and acquire all of Assignor’s right, title and interest in and to the Lease and Improvements.

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2. Assumption. Assignee hereby accepts the foregoing assignment and Assignee hereby covenants and agrees that, on and after the Effective Date, Assignee will assume, observe,

perform, fulfill and be bound by all terms, covenants, conditions and obligations of Assignor under the Lease with respect to the Property.

3. Lease. As used herein, “Lease” includes all of Assignor’s right, title and interest in, to and under any and all subordination, non-disturbance and/or attornment agreements relating to the Lease and fully executed as of the Effective Date hereof, including, but not limited to those listed on Exhibit A hereof.

4. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

5. Severability. Each provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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9. Representations and Warranties. Assignor represents and warrants to Assignee that (a) it is duly organized, validly existing and in good standing under the jurisdiction of its organization, with all requisite power and authority to enter into this Agreement and perform its obligations hereunder, (b) it has duly authorized, executed and delivered this Agreement, (c) this Agreement constitutes the valid and binding obligation of Assignor, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the enforcement of creditors’ rights generally, and (d) the execution, delivery and performance of this Agreement by Assignor will not (i) contravene or violate any provision of its organizational documents, (ii) conflict with or result in a violation, default or breach of any material agreement or instrument to which it is a party or is otherwise bound or any applicable law, rule, regulation, ordinance, order, judgment, or decree, or (iii) require the consent or approval of any governmental entity.

**(SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW)**

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as of the Effective Date.

ASSIGNEE:

Aurora Solar LLC,  
an Oregon limited liability company

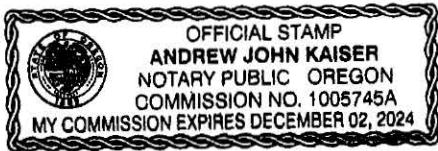
By: *Carrie Tracy*  
Name: **Carrie Tracy**  
Title: Authorized Representative

LEGAL  
7/2

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

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF MULTNOMAH        )

The foregoing instrument was acknowledged before me this 21 day of June, 2022 by Carrie Tracy and Stephanie La Pier, as Authorized Representatives on behalf of Aurora Solar LLC, an Oregon limited liability company.



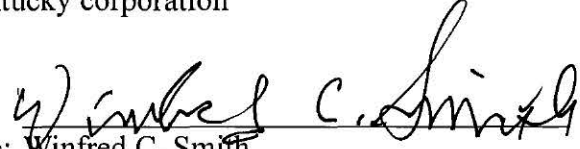
Notary signature: *Andrew John Kaiser*  
Printed Name: Andrew John Kaiser  
Notary Public for the State of Oregon  
My commission expires: December 02, 2024  
Commission No.: 1005745A



IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as of the Effective Date.

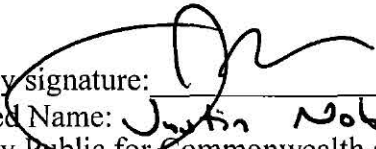
~~ASSIGNEE:~~ A.K.  
ASSIGNOR 6/21/22

**Kentucky Mountain Partnership, Inc.,**  
a Kentucky corporation

By:   
Name: Winfred C. Smith  
Title: President

COMMONWEALTH OF KENTUCKY )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January, 2022 by Winfred C. Smith, as President on behalf of Kentucky Mountain Partnership, Inc., a Kentucky corporation.

Notary signature:   
Printed Name: Justin Noble  
Notary Public for Commonwealth of Kentucky  
My commission expires: July 3, 2025  
Commission No.. KYNP32857

April 19, 2023

Ronald Deaton  
P.O. Box 222  
Chavies, KY 41727

**Re: Letter Agreement for Solar Energy Lease  
21.87 Acres on Fish Trap Branch, Perry County, Kentucky**

Dear Mr. Deaton:

This Letter Agreement for Solar Energy Lease (this "**Letter Agreement**") is signed and made effective as of the date above (the "**Effective Date**"), between Aurora Solar LLC, an Oregon limited liability company, having its offices at 2701 NW Vaughn Street, Suite 300, Portland, OR 97210 ("**Aurora Solar**"), and Ronald Deaton ("**Owner**"). Aurora Solar and Owner each may be referred to in this Letter Agreement as a "**Party**," and jointly as the "**Parties**."

Owner currently owns a 4/5ths interest in that certain real property located in Perry County, Kentucky, described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"). Aurora Solar desires to construct and operate on the Property and on other nearby lands certain facilities for the generation and transmission of solar-generated electrical energy (the "**Project**"). To that end, the Parties desire to enter into an exclusive written solar lease for the Property once Owner has secured 100% of the fee ownership of the Property (the "**Lease Agreement**"). Within sixty (60) days following the date this Letter Agreement is fully executed by both parties, Aurora Solar will pay Owner the one-time sum of [REDACTED] which the Parties agree is valid and sufficient consideration for this Letter Agreement.

**1. OWNER'S OBLIGATIONS REGARDING OWNERSHIP OF PROPERTY.** The Parties acknowledge that, as of the Effective Date, Owner owns a 4/5ths interest in the fee title to the Property. Following the Effective Date Owner shall make all reasonable efforts, at its sole cost and expense, to secure record title to the remaining 1/5<sup>th</sup> fee interest in the Property. Owner's securing the remaining 1/5<sup>th</sup> interest in fee title to the Property shall be done in such manner so that title thereto will be insurable by a major national title insurance underwriter.

**2. EXCLUSIVITY.** Each of Aurora Solar and Owner agrees to negotiate, on an exclusive basis and in good faith, a Lease Agreement based on the terms stated in the Term Sheet attached hereto as Exhibit B and incorporated herein by this reference (the "**Term Sheet**"). The period of these negotiations shall expire thirty (30) days following the date Owner provides to Aurora Solar satisfactory evidence that Owner has secured 100% fee title to the Property (the "**Exclusivity Period**"). In no event shall Aurora Solar be obligated to enter into the Lease Agreement unless Owner has secured, in a manner reasonably acceptable to Aurora Solar, 100% fee title to the Property. Owner agrees that during the Exclusivity Period Owner will not, directly or indirectly (i) solicit or accept any offer from, or submit any proposal to, any person or entity other than Aurora Solar relating to the lease or purchase of all or any portion of the Property; (ii) participate in any negotiations with, or furnish any non-public information to, any person or entity other than

Aurora Solar, or their respective counsel and agents, regarding negotiation of a purchase or lease agreement or an option to purchase or lease the Property; or (iii) enter into any agreement or understanding with any person or entity other than Aurora Solar, whether oral or in writing, regarding the lease or purchase of the Property, without the prior written approval of Aurora Solar.

**3. SETBACK WAIVER.** During the Exclusivity Period, and during the term of any Lease Agreement between the Parties relating to the Property, Owner waives any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirement described in the zoning ordinance of Perry County or in any government entitlement or permit heretofore or hereafter granted to Aurora Solar or its affiliated companies relating to the Project. If requested by Aurora Solar, Owner will, without demanding additional compensation therefore, (a) execute (and if appropriate cause to be acknowledged) any setback waiver, setback elimination or other similar document or instrument reasonably requested by Aurora Solar or Perry County in connection therewith; and (b) return the same thereto within ten (10) days after such request.

**4. EFFECT OF THIS LETTER AGREEMENT.** Provided Owner secures a 100% fee interest in the Property prior thereto, Owner will execute a Lease Agreement based on the Term Sheet on or before the expiration of the Exclusivity Period. The Parties agree that: (a) the lease payment amounts and terms stated in the Term Sheet are not subject to further negotiation in the Lease Agreement between the Parties; (b) Section 6 will survive any termination of this Letter Agreement; and (c) all other language and terms of the Lease Agreement will remain the same as that certain Solar Energy and Energy Storage Option and Lease Agreement between Aurora Solar and Kentucky Mountain Partnership, Inc. dated March 26, 2020.

The obligations of the Parties under the Lease Agreement, if any, shall be contingent upon receipt of all appropriate or necessary management, board(s) of director, third party, and governmental approvals and such other conditions precedent as may be stated in the Lease Agreement.

**5. COSTS.** Each Party will bear its own costs and expenses, including fees of counsel and outside advisors, in connection with the preparation, negotiation and execution of this Letter Agreement, evaluation of the proposed Project, and negotiation, authorization, execution and delivery of any Lease Agreement (whether or not the Lease Agreement is consummated).

**6. CONFIDENTIALITY.** Each Party agrees to not disclose any information pertaining to this Letter Agreement (including the Term Sheet) and the proposed Lease Agreement, directly or indirectly, under any circumstances or by any means, to any third person or third party without the express written consent of the other Party, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of the Party or its employees or agents; (ii) was already known to the Party at the time of disclosure and which the Party is free to use or disclose without breach of any obligation to any person or entity; or (iii) is required to be disclosed by law. Notwithstanding the foregoing, Aurora Solar may disclose such information to its affiliated companies and bona fide potential investors, and each Party may disclose such information to its lenders, attorneys, accountants, and other personal advisors solely for use in connection with their representation of the Party regarding this Letter Agreement or negotiation of a Lease Agreement, on condition that the receiving Party informs each such person who has access to the confidential

information of its confidential nature and that confidentiality terms under this Letter Agreement apply to them.

**7. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY SPECIAL, INDIRECT, NON-COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR BUSINESS INTERRUPTIONS, WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT OR STRICT LIABILITY, BUT EXCLUDING FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OR OTHERWISE, ARISING OUT OF THIS LETTER AGREEMENT.

**8. NO THIRD-PARTY BENEFICIARIES.** This Letter Agreement is intended for the benefit of the Parties hereto and is not intended to and does not confer any benefit on any third party.

**9. CHOICE OF LAW.** This Letter Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflicts of laws principles.

**10. WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF THE PARTIES HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS LETTER OF INTENT AND IN CONNECTION WITH ANY CLAIM, COUNTERCLAIM OR DEFENSE ASSERTED AT ANY TIME BY OR AGAINST A PARTY TO THIS LETTER OF INTENT.

**11. COUNTERPARTS.** This Letter Agreement may be executed in counterparts, whether original or email, each of which will have the effect of and be considered as an original of this Letter Agreement.

**12. ENTIRE AGREEMENT; AMENDMENTS.** This Letter Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces any provisions on the same subject contained in any other agreement between the Parties, whether written or oral, prior to the Effective Date. This Letter Agreement may be amended, modified, or waived only by a writing signed by both Parties.

**13. ASSIGNMENT.** Neither Party may assign this Letter Agreement without the other Party's prior written consent, such consent not to be unreasonably delayed, conditioned, or withheld, except that Aurora Solar has the right to assign this Letter Agreement to its affiliated companies upon notice to the Owner.

**14. TERMINATION.** This Letter Agreement will terminate upon the execution and delivery by the Parties of the Lease Agreement.

Sincerely,

**AURORA SOLAR LLC,**  
an Oregon limited liability company

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

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

**ACCEPTED AND AGREED TO** as of this 19 day of April, 2023, by the undersigned,  
Ronald Deaton.

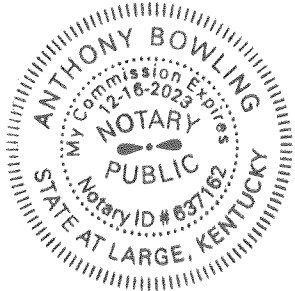
[Signature]  
Ronald Deaton

STATE OF KENTUCKY     §  
  §  
COUNTY OF PERRY       §

The foregoing instrument was acknowledged before me this APRIL 19, 2023  
by Ronald Deaton.

WITNESS my hand and official seal, this the 19<sup>th</sup> day of APRIL, 2023.  
(AFFIX NOTARY SEAL OR STAMP)

[Signature]  
Notary Public  
My Commission Expires: 12-16-2023  
Notary ID: 637162



**EXHIBIT A**  
**GENERAL DESCRIPTION OF PROPERTY**

That certain real property lying and being on Fish Trap Branch, Perry County, Kentucky and described as follows:

BEGINNING at a beech tree on a point at the edge of cliff known as the Cow Cliff; thence following the Cow Cliff around point to a dogwood tree; thence a straight line down the hill to a sycamore tree at the mouth of the hollow know as the Wheatfield Hollow; thence up the hollow running at the edge of the old county road to an oak tree near the road; thence around the hill to a black gum tree; thence a straight line to the top of the hill to a rock marked "X"; thence up the center of the ridge following the M.C. Napier line around the center of ridge as it meanders back to the point of Beginning; said Tract containing 30 acres more or less.

Being the same 4/5 undivided interest in the property conveyed from Wilma J. Bradford, a/k/a Wilma C. Marcoux, single to Pine Branch Coal Sales, Inc., by a General Warranty Deed on the 9<sup>th</sup> day of July, 2012, of record in In Deed Book 365, Page 569, Office of the Perry County Clerk.

Being the same 4/5 undivided interest in the property conveyed to Ronald Deaton from Red Rock Enterprises, Inc., f/k/a Pine Branch Coal Sales, In. by a Quitclaim deed dated June 16, 2022, of record June 20, 2022 in Deed Book 422, Page 767, Office of the Perry County Clerk.

**EXHIBIT B**  
**TERMS FOR SOLAR ENERGY AND ENERGY**  
**STORAGE OPTION AND LEASE AGREEMENT**

<b>Option:</b>	Exclusive lease of the Property (total acreage of ~21.87 acres).
<b>Option Term:</b>	The single option period, commencing on the Effective Date of the Lease, consisting of seven (7) years.
<b>Option Period Payments:</b>	An annual payment to Landowner in the amount of Fifty Dollars [REDACTED] per acre during each year of the Option Period.
<b>Owner's Rights During Option Period:</b>	Until the Option is exercised and the Construction Period commences, Landowner shall have the right to use the Property for agricultural or any other purposes in accordance with applicable law.
<b>Aurora Solar's Rights of Access / Studies:</b>	During the Option Period, Aurora Solar will have the right to access the Property during normal business hours to conduct noninvasive studies, surveys, and other assessments of the Property related to development and operation of a solar energy facility.
<b>Construction Period:</b>	The period commencing at the end of the Option Period and expiring on the earlier of (i) the date that is two (2) years after the end of the Option Period, or (ii) the declaration of commercial operation of the Solar Project.
<b>Construction Period Payments:</b>	[REDACTED] /acre/year
<b>Extended Term Payments:</b>	[REDACTED] acre/year, increased by [REDACTED] per year, with the first such annual increase implemented on the first anniversary of the start of the Extended Term.
<b>Extended Term</b>	30 years
<b>Renewal Term Lease Extensions:</b>	One (1) distinct lease extension term of ten (10) years immediately following the Extended Term exercisable at Aurora Solar's election and sole discretion.

**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

**SHORT FORM OF SOLAR ENERGY AND ENERGY STORAGE  
OPTION AND LEASE AGREEMENT**

by and between

Ron Deaton

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

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

**SHORT FORM OF SOLAR ENERGY AND ENERGY STORAGE  
OPTION AND LEASE AGREEMENT**

This **SHORT FORM OF SOLAR ENERGY AND ENERGY STORAGE OPTION AND LEASE AGREEMENT** (this "Short Form") is made, effective as of April 17th, 2023 ("Effective Date"), by and between **RON DEATON, A MARRIED MAN** (the "Landowner"), and **AURORA SOLAR LLC**, an Oregon limited liability company ("Lessee"), in light of the following facts and circumstances:

Landowner and Lessee entered into that certain Solar Energy and Energy Storage Option and Lease Agreement, of even date herewith (the "**Agreement**"), pursuant to which Landowner has optioned and leased to Lessee the real property of Landowner (the "**Property**") located in Perry County, Kentucky, as more particularly described on Exhibit A attached hereto and hereby incorporated herein as if fully set forth in this Short Form. Landowner and Lessee have executed and acknowledged this Short Form for the purpose of providing public and constructive notice of the Agreement. Capitalized terms not otherwise defined in this Short Form shall have the meanings provided in the Agreement. In the event of any conflict or inconsistency between the provisions of this Short Form and the provisions of the Agreement, the provisions of the Agreement shall control. Nothing in this Short Form shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Agreement or otherwise limit or expand the rights and obligations of the parties under the Agreement and the Agreement shall control over this Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**1. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Agreement. The lease created by the Agreement is exclusively for

Solar Operations, as defined in the Agreement, and Lessee shall have the exclusive right to use the Property for Solar Operations, together with certain related access and easement rights and other rights related to the Property as more fully described in the Agreement. Reference is hereby made to the Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Agreement.

**2. Term.** Lessee's rights under the Agreement shall commence on the Effective Date and continue initially throughout the Option Period and Construction Period. The "**Option Period**" consists of one (1) period commencing on the Effective Date, consisting of seven (7) years. If the Agreement has not been terminated at the end of the Option Period, the Agreement will automatically enter the Construction Period. The "**Construction Period**" is the period commencing at the end of the Option Period and expiring on the earlier of (i) the date that is two (2) years after the end of the Option Period, or (ii) the declaration of commercial operation of the Solar Project (commonly referred to as C.O.D. or the Commercial Operations Date). If the Agreement has not been terminated at the end of the Construction Period, the Agreement shall automatically be extended for an Extended Term of thirty (30) years. Lessee may also provide Landowner with written notice that Lessee is commencing the Extended Term upon declaration of commercial operation of the Solar Project. In the event of any such extension for the Extended Term, the Extended Term shall commence on the first to occur of (i) the declaration of commercial operation of the Solar Project, or (ii) the end of the Construction Period. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Agreement for an additional ten-year (10 year) period commencing upon the expiration of the Extended Term (the "**Renewal Term**"). With respect to such an extension of the term of this Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

**3. Ownership.** Landowner shall have no ownership or other interest in any Solar Energy Facilities installed on the Property, and Lessee may remove any or all Solar Energy Facilities at any time.

**4. No Interference.** Among other things, the Agreement provides that 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 Solar Energy Facilities, whether located on the Property or elsewhere; (ii) the access to sunlight or solar radiation over the Property; (iii) access over the Property to Solar Energy Facilities, whether located on the Property or elsewhere; (iv) any Solar Operations; or (v) the undertaking of any other activities of Lessee permitted under the Agreement. In no event during the term of the Agreement shall Landowner construct, build or locate or allow others to construct, build or locate any solar energy conversion system, solar panels or similar project on the Property.

**5. Successors and Assigns.** The Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

**6. Multiple Counterparts.** This Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

7. **Governing Law.** This Short Form and the Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

**SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW**

IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LEGAL  
MD

LESSEE:

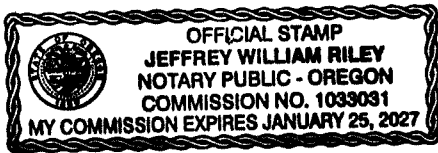
AURORA SOLAR LLC,  
an Oregon limited liability company

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 )

The foregoing instrument was acknowledged before me this 17th day of April, 2023 by Carrie Tracy and Stephanie La Pier, as Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on behalf of such limited liability company.



*Jeffrey Riley*  
Notary Public for Oregon  
My commission expires: January 25th, 2027  
Commission No.: 1033031

IN WITNESS WHEREOF, Landowners and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

**LANDOWNER:**

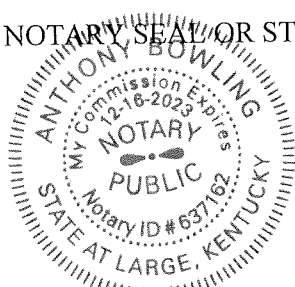
Ron Deaton  
Ron Deaton

Mary E. Deaton  
\_\_\_\_\_, spouse of  
Ron Deaton

STATE OF KENTUCKY §  
  §  
COUNTY OF PERRY §

The foregoing instrument was acknowledged before me this MARCH 13,  
2023 by Ron Deaton.

(AFFIX NOTARY SEAL OR STAMP)

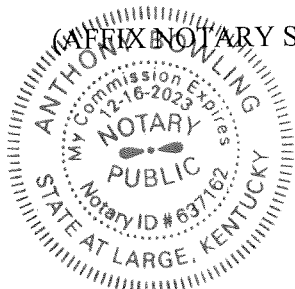


Anthony Bowling  
Notary Public  
My Commission Expires: 12-16-2023  
Notary ID: 637162

STATE OF KENTUCKY §  
  §  
COUNTY OF PERRY §

The foregoing instrument was acknowledged before me this MARCH 13,  
2023 by MARY E. DEATON, spouse of Ron Deaton.

(AFFIX NOTARY SEAL OR STAMP)



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

**EXHIBIT A**

**Description of Property**

A certain tract or parcel of land lying and being on the Rock Lick Branch of the North Fork of the Kentucky River near Dunraven, Perry County, Kentucky and more particularly bounded and described as follows:

Lying on the head of said Rock Lick Branch, beginning at a cross fence at a line between the grantors and Mack Campbell on the right hand side of the creek as you go up; thence up and with said fence to a Locust tree on top of the point; thence down the hill to the creek at the upper end of the old barn lot; thence down the branch as it meanders to the mouth of same; thence back up the other branch to the beginning, containing eight acres, more or less.

Being the same property conveyed to Homer Spencer and Martha Spencer by the deed of record in Deed Book 72, Page 379, records of Perry County Clerk's Office. Also see the Affidavit of Descent of Homer Spencer of record in Deed Book 367, Page 18, Perry County Clerk's Office.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
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

**SHORT FORM OF SOLAR ENERGY AND ENERGY STORAGE  
OPTION AND LEASE AGREEMENT**

by and between

Lois Duff and Matthew Duff

as the Landowner

and

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

Dated May 11<sup>th</sup>, 2022

**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
1125 NW Couch, Suite 700  
Portland, OR 97209  
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

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

**SHORT FORM OF SOLAR ENERGY AND ENERGY STORAGE  
OPTION AND LEASE AGREEMENT**

This **SHORT FORM OF SOLAR ENERGY AND ENERGY STORAGE OPTION AND LEASE AGREEMENT** (this "Short Form") is made, effective as of May 11<sup>th</sup>, 20 22 ("Effective Date"), by and between **LOIS DUFF** and **MATTHEW DUFF** (collectively, the "Landowner"), whose address is 952 Flat Gap Road, Bonnyman, Kentucky 41719, and **AURORA SOLAR LLC**, an Oregon limited liability company ("Lessee"), whose address is Attn: Land Management, 1125 NW Couch, Suite 700, Portland, Oregon 97209, in light of the following facts and circumstances:

Landowner and Lessee entered into that certain Solar Energy and Energy Storage Option and Lease Agreement, of even date herewith (the "Agreement"), pursuant to which Landowner has optioned and leased to Lessee the real property of Landowner (the "Property") located in Perry County, Kentucky, as more particularly described on Exhibit A attached hereto, and which Agreement and such Exhibit A are hereby incorporated herein as if fully set forth in this Short Form. Landowner and Lessee have executed and acknowledged this Short Form for the purpose of providing public and constructive notice of the Agreement. Capitalized terms not otherwise defined in this Short Form shall have the meanings provided in the Agreement. In the event of any conflict or inconsistency between the provisions of this Short Form and the provisions of the Agreement, the provisions of the Agreement shall control. Nothing in this Short Form shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Agreement or otherwise limit or expand the rights and obligations of the parties under the Agreement and the Agreement shall control over this Short Form in all events.



NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**1. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Agreement. The lease created by the Agreement is exclusively for Solar Operations, as defined in the Agreement, and Lessee shall have the exclusive right to use the Property for Solar Operations, together with certain related access and easement rights and other rights related to the Property as more fully described in the Agreement. Reference is hereby made to the Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Agreement.

**2. Term.** Lessee's rights under the Agreement shall commence on the Effective Date and continue initially throughout the Option Period and Construction Period. The "**Option Period**" consists of one (1) period commencing on the Effective Date, consisting of seven (7) years. If the Agreement has not been terminated at the end of the Option Period, the Agreement will automatically enter the Construction Period. The "**Construction Period**" is the period commencing at the end of the Option Period and expiring on the earlier of (i) the date that is two (2) years after the end of the Option Period, or (ii) the declaration of commercial operation of the Solar Project (commonly referred to as C O D or the Commercial Operations Date). If the Agreement has not been terminated at the end of the Construction Period, the Agreement shall automatically be extended for an Extended Term of thirty (30) years. Lessee may also provide Landowner with written notice that Lessee is commencing the Extended Term upon declaration of commercial operation of the Solar Project. In the event of any such extension for the Extended Term, the Extended Term shall commence on the first to occur of (i) the declaration of commercial operation of the Solar Project, or (ii) the end of the Construction Period. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Agreement for an additional ten-year (10 year) period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). With respect to such an extension of the term of this Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

**3 Ownership.** Landowner shall have no ownership or other interest in any Solar Energy Facilities installed on the Property, and Lessee may remove any or all Solar Energy Facilities at any time.

**4. No Interference.** Among other things, the Agreement provides that 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 Solar Energy Facilities, whether located on the Property or elsewhere; (ii) the access to sunlight or solar radiation over the Property; (iii) access over the Property to Solar Energy Facilities, whether located on the Property or elsewhere; (iv) any Solar Operations; or (v) the undertaking of any other activities of Lessee permitted under the Agreement. In no event during the term of the Agreement shall Landowner construct, build or locate or allow others to construct, build or locate any solar energy conversion system, solar panels or similar project on the Property.

**5. Successors and Assigns.** The Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other

transfer under the Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

**6. Multiple Counterparts.** This Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

**7. Governing Law** This Short Form and the Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

**SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW**

IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date

**LESSEE:**

**AURORA SOLAR LLC,**  
an Oregon limited liability company

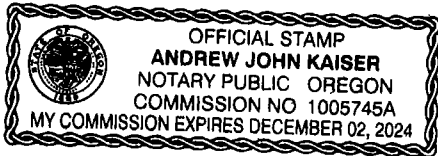
By: Carrie Tracy  
Printed Name: Carrie Tracy  
Title: Authorized Representative

W.G.A.  
BB

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

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2022 by Carrie Tracy and Daniel Santacruz, as Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on behalf of such limited liability company



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

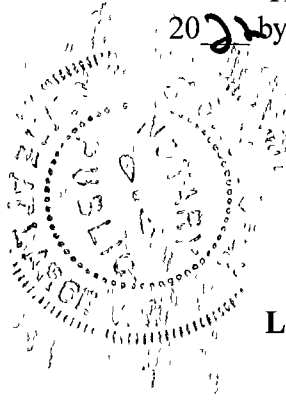
IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LANDOWNER:

Lois Duff  
LOIS DUFF

STATE OF Kentucky )  
COUNTY OF Perry ) ss.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 2022 by Lois Duff.



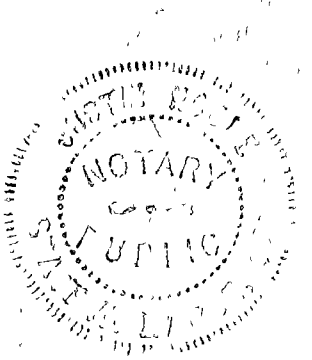
[Signature]  
Notary Public for Kentucky  
My commission expires: 7-9-25  
Commission No.: KYNP32857

LANDOWNER:

Matthew Duff  
MATTHEW DUFF

STATE OF Kentucky )  
COUNTY OF Perry ) ss.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 2022 by Matthew Duff.



[Signature]  
Notary Public for Kentucky  
My commission expires: 7-9-25  
Commission No.: KYNP32857

## EXHIBIT A

### Description of Property

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

A portion of that property conveyed to Lois Duff and Matthew Duff, in Deed Book 420 Page 720, records of the office of the County Clerk of Perry County, State of Kentucky, said parcel of land being near the community of Dunraven, said parcel being more particularly described as follows:

Beginning at an iron capped AEB LS 2690 set this survey on the mine reclamation area, said iron pin being common to Kentucky Mountain Partnership, Inc. Deed Book 250 Page 474 (KMP 250-474), Kentucky Mountain Partnership, Inc. Deed Book 355 Page 689 (KMP 355-689) and Lois Duff and Matthew Duff Deed Book 420 Page 720, said iron pin having coordinates of N:3641024.42 and E:5637485.39 RTK GPS with a Spectra Precision Epoch 85 L1/L2 GPS-Glonass receiver, projection used being State Plane 83 KY Single Zone using the Conus 18 Geoid with a relative positional accuracy +/- 0.05 + 100 PPM, said iron pin being **THE TRUE POINT OF BEGINNING:**

THENCE leaving KMP 355-689 and running with the lines of KMP 250-474 and Lois Duff and Matthew Duff on the reclamation area in a southerly direction:

S05°19'17"W 44.40 feet to an iron pin capped AEB LS 2690 set this survey;  
S02°32'44"W 43.35 feet to an iron pin capped AEB LS 2690 set this survey;  
S22°31'00"E 43.12 feet to an iron pin capped AEB LS 2690 set this survey;  
S31°36'38"E 41.05 feet;  
S31°44'14"E 40.58 feet;  
S28°33'42"E 23.56 feet;  
S32°07'17"E 42.94 feet;  
S29°45'59"E 35.63 feet;  
S13°43'33"E 24.66 feet to an iron pin capped AEB LS 2690 set this survey;  
S24°35'33"E 25.59 feet;  
S27°22'16"E 32.75 feet;  
S26°50'41"E 33.53 feet;  
S36°06'19"E 35.95 feet;  
S29°01'05"E 24.36 feet;  
S33°17'42"E 37.19 feet;  
S26°06'12"E 7.17 feet to an iron pin capped AEB LS 2690 set this survey;  
S04°23'19"E 62.01 feet;  
S02°10'25"E 41.72 feet;  
S03°09'49"E 31.71 feet;

S08°24'50"E 51.97 feet;  
S07°53'41"E 38.06 feet to an iron pin capped AEB LS 2690 set this survey;  
S17°45'23"E 29.09 feet;  
S21°49'59"E 33.92 feet;  
S27°06'57"E 42.04 feet;  
S26°14'07"E 43.72 feet;  
S20°59'07"E 44.95 feet;  
S23°16'11"E 49.07 feet;  
S37°30'36"E 16.31 feet to an iron pin capped AEB LS 2690 set this survey;  
S56°43'17"E 22.70 feet;  
S54°38'26"E 35.77 feet;  
S60°48'14"E 40.74 feet;  
S64°28'18"E 50.79 feet;  
S56°19'02"E 51.22 feet to an iron pin capped AEB LS 2690 set this survey;  
S62°05'59"E 75.81 feet to an iron pin capped AEB LS 2690 set this survey;

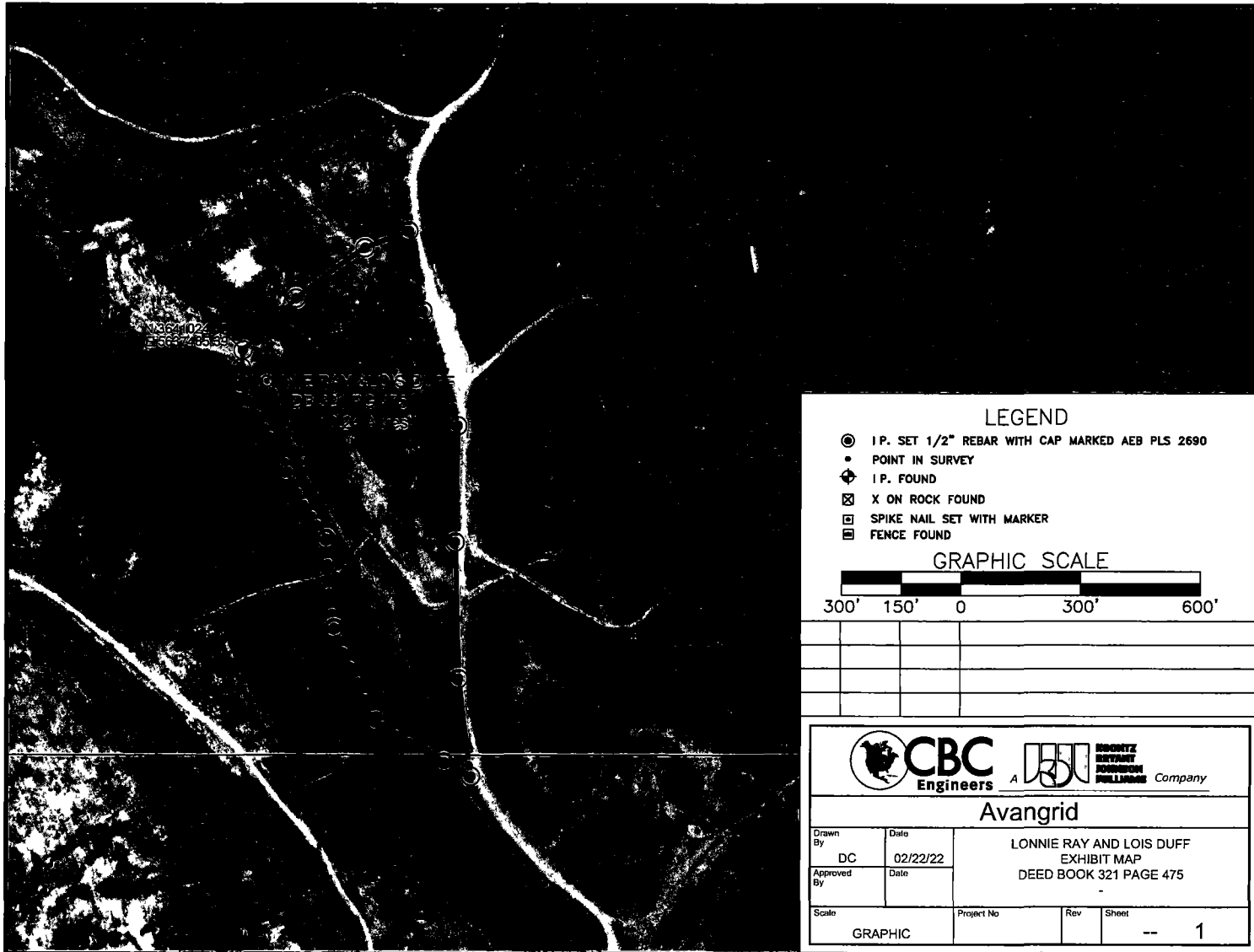
Thence leaving the lines of KMP 250-474 and running inside Duff 420-720 property along the western side of an existing access road in a northerly direction the following calls:

N11°28'58"W 28.90 feet;  
N06°50'30"W 219.71 feet to an iron pin capped AEB LS 2690 set this survey;  
N01°23'32"W 344.70 feet to an iron pin capped AEB LS 2690 set this survey;  
N01°04'31"E 295.66 feet  
N14°03'06"W 49.44 feet;  
N15°56'05"W 132.35 feet to an iron pin capped AEB LS 2690 set this survey;  
N18°44'46"W 122.59 feet to an iron pin capped AEB LS 2690 set this survey;  
N10°07'06"W 205.27 feet to an iron pin capped AEB LS 2690 set this survey to the land of Kentucky Mountain Partnership Deed Book 355 Page 689 and Duff 420-720;

Thence with the lines of KMP 355-689 and Duff 420-720 in an easterly direction:  
S68°29'36"W 118.44 feet to an iron pin capped AEB LS 2690 set this survey;  
S55°19'00"W 87.90 feet;  
S52°08'14"W 126.77 feet to an iron pin capped AEB LS 2690 set this survey;  
S44°13'40"W 95.47 feet;  
S46°38'24"W 91.36 feet to an iron pin capped AEB LS 2690 set this survey, said iron pin being common to Kentucky Mountain Partnership, Inc. Deed Book 250 Page 474 (KMP 250-474), Kentucky Mountain Partnership, Inc. Deed Book 355 Page 689 (KMP 355-689) and Lois Duff and Matthew Duff Deed Book 420 Page 720, said iron pin being THE TRUE POINT OF BEGINNING, said parcel having an area of 10.24 acres.

Being a portion of the same property conveyed from **Lois Duff** to **Lois Duff** and **Matthew Duff**, dated March 10, 2022, and of record in Deed Book 420, Page 720, records of the Perry County Clerk's Office.

EXHIBIT B





**LEGEND**

- ⊙ I.P. SET 1/2" REBAR WITH CAP MARKED AEB PLS 2690
- POINT IN SURVEY
- ◆ I.P. FOUND
- ⊗ X ON ROCK FOUND
- ⊠ SPIKE NAIL SET WITH MARKER
- ▣ FENCE FOUND

**GRAPHIC SCALE**

300' 150' 0 300' 600'


				ROBERTS STEVENS ROBINSON FULLINWIDER Company	
<b>Avangrid</b>					
Drawn By	DC	Date	02/22/22	LONNIE RAY AND LOIS DUFF EXHIBIT MAP DEED BOOK 321 PAGE 475	
Approved By		Date			
Scale	GRAPHIC	Project No		Rev	Sheet
					-- 1

10  
Internal Use



**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

**SHORT FORM OF SOLAR ENERGY AND ENERGY STORAGE  
OPTION AND LEASE 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 24, 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

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

**SHORT FORM OF SOLAR ENERGY AND ENERGY STORAGE  
OPTION AND LEASE AGREEMENT**

This **SHORT FORM OF SOLAR ENERGY AND ENERGY STORAGE OPTION AND LEASE AGREEMENT** (this “**Short Form**”) is made, effective as of \_\_\_\_\_, 2022 (“**Effective Date**”), by and between **DIANA FUGATE, KATHLEEN NAPIER, and BRYANT CAMPBELL** (collectively, the “**Landowner**”), whose address is 952 Flat Gap Road, Bonnyman, Kentucky 41719, and **AURORA SOLAR LLC**, an Oregon limited liability company (“**Lessee**”), whose address is Attn: Land Management, 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210, in light of the following facts and circumstances:

Landowner and Lessee entered into that certain Solar Energy and Energy Storage Option and Lease Agreement, of even date herewith (the “**Agreement**”), pursuant to which Landowner has optioned and leased to Lessee the real property of Landowner (the “**Property**”) located in Perry County, Kentucky, as more particularly described on Exhibit A attached hereto and hereby incorporated herein as if fully set forth in this Short Form. Landowner and Lessee have executed and acknowledged this Short Form for the purpose of providing public and constructive notice of the Agreement. Capitalized terms not otherwise defined in this Short Form shall have the meanings provided in the Agreement. In the event of any conflict or inconsistency between the provisions of this Short Form and the provisions of the Agreement, the provisions of the Agreement shall control. Nothing in this Short Form shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Agreement or otherwise

limit or expand the rights and obligations of the parties under the Agreement and the Agreement shall control over this Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

**1. Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Agreement. The lease created by the Agreement is exclusively for Solar Operations, as defined in the Agreement, and Lessee shall have the exclusive right to use the Property for Solar Operations, together with certain related access and easement rights and other rights related to the Property as more fully described in the Agreement. Reference is hereby made to the Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Agreement.

**2. Term.** Lessee's rights under the Agreement shall commence on the Effective Date and continue initially throughout the Option Period and Construction Period. The "**Option Period**" consists of one (1) period commencing on the Effective Date, consisting of seven (7) years. If the Agreement has not been terminated at the end of the Option Period, the Agreement will automatically enter the Construction Period. The "**Construction Period**" is the period commencing at the end of the Option Period and expiring on the earlier of (i) the date that is two (2) years after the end of the Option Period, or (ii) the declaration of commercial operation of the Solar Project (commonly referred to as C.O.D. or the Commercial Operations Date). If the Agreement has not been terminated at the end of the Construction Period, the Agreement shall automatically be extended for an Extended Term of thirty (30) years. Lessee may also provide Landowner with written notice that Lessee is commencing the Extended Term upon declaration of commercial operation of the Solar Project. In the event of any such extension for the Extended Term, the Extended Term shall commence on the first to occur of (i) the declaration of commercial operation of the Solar Project, or (ii) the end of the Construction Period. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Agreement for an additional ten-year (10 year) period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). With respect to such an extension of the term of this Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

**3. Ownership.** Landowner shall have no ownership or other interest in any Solar Energy Facilities installed on the Property, and Lessee may remove any or all Solar Energy Facilities at any time.

**4. No Interference.** Among other things, the Agreement provides that 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 Solar Energy Facilities, whether located on the Property or elsewhere; (ii) the access to sunlight or solar radiation over the Property; (iii) access over the Property to Solar Energy Facilities, whether located on the Property or elsewhere; (iv) any Solar Operations; or (v) the undertaking of any other activities of Lessee permitted under the Agreement. In no event during the term of the Agreement shall Landowner construct, build or locate or allow others to construct, build or locate any solar energy conversion system, solar panels or similar project on the Property.

**5. Successors and Assigns.** The Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Agreement shall inure to the benefit of

and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

**6. Multiple Counterparts.** This Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

**7. Governing Law.** This Short Form and the Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

**SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW**

IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date

LESSEE:

AURORA SOLAR LLC,  
an Oregon limited liability company

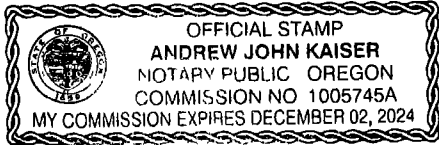
By: Carrie Tracy  
Printed Name: Carrie Tracy  
Title: Authorized Representative

LEGAL  
WMA

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

STATE OF OREGON )  
 ) ss.  
COUNTY OF MULTNOMAH )

The foregoing instrument was acknowledged before me this 24 day of October, 2022 by Carrie Tracy and Stephanie La Pier, as Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on behalf of such limited liability company.



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

IN WITNESS WHEREOF, Landowners and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

**LANDOWNER:**

Diana Fugate  
Diana Fugate

STATE OF Kentucky §  
  §  
COUNTY OF Leslie §

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2022 by Diane Fugate.

(AFFIX NOTARY SEAL OR STAMP)

Alyssa A. [Signature]  
Notary Public  
My Commission Expires: 1-25-23  
Notary ID: 616027

IN WITNESS WHEREOF, Landowners and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

**LANDOWNER**

Kathleen Napier  
Kathleen Napier

STATE OF Kentucky §  
  §  
COUNTY OF Leslie §

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2022 by Kathleen Napier.

(AFFIX NOTARY SEAL OR STAMP)

Debra A. Boyd  
Notary Public  
My Commission Expires: 1-25-23  
Notary ID: 616037

IN WITNESS WHEREOF, Landowners and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

**LANDOWNER**

Bryant Campbell  
Bryant Campbell

STATE OF Kentucky §  
COUNTY OF Leslie §

The foregoing instrument was acknowledged before me this 5th day of August, 2022 by Bryant Campbell

(AFFIX NOTARY SEAL OR STAMP)

Alison A. Leitzel  
Notary Public  
My Commission Expires: 1-25-23  
Notary ID: 016037



## **EXHIBIT A**

### **Description of 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 29<sup>th</sup> 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 13<sup>th</sup> 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 24<sup>th</sup> 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.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
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

**SHORT FORM OF SOLAR ENERGY AND ENERGY STORAGE  
OPTION AND LEASE AGREEMENT**

by and between

KENTUCKY MOUNTAIN PARTNERSHIP, INC, a Kentucky Corporation  
as the Landowner

and

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

Dated March 26, 20 20

**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
1125 NW Couch, Suite 700  
Portland, OR 97209  
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

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

**SHORT FORM OF SOLAR ENERGY AND ENERGY STORAGE  
OPTION AND LEASE AGREEMENT**

This **SHORT FORM OF SOLAR ENERGY AND ENERGY STORAGE OPTION AND LEASE AGREEMENT** (this “**Short Form**”) is made, effective as of March 26, 2020 (“**Effective Date**”), by and between Kentucky Mountain Partnership, Inc., a Kentucky Corporation (collectively, the “**Landowner**”), whose address is 847 HY HWY 28, Hazard, KY 41701, and **AURORA SOLAR LLC**, an Oregon limited liability company (“**Lessee**”), whose address is Attn: Land Management, 1125 NW Couch, Suite 700, Portland, Oregon 97209, in light of the following facts and circumstances:

Landowner and Lessee entered into that certain Solar Energy and Energy Storage Option and Lease Agreement, of even date herewith (the “**Agreement**”), pursuant to which Landowner has optioned and leased to Lessee the real property of Landowner (the “**Property**”) located in Perry County, Kentucky, as more particularly described on Exhibit A attached hereto, and which Agreement and such Exhibit A are hereby incorporated herein as if fully set forth in this Short Form. Landowner and Lessee have executed and acknowledged this Short Form for the purpose of providing public and constructive notice of the Agreement. Capitalized terms not otherwise defined in this Short Form shall have the meanings provided in the Agreement. In the event of any conflict or inconsistency between the provisions of this Short Form and the provisions of the Agreement, the provisions of the Agreement shall control. Nothing in this Short Form shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Agreement or otherwise limit or expand the rights and obligations of the parties under the Agreement and the Agreement shall control over this Short Form in all events.

NOW THEREFORE, Landowner and Lessee hereby agree as follows:

1. **Lease of Property; Easements.** Landowner leases the Property to Lessee on the terms, covenants and conditions stated in the Agreement. The lease created by the Agreement is exclusively for Solar Operations, as defined in the Agreement, and Lessee shall have the exclusive right to use the Property for Solar Operations, together with certain related access and easement rights and other rights related to the Property as more fully described in the Agreement. Reference is hereby made to the Agreement for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Agreement.

2. **Term.** Lessee's rights under the Agreement shall commence on the Effective Date and continue initially throughout the Option Period and Construction Period. The "**Option Period**" consists of one (1) period commencing on the Effective Date, consisting of seven (7) years. If the Agreement has not been terminated at the end of the Option Period, the Agreement will automatically enter the Construction Period. The "**Construction Period**" is the period commencing at the end of the Option Period and expiring on the earlier of (i) the date that is two (2) years after the end of the Option Period, or (ii) the declaration of commercial operation of the Solar Project (commonly referred to as C.O.D. or the Commercial Operations Date). If the Agreement has not been terminated at the end of the Construction Period, the Agreement shall automatically be extended for an Extended Term of thirty (30) years. Lessee may also provide Landowner with written notice that Lessee is commencing the Extended Term upon declaration of commercial operation of the Solar Project. In the event of any such extension for the Extended Term, the Extended Term shall commence on the first to occur of (i) the declaration of commercial operation of the Solar Project, or (ii) the end of the Construction Period. During the Extended Term, Lessee and any Tenant or Assignee may, by notice to Landowner no later than thirty (30) days prior to the expiration of the Extended Term, elect to extend the Agreement for an additional ten-year (10 year) period commencing upon the expiration of the Extended Term (the "**First Renewal Term**"). With respect to such an extension of the term of this Agreement, Landowner and Lessee shall execute in recordable form, and Lessee shall then record, a memorandum evidencing the extension, satisfactory in form and substance to Lessee.

3. **Ownership.** Landowner shall have no ownership or other interest in any Solar Energy Facilities installed on the Property, and Lessee may remove any or all Solar Energy Facilities at any time.

4. **No Interference.** Among other things, the Agreement provides that 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 Solar Energy Facilities, whether located on the Property or elsewhere; (ii) the access to sunlight or solar radiation over the Property; (iii) access over the Property to Solar Energy Facilities, whether located on the Property or elsewhere; (iv) any Solar Operations; or (v) the undertaking of any other activities of Lessee permitted under the Agreement. In no event during the term of the Agreement shall Landowner construct, build or locate or allow others to construct, build or locate any solar energy conversion system, solar panels or similar project on the Property.

5. **Successors and Assigns.** The Agreement and any easement or rights granted Lessee therein shall burden the Property and shall run with the land. The Agreement shall inure to the benefit of and be binding upon Landowner and Lessee and, to the extent provided in any assignment or other transfer under the Agreement, any Assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

6. **Multiple Counterparts.** This Short Form may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

7. **Governing Law.** This Short Form and the Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

**SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW**

IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSEE:

AURORA SOLAR LLC,  
an Oregon limited liability company

LEGAL  
JAN

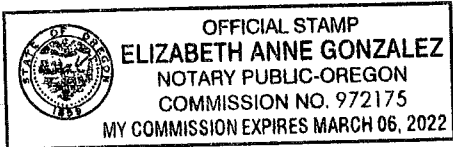
By: [Signature]  
Printed Name: SARA M PARSONS  
Title: Authorized Representative

LAND M

By: [Signature]  
Printed Name: PAUL DIXON  
Title: Authorized Representative

STATE OF OREGON )  
 ) ss.  
COUNTY OF MULTNOMAH )

The foregoing instrument was acknowledged before me this 27 day of March 2020 by Sara M Parsons and Paul Dixon, as Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on behalf of such limited liability company.



[Signature]  
Notary Public for Oregon  
My commission expires: 3-6-22  
Commission No.: 972175

IN WITNESS WHEREOF, Landowner and Lessee have caused this Short Form to be executed and delivered by their duly authorized representatives as of the Effective Date.

**LANDOWNER:**

**Kentucky Mountain Partnership, Inc.**,  
a Kentucky corporation

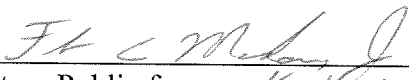


Name: Ronald Deaton

Title: *Secretary*

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Henry )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March,  
20 20 by Ronald Deaton as the Secretary of Kentucky Mountain Partnership, Inc., a  
Kentucky corporation.

  
Notary Public for Kentucky  
My commission expires: 4-2-20  
Commission No.: 537278



**Kentucky Mountain Partnership, Inc.**

*Winfred C. Smith*

Print Name: Winfred C. Smith

Title: President

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Henry )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March,  
2020 by Winfred C. Smith, President of Kentucky Mountain  
Partnership, Inc.

*FH C. McHenry*  
Notary Public for Kentucky  
My commission expires: 4-2-20  
Commission No.: 553273

**EXHIBIT A**

**Description of Property**

That certain real property located in Perry County, State of Kentucky, more particularly described as follows:

Parcel 1:

TRACT NO. I

A certain tract or parcel of land lying and being in the County of Perry and State of Kentucky and on the North Fork of the Kentucky River and bounded and described as follows:

Beginning at the mouth of the first small drain below the school house hollow; thence up the hollow to the head of said hollow; thence with marked line up the hill to a small Sarvis; thence around the ridge as it meanders to M.C. Napier line; thence down the hollow with said line to an elm and Bush at the mouth of the hollow; thence with the River to the Beginning, containing about twenty acres more or less.

TRACT NO. II

A certain tract or parcel of land lying and being in the count of Perry and State of Kentucky and on the North Fork of the Kentucky River and bounded as follows:

Beginning at the mouth of a small drain above the ford below M.S. Napier mill, on a bush and Elm;

thence up the river as it meanders to the mouth of the first left hand hollow above said second partys house; thence up said hollow to the mouth of the first left hand drain; thence a straight line up the drain to the top of the point to some cliffs and rocks; thence up the point to the top of the ridge; thence with the top of the ridge to a line of a survey made in the name of Dan Oliver; thence with a line of the same to conditional line made by M.S. Napier and Abner Campbell; thence N. 9. E. to a rock and black pine on the opposite side of Oliver Branch; thence up the point to the top; thence with the top of the point to the said Oliver line; thence with the said Oliver line to a conditional line made between John Campbell and Joe Campbell; thence with said conditional line to the beginning containing about one hundred acres more or less.

TRACT NO. III

A certain tract or parcel of land lying and being in the County of Perry and state of Kentucky and on the Orchard hollow, a tributary of the North Fork of the Kentucky, and bounded as follows:

Beginning on a dogwood in the gap of the mountain on the left hand side of said hollow; thence running up the point to the top of the hill; thence around the ridge as it meanders between the Orchard hollow and the waters of the Fish Trap Branch to the top of the point to M.C. Napier line; thence with said line to the beginning containing about five acres more or less.

TRACT NO. IV

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

Lying on Oliver's Branch a tributary of the North Fork of the Kentucky River and bounded as follows, Viz:

Beginning on a marked beech near the Creek on the South side of said creek; thence up the hill with M.C. Napier's line to the top of the hill; thence around the top of the hill with Grant Campbell's line to Henry Campbell's line; thence down the hill with the fence to the creek; thence down the creek to the beginning, containing 15 acres more or less.

TRACT NO. V

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

Lying on the North Fork of the Kentucky River, and bounded as follows:

At the mount of a small drain above the party of the first part's house; thence up said drain to the mouth of the first left hand drain; thence a straight line up the drain to the top of the point to a small cliff and rocks; thence up the point to the top of the hill between Fish Trap Branch and the Orchard Hollow to Grant Campbell's line; thence with said Grant Campbell's and the top of the hill to Henry Campbell's line; thence down the hill with the said Henry Campbell's line and the fence to the creek; thence down the creek to a marked beech, thence with a conditional line made between N.C. Napier and James Campbell & Etc., to a marked pine; thence up the point to the top of the hill; thence with the top of the ridge between the river and Oliver's Branch; and Rock Lick to a small sarvis, at Mack Campbell's line; thence down the hill with said Mack Campbell's line to the head of a small hollow; thence down said hollow to the mouth; thence up the river to the beginning, containing about one hundred acres more or less.

TRACT NO. VI

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

Lying on Oliver's Branch, a tributary of the North Fork of the Kentucky River, and bounded as follows:

BEGINNING on a rock on Oliver's Branch; thence up the point between Oliver's branch and the Tony Fork to the top of the hill; thence with the top of the hill to James Baker's line; thence with James Baker's line to John Campbell's line; thence down the point between Tony Fork and Rock Lick to the Window Rock; thence with the dividing ridge between Tony Fork and Rock Lick Branch to M.C. Napier's line; thence with M.C. Napier's line to a marked pine; thence with said line to a marked beech near the creek; thence up the creek to the beginning, Containing 40 acres, more or less.

TRACT NO. VII

A

Lying and being in Perry County, Kentucky, and particularly bounded and described as follows:

Lying in the gap of the mountain between Oliver's Branch and Fish Trap Branch, tributaries of the North Fork of the Kentucky River, and beginning on a chestnut on the Oliver's Branch side; thence running straight line to a hickory 198 feet on the Fish Trap Branch side; thence across a small drain near the gap 115 feet to James B. Campbell's line and a standing rock marked with three marks; thence with James B. Campbell's line 221 feet to a rock on the Oliver's Branch side; thence a straight line 110 feet to the beginning. Containing one (1) acre more or less

B

Lying on Oliver's branch, a tributary of the North Fork of the Kentucky River, and bounded as follows:

Beginning on the right hand fork of Oliver's Branch at the mouth of a small drain on a buckeye, dogwood and chestnut; thence up the drain to a poplar at Miles Campbell's line; thence a straight line up the hill with Allie Campbell's line to the top of the hill to a marked chestnut; thence up the dividing ridge between Oliver's branch and Fish Trap to the top of the hill to James Baker's line; thence around the top of the hill with James Baker's line to the head of Oliver's Branch, to James Campbell's line; thence down the ridge with James Campbell's line to the creek; thence up the creek to the beginning. Containing 100 acres more or less.

C

Lying on Oliver's Branch and Fish Trap Branch tributaries of the North Fork of the Kentucky River and bounded as follows viz:

Beginning on a Buckeye tree near the falls of Oliver's Branch; thence with James Campbell's line up the hill to a maple tree; thence with James Campbell's line to a chestnut oak; thence with the line of the same to M.C. Napier's line at the top of the hill; thence down the ridge with the same line to a marked pine; thence down the hill with M.C. Napier's line to the Creek; thence across the creek to a marked beech; thence with M.C. Napier's line to the top of the hill between Oliver's Branch and Fish Trap; thence up the ridge with Milo Campbell's line to Allie Campbell's line; thence with the line of the same to a Black Jack on the top of the knob; thence down the hill with Allie Campbell's line to a Persimmon Tree; thence a straight line down the hill to a rock in the head of the Fish Trap Branch; thence across a small drain to a marked hickory; thence a straight line to a

chestnut on the waters of Oliver's Branch; thence a straight line to a mulberry; thence down a small drain to Oliver's Branch; thence down said branch to the beginning. Containing 50 acres more or less.

TRACT NO. VIII

The following described tract or parcel of land; Said land is situated, lying and being on the North Fork of the Kentucky River in Perry County, Kentucky, and is bounded and described as follows:

Beginning on a white walnut where once stood an elm, the beginning corner of a Three Hundred Acre Survey made in the name of Dan Oliver; thence South 100 poles to a beech; thence East with the line of said Survey to the top of the ridge; thence with the top of the ridge to the John Campbell line; thence Northward with the said John Campbell line to the right; thence with the North Fork of the Kentucky River as it meanders to the BEGINNING, containing 100 acres more or less.

TRACT NO. IX

A

Tract of land lying and being on Oliver's Branch, and Fish Trap, tributaries of the North Fork of the Kentucky River and bounded as follows:

Beginning at the county road 36 feet above a beech tree standing between the county road and Oliver's Branch about 36 feet below the county road; thence south east a straight line up the hill to a marked beech tree standing at the base of the point; thence containing a straight line up the point to a marked beech tree in line with two large rocks; thence containing a straight line up the point to a marked hickory tree; thence containing a straight line with marked bushes and trees to the top of the hill to a marked hickory tree at Lewis Abneer's line; thence east around the top of hill between Fish Trap Branch and Oliver's Branch to a large rock marked X; thence continuing with the top of the ridge of said James Campbell's line to a large rock marked X; thence continuing down the point to a marked oak; thence continuing down the point to a twin hickory; thence down the hill to a marked rock 21 1/2 feet to a well; thence a straight line around the hill toward Fish Trap Branch to a marked rock; thence east to the county road; thence with the County road to the Oliver's

Branch; thence down Oliver's Branch as it meanders to where the county road leaves Oliver Branch just below what is known as the Farmer Campbell house; thence with the county road to the beginning

B

Beginning at a twin hickory standing on a point dividing Fish Trap Branch and Oliver's Branch on the west side of the house standing in the gap of the mountain; thence in an easterly direction with a straight line down the hill to an oak tree with a dead upper side; thence continuing a straight line down the hill to a poplar tree; thence continuing a straight line down the hill to the lower end of the garden where the garden fence runs with a parallel line between Herman Napier's line (procured to-day from James B. Campbell); thence following said line and the garden fence to the county road; thence crossing the county road and continuing in an easterly direction to a dead chestnut and a black gum tree; thence continuing up the hill following the ridge dividing Fish Trap Branch and Oliver's Branch to a rock at the top of the point and to the intersection of M.C. Napier's line; a track of land secured from Henry Campbell.

Parcel 2:

Beginning on a white walnut where once stood an elm, the beginning corner of a Three Hundred Acre Survey made in the name of Dan Oliver; thence south 100 poles to a beech; thence east with the line of said survey to the top of the ridge; thence with the top of the ridge to the John Campbell line; thence northward with the said John Campbell line to the river; thence with the North Fork of the Kentucky River as it meanders to the beginning, containing 100 acres, more or less.

And more particularly described in the following deeds:

1. All of the tracts described in the deed from Geraldine Flinchum, et al. to Kentucky Mountain Partnership, Inc., dated December 26, 1994, of record in Deed Book 250, Page 474, Perry County Clerk's Office.
2. The deed from Marilyn F. Burke as committee for Joe Bowling dated April 14, 1993, of record in Deed Book 240, Page 769, Perry County Clerk's Office.



**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 Bengtson-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone. 612.604.6629

**Assignment and Assumption AGREEMENT**

by and between

KENTUCKY MOUNTAIN PARTNERSHIP, INC, a Kentucky corporation  
as the Assignor

and

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

Dated June 21, 2022

---

## LEASE ASSIGNMENT PAYMENT AGREEMENT

This **LEASE ASSIGNMENT PAYMENT AGREEMENT** (this "**Agreement**") is made, dated and effective as of June 21, 2022 (the "**Effective Date**"), by and between **Kentucky Mountain Partnership, Inc.**, a Kentucky corporation ("**KMP**"), and **Aurora Solar, LLC**, an Oregon limited liability company ("**Aurora Solar**"). The parties hereto shall be collectively referred to herein as the "**Parties**" and each individually as a "**Party**", unless specifically identified otherwise.

### RECITALS

A. Aurora Solar is developing an electric-generating solar energy and energy storage project (the "**Project**") in Perry County, Kentucky.

B. KMP and Earl C. Begley, Jr. are parties to that certain Ratification and Amendment of Lease Agreement signed by Earl C. Begley, Jr. on May 20, 2020, as amended by that certain Amendment to Lease Agreement between KMP and Mary Ann Begley, Earl C. Begley, III, and Teresa Begley recorded with the County Clerk for Perry County, Kentucky on January 3, 2022 in Lease Book No. 76, Page 414 (collectively, the "**Begley Lease**").

C. KMP and Aurora Solar are parties to that certain Solar Energy and Energy Storage Option and Lease Agreement dated March 26, 2020, of which a Short Form of Solar Energy and Energy Storage Option and Lease Agreement dated March 26, 2020 was recorded with the County Clerk for Perry County, Kentucky on April 17, 2020 in Lease Book No. 75, Page 375 (the "**KMP Lease**").

D. The Parties wish to assign the Begley Lease from KMP to Aurora Solar.

E. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Begley Lease or KMP Lease, as applicable.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties hereto and other valuable consideration, the receipt and sufficiency which is hereby acknowledged, and the terms and conditions set forth in this Agreement, KMP and Aurora Solar hereby agree as follows:

1. **Assignment.** Concurrently with the execution of this Agreement, the Parties will execute an Assignment and Assumption Agreement in substantially the same form as that attached hereto and incorporated herein as Exhibit A. KMP will promptly assist Aurora Solar in obtaining IRS Form W-9 and any other documents reasonably requested by Aurora Solar so that Aurora Solar may make Begley Lease payments directly to the Begley Lease Lessor.

2. **Payments to KMP.**

2.1. Construction Period. Upon commencement of the Construction Period for the Begley Lease, Aurora Solar will make annual payments to KMP equal to [REDACTED]. The first payment will be paid to KMP within sixty (60) days after the start of the Construction Period term of the Begley Lease and any subsequent annual Construction Period payment will be made within sixty(60) days after each anniversary of the Construction Period start date.

For example purposes only: [REDACTED].

2.2. Operations Term. During the Begley Lease's commercial operations term, Aurora Solar will make annual payments to KMP equal to the difference between (a) the lease rate under Begley Lease, and (b) the Lease Rate under the KMP Lease. The first payment will be paid to KMP within sixty (60) days after the start of the commercial operations term of the Begley Lease and each subsequent annual payment will be made within sixty(60) days after each anniversary of the commercial operations start date.

For example purposes only: [REDACTED].

3. Term. The term of this Agreement is from the Effective Date until the termination of the Begley Lease.

4. Termination and Default. Aurora Solar shall have the right to terminate this Agreement if (i) a material default in the performance of KMP's obligations under this Agreement shall have occurred and remains uncured, (ii) Aurora Solar notifies KMP 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 (iii) the default shall not have been remedied within sixty (60) days after KMP receives the written notice, or, if cure will take longer than 60 days, KMP has not begun diligently to undertake the cure within the relevant time period and thereafter diligently prosecutes the cure to completion.

KMP shall have the right to terminate this Agreement if (i) a material default in the performance of Aurora Solar's obligations under this Agreement shall have occurred and remains uncured, (ii) KMP notifies Aurora Solar 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 (iii) the default shall not have been remedied within sixty (60) days after Aurora Solar receives the written notice, or, if cure will take longer than 60 days, Aurora Solar has not begun diligently to undertake the cure within the relevant time period and thereafter diligently prosecutes the cure to completion.

5. **Indemnity.** KMP will indemnify Aurora Solar against liability for physical damage to property and for physical injuries or death to Aurora Solar, landowners, property, or the public, to the extent caused by KMP's (or any employees, agents or contractors of KMP) operations or actions, except to the extent such damages, injuries or death are caused by the gross negligence or willful misconduct of Aurora Solar. KMP shall at all times, and at its sole expense, take reasonable safety and security measures to reduce any risk of harm its operations and action may cause and comply will all applicable laws and regulations.

Aurora Solar will indemnify KMP against liability for physical damage to property and for physical injuries or death to KMP, landowners, property, or the public, to the extent caused by Aurora Solar's (or any employees, agents or contractors of Aurora Solar) operations or actions, except to the extent such damages, injuries or death are caused by the gross negligence or willful misconduct of KMP. Aurora Solar shall at all times, and at its sole expense, take reasonable safety and security measures to reduce any risk of harm its operations and action may cause and comply will all applicable laws and regulations.

8. **Ownership of Project.** The Parties agree that KMP has no interests, rights, or claims in any facilities or assets which may be a part of the Project. There is no partnership between Aurora Solar and KMP. The manner of development and operation of the Project is within the sole discretion of Aurora Solar.

9. **Confidentiality.** Each Party agrees to not disclose any information pertaining to this Agreement, directly or indirectly, under any circumstances or by any means, to any third person or third party without the express written consent of the other Party, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of the Party or its employees or agents; (ii) was already known to the Party at the time of disclosure and which the Party is free to use or disclose without breach of any obligation to any person or entity, or (iii) is required to be disclosed by law. Notwithstanding the foregoing, a Party may disclose such information to its affiliated companies and bona fide potential investors, and each Party may disclose such information to its lenders, attorneys, accountants, and other personal advisors solely for use in connection with their representation of the Party regarding this Agreement, on condition that the receiving Party informs each such person who has access to the confidential information of its confidential nature and that confidentiality terms under this Agreement apply to them.

10. **Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY SPECIAL, INDIRECT, NON-COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR BUSINESS INTERRUPTIONS, WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT OR STRICT LIABILITY, BUT EXCLUDING FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OR OTHERWISE, ARISING OUT OF THIS AGREEMENT.

11. **Notices.** All notices or other communications required or permitted by this Agreement, including payments to KMP, shall be in writing and shall be deemed given when personally delivered, 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 KMP:

Kentucky Mountain Partnership, Inc.  
Attn: Winfred C. Smith  
847 KY Hwy 28  
Hazard, KY 41701  
Telephone No.:

If to Aurora Solar:

Aurora Solar LLC  
Attn: Contract Administration  
1125 NW Couch, Suite 700  
Portland, Oregon 97209  
Telephone No : (503) 796-7000

With copy to:

Aurora Solar LLC  
Attn: Land Management  
1125 NW Couch, Suite 700  
Portland, Oregon 97209  
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 Section.

**12. No Third-Party Beneficiaries.** This Agreement is intended for the benefit of the parties hereto and is not intended to and does not confer any benefit on any third party.

**13. Choice of Law.** This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflicts of laws principles.

**14. Waiver of Jury Trial.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF THE PARTIES HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND IN CONNECTION WITH ANY CLAIM, COUNTERCLAIM OR DEFENSE ASSERTED AT ANY TIME BY OR AGAINST A PARTY TO THIS AGREEMENT.

**15. Counterparts.** This Agreement may be executed in counterparts, whether original or email, each of which will have the effect of and be considered as an original of this Agreement.

**16. Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces any provisions on the same subject contained in any other agreement between the Parties, whether written or oral, prior to the Effective Date. This Agreement may be amended, modified, or waived only by a writing signed by both Parties.

**17. Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent, such consent not to be unreasonably delayed, conditioned or withheld,

except that Aurora Solar has the right to assign this Agreement to affiliated entities upon notice to KMP.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**Aurora Solar:**

**Aurora Solar LLC,**  
an Oregon limited liability company

LEGAL  
9/2

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

By: Stephanie Lapier  
Printed Name: Stephanie Lapier  
Title: Authorized Representative

**KMP:**

**Kentucky Mountain Partnership, Inc.,**  
a Kentucky corporation

Winfred C. Smith  
Name: Winfred C. Smith  
Title: President

**EXHIBIT A**

**Form of Assignment and Assumption Agreement**

**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. Bengtson-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**Assignment and Assumption AGREEMENT**

by and between

KENTUCKY MOUNTAIN PARTNERSHIP, INC, a Kentucky corporation  
as the Assignor

and

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

Dated June 21, 2022

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THIS LEASE AGREEMENT, made and entered into this the 6th day of May 1999 by and between Frona C. Begley of 297 S. Main Street, Apt. 2, Winchester, Clark County, Kentucky party of the first part, hereinafter called the "Lessor" and Kentucky Mountain Partnership, Inc., a Kentucky Corporation with its principal offices at 847 Ky. Hwy. 28, Hazard, Kentucky, hereinafter called the "Lessee".

WITNESSETH

That for and in consideration of the mutual promises and obligations of the parties hereto and in further consideration of the payment of the rentals and royalties hereinafter provided for, and the performance and observation of the terms, conditions, covenants, stipulations, and agreements herein set forth to be performed and observed by Lessee, Lessor does hereby let and lease to Lessee, for a term of Five (5) years, commencing upon execution of this Lease, unless sooner terminated as hereinafter provided for, the right and privilege to surface, strip mine or auger all of the mineable and merchantable coal contained in and on Lessor's property as described in Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto the Lessee, with covenants of General Warranty.

Together with exclusive rights of ingress and egress, to enter upon, mine and remove said coal and utilize the surface estate for any and all purposes, provided however Lessee agrees that there shall be no disturbance of the surface on the riverside below the cow cliffs.

This Lease is subject to the following terms, conditions, covenants, stipulations, and agreements, which the Lessee covenants to and with the Lessor faithfully to keep and perform.

ARTICLE I

Lessee agrees to pay to Lessor as advance royalties the sum of [REDACTED] per year for each and every year this Lease is in effect. Upon the commencement of a mining operation on the demised premises these advance royalty payments shall cease and advance royalties paid shall be recoupable by Lessee from Lessor from the royalties paid for coal mined on the demised property.

## ARTICLE II

The Lessee shall pay or cause to be paid to the Lessor a minimum, actual royalty of [REDACTED] per ton, for each and every [REDACTED] pounds mined and removed from the above described tracts, or used or sold thereon or therefrom.

There is coal underlying the Leased Premises which the Lessor does not own. Lessee agrees to pay Lessor the sum of [REDACTED] per ton, for each and every [REDACTED] pounds of such coal mined and removed from the Leased Premises, except deep mine coal below the cow cliffs is not part of this agreement.

The royalty called for herein will be calculated at the end of each month and paid to the Lessor not later than the 20th day of the succeeding month by check or by money order mailed to the Lessor at 297 S. Main Street, Apt. 2, Winchester, Kentucky or at any place designated by her in writing, together with a report of the tons of coal mined during the period covered by the payment.

The Lessee, on or before the twentieth (20th) day of each calendar month, shall furnish to the Lessor a report showing the quantity of coal taken from said tracts or parcels of land, and the sale price thereof, during the preceding month, using the weights at the tippie furnished by the railroad company over whose railroad the coal is shipped for all coal that is shipped direct from the mine to purchaser, and if coal shall be taken and shall not be shipped by rail, the quantity thereof shall be ascertained by scale weight, truck weight, or such other manner satisfactory to the Lessor. Lessor and her authorized agents, shall have free access at all reasonable times to the books and the records of the Lessee to check tonnage shipped and sold, If they so desire, for the purpose of making calculations of the amount of royalties due under the terms hereof.

### ARTICLE III

The term "mineable and merchantable coal", means coal, which reached in the prosecution of the Lessee's operations hereunder, can be mined and sold at a reasonable profit by the use of machinery and methods which, at the time, are modern and efficient.

### ARTICLE IV

The Lessee will keep accurate accounts of all coal mined from said lands and will report the total tons of coal mined to the Lessor. And as herein set forth, Lessee shall furnish to Lessor the rights furnished by the railroad company over whose railroad the coal is shipped, at its first weighing point, for all coal shipped by rail, and if coal shall be taken and not shipped by rail, the quantity thereof shall be ascertained by scale weight, truck weight, or such other manner satisfactory to the Lessor. In the event coal taken from said tracts or parcels of land is intermingled with other coal at the tippie, then, and in that event, the coal taken from said tracts or parcels of land shall be ascertained by scale weight, truck weight, or other manner satisfactory to the Lessor.

In the event Lessee's reported tonnage is less than [REDACTED] of Lessor's calculation tonnage as determined from actual pit inspections, then the parties shall make every effort to resolve such differences. If they fail to do so within thirty (30) days, then, if requested by the Lessor, two disinterested persons, one to be chosen by each of the parties hereto, and in case of disagreement, those two shall choose a third, and the third thus chosen or a majority of them, shall value and determine the correct tonnage. Upon such determination, if additional royalties are due and payable to Lessor, then Lessee shall pay such royalties to Lessor within ten (10) days of such determination.

### ARTICLE V

The Lessee shall keep books of account of the mining, using, selling and shipping of coal mined hereunder, and said books shall be open at all reasonable times for the inspection of Lessor, her agents or attorneys, or other persons in her behalf, for the purpose of comparing and verifying the reports rendered by the Lessee herein, or for obtaining information as to the mining, using, shipping, and selling said coal and the prices paid therefor during any period.

## ARTICLE VI

The Lessor, her agents, engineers, attorneys or other persons in her behalf, shall at all reasonable times have the right and privilege of entering the works and mines of the Lessee, in order to inspect, examine, survey or measure the same or any part thereof, or for any lawful purpose, and for these purposes, to use freely the means of access to said works and mines without hindrance or molestation, and the Lessee shall furnish at its expense an employee and transportation and conduct the agent of Lessor through said works and mines of the Lessee.

## ARTICLE VII

No waiver of any one or more violations of the covenants of this Lease shall be considered as a waiver or estoppel of any subsequent violations of any of the covenants of this Lease.

## ARTICLE VIII

The Lessee shall, in accordance with plans of mining and description thereof, as provided herein, work and mine said coal in the most effectual, workmanlike, and proper manner, according to the most approved and suitable methods of modern mining, and in such manner as to ultimately recover the greatest possible amount of coal except as hereinafter provided, and in such manner that the mining of said coal shall not injure or destroy any other vein or seam of coal or prevent the convenient or proper mining of the coal therefrom, or interfere with the proper exercise of the rights and privileges hereinbefore excepted and reserved to the Lessor; and shall comply in every respect with the laws of the State of Kentucky, of its political subdivisions, and of the United States, now existing or hereafter passed, regulating the management and operation of coal mines.

## ARTICLE IX

It is understood that the Lessee will provide the proper type mining equipment to mine coal herein leased on the demised premises, and will employ approved and economical methods of mining said coal. The Lessee covenants that it will obtain such recovery and mine said coal to a minimum of thickness as other responsible operators using the proper type mining equipment are currently doing in seams of coal similarly situated of comparable character, quality and marketability.

## ARTICLE X

By way of enlargement, and not by way of restriction Lessee shall have the right to enter and use so much of the surface and sub-surface of the Leased Premises as may be necessary, convenient, or useful for the exploration, mining, ventilation, drainage, transportation, cleaning, processing, or removal of the leased coal and the right to construct, operate and maintain in and upon the Leased Premises any and all buildings, structures, and improvements as may be necessary, convenient, or useful for such purposes, including, but without limitation or restriction thereby, the right to core drill, and make crop openings; the right to use sand, stone, water and gravel from the Leased Premises, free of charge; the right to construct, operate, and maintain roads, railroads, tram roads, power lines, power stations, mine openings, mine shafts, inclines, air shafts, mine drains, bore holes, ventilation fans, gas, telephone, and other public utility lines, waterlines and water drains, mine buildings mine shops, processing and cleaning plants, and water reservoirs and impoundments, and to establish refuse and waste disposal areas, and to dump refuse and waste materials thereon;

Additionally, Lessee shall have the right to deposit anywhere upon the surface or sub-surface of the Leased Premises material produced in connection with the operations hereunder, and also the right to take and use, off the Leased Premises any such material produced from the operations hereunder, for the purposes of utilizing the same in building of roads or other facilities as may be necessary or convenient for the operations of Lessee hereunder or to its operations upon adjacent or neighboring lands; Lessee shall also have the right to enter into, upon, over, through or under the Leased Premises and the leased coal and coal from adjoining or other lands, with the right to use the underground passageways made in the leased coal for the purposes of transporting the leased coal and coal from adjoining or other lands, including the right to process, clean, store, load and market coal from adjoining or other lands upon the Leased Premises.

Lessee shall have the right to use, free of charge, so much of the leased coal mined and removed hereunder, as may be necessary or convenient for fuel in connection with the operations on the Leased Premises. The time, nature, location and extent of any and all of the above activities and mining operations and the cessation and resumption thereof shall be at the total discretion of Lessee.

#### ARTICLE XI

The Lessee shall not mortgage nor assign, convey, lease, under-let, sublet or set over any of its estate, and privilege of assigning or subletting this Lease in whole or in part to any subsidiary company or affiliated company of Lessee; any subsidiary company or affiliated company of Lessee; provided, that such Lessee or subleases assume, in writing, the performance of all of the terms, conditions, and obligations of the Lease required to be performed by Lessee. No such assignment shall relieve Lessee of any of the obligations assumed by it under this Lease.

#### ARTICLE XII

All royalties, rentals, and other payments herein agreed to be paid to the Lessor, shall be due and payable, without demand made therefor, on the respective dates when due, as provided for hereinabove, and shall be deemed and treated as rents reserved upon contract by the Lessor and all remedies now or hereafter given by the laws of Kentucky to landlords for the collection of rents, shall exist in favor of the Lessor for the collection of same; and if any of said royalties, rentals, or other payments shall remain unpaid for thirty (30) days after the same become due and payable as hereinbefore provided, the Lessor shall have the right to enforce the payment of the same by the remedies given by law to landlords against delinquent tenants for non-payment of rent. In order to secure the payment of all said royalties, rentals, and other payments, and also to secure the payment of all taxes and assessments required to be paid by the Lessee under the terms of this Lease, and to secure the performance of all the terms, conditions, and obligations of this Lease to be kept and performed by Lessee, a lien is hereby expressly retained, reserved, created, given and imposed upon this leasehold and upon all tipples, buildings, structures, tracks, wire, rolling stock and machinery, and equipment of every kind, including all property, both real, personal, and mixed, placed upon the leasehold or used elsewhere in connection with this mining operation.

The Lessor shall also have the right to cancel and forfeit this Lease by reason of any royalty, rental, or other payment being in arrears, or by reason of any breach of any of the terms, conditions, covenants, stipulations, or agreements herein contained, in the same manner and with the same effect as is provided herein, or now or hereafter may be provided under the laws of the State of Kentucky.

#### ARTICLE XIII

Lessee covenants to indemnify and save harmless the Lessor against any and all claims arising directly or indirectly; from the conduct or management of Lessee's business on said leased premises, and from any work or thing whatsoever done, in, in, or about the leased premises by Lessee, its agents, servants, or assigns, and arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to the property of any person, persons, corporation or corporations, and from any and all cost, counsel fees, expenses, and liabilities incurred as a result of any such claim, accident, injury, or damage, or any action or proceeding brought thereon.

#### ARTICLE XIV

Lessor warrants generally the title to the property hereby demised, leased, and let unto the Lessee.

#### ARTICLE XV

The giving of any notice to, or the making of any demand on the Lessor under the provisions hereof, shall be sufficient, if in writing, addressed to the Lessor and deposited in the United States Mail, postage prepaid, at the following address:

Frona C. Begley  
297 5. Main Street  
Apt. 2  
Winchester, Kentucky

The giving of any notice to, or the making of any demand on the Lessee under the provisions hereof, shall be sufficient, if in writing, addressed to the Lessee, postage prepaid, and deposited in the United States Mail, to the following address:

Kentucky Mountain Partnership, Inc.  
847 Ky. Hwy. 28  
Hazard, Kentucky 41701

Ten (10) days shall be considered a reasonable notice and/or demand.

#### ARTICLE XVI

Lessee shall have the option to extend the term of this Lease for a period of five (5) years from and after the original term specified herein. Said option shall be exercised by Lessee's mailing of its notice to exercise the option to Lessor at least thirty (30) days prior to the expiration of the initial term.

Lessee shall have the option to extend the term of this Lease beyond the option term set forth above for additional one (1) year terms so long as coal is being mined from the property or Lessee pays to Lessor an annual minimum royalty of [REDACTED].

#### ARTICLE XVII

Lessee shall comply with all federal, state, and local laws and regulations now existing or hereinafter enacted and shall make all payments or deductions required thereunder. Lessee shall obtain all required mining permits and licenses and post all bonds required to conduct its operations hereunder.

#### ARTICLE XVIII

The Lessee agrees to abide by the provisions of the Worker's Compensation Law of Kentucky and the obligations set forth under the Federal Black Lung Benefit Act. In the event the Lessee qualifies as a self-insured under the terms and provisions of either or both of said Acts and/or laws, then the Lessee will have the Worker's Compensation Board and the United States Department of Labor certify said qualifications to Lessor, and, in the event there is any change in such status, the Lessee will cause Lessor to be notified. In the event the Lessee secures a policy of insurance covering its obligations under the Worker's Compensation Act and/or Federal Black Lung Benefits Act, then Lessee will have the insurer



certify that to the Lessor, and in the event there is any cancellation or change in such policy, Lessee will cause said insurer to notify said Lessor. In the event Lessee qualifies as a self-insurer and such qualification does not continue in force, or in the event the Lessee, having secured insurance covering its obligations under said Act, ceases to provide such insurance, then Lessor may immediately cancel this Lease.

#### ARTICLE XIX

It is mutually covenanted by and between the Lessor and the Lessee that all of the preceding terms, conditions, covenants, stipulations, and agreements to be performed and observed by the Lessee, and the covenant of the Lessee to perform and observe the same, shall inure to the benefit of the Lessor, and the Lessor may, by proper action at law or suit in equity, reentry, distress or other proper proceedings, enforce any and all of said terms, conditions, covenants, stipulations, and agreements and the covenants of the Lessee to perform and observe the same. In the case the Lessee shall fail in the performance or observance of any of the terms, conditions, covenants, stipulations, and agreements, and any such failure as to any of such terms, conditions, covenants, stipulations, and agreements shall continue for a period of sixty (60) days after the Lessor shall have given written notice of such default to the Lessee or shall use the lands herein described contrary to the provisions or limitations hereof and such use shall continue for a period of sixty (60) days after the Lessors shall have given written notice thereof to the Lessee, then in either or any of said events and as often as the same may occur, the said Lessor shall have the right to forfeit and terminate this Lease, and the term created thereby and all of the rights and privileges of the Lessee under this Lease, and re-enter upon the demised premises by her agent or agents and the same again have, repossess and re-enjoy it as fully as if this Lease had never been executed, but it shall not be necessary for the Lessor to make any such re-entry or to make demand upon the Lessee in order to enforce any such forfeiture, or in order to bring any action or suit to recover the demised premises; any waiver by the Lessor of any particular cause of forfeiture shall not prevent the forfeiture and cancellation of this Lease for any other cause of forfeiture or for the same cause occurring at any other time. The

remedies given in this paragraph are merely cumulative and shall not deprive the Lessor of any other legal or equitable remedies.

ARTICLE XX

All the terms, conditions, covenants, stipulations, and agreements to be performed and observed by the respective parties hereto shall be binding upon their successors, heirs and assigns, and shall inure to the benefit of the other of the said parties and their successors, heirs or assigns, and the said other party, their successors, heirs and assigns, may enforce any or all of the said terms, conditions, covenants, stipulations, and agreements.


ARTICLE XXI

(1) Kentucky Mountain Partnership as a condition of this agreement agrees to leave a road twenty (20) feet in width to the Lessors property above the cow cliffs on the river side.

(2) It is understood and agreed to place the overburden from the surface mining operations in a hollow fill on Fishtrap Creek leaving the property in a post mining state for agricultural, wildlife or recreational use.

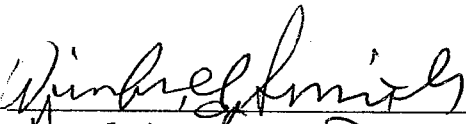
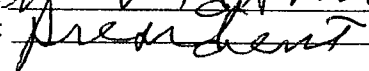
IN TESTIMONY WHEREOF, witness the signatures of the parties herein, in duplicate originals, on this the day and year hereinabove written.

LESSOR:

  
FRONA C. BEGLEY

LESSEE:

KENTUCKY MOUNTAIN PARTNERSHIP, INC.

BY:   
ITS: 

STATE OF ~~KENTUCKY~~ MICHIGAN *JB*

COUNTY OF MACOMB

The foregoing Lease was subscribed, sworn to and acknowledged before me by Frona C.

Begley on this the 6 day of MAY 1999.

JULIE BOIKE  
Notary Public, Macomb County, MI  
My Commission Expires May 17, 2000

My Commission Expires: \_\_\_\_\_

*Julie Boike*  
\_\_\_\_\_  
NOTARY PUBLIC STATE AT LARGE

STATE OF KENTUCKY

COUNTY OF Perry

The foregoing Lease was subscribed, sworn to and acknowledged before me by Wendell

Scott of Kentucky Mountain Partnership, Inc. on this the 20 day of May, 1999.

My Commission Expires: 2/17/2000

*Wendell Scott*  
\_\_\_\_\_  
NOTARY PUBLIC STATE AT LARGE

## CONSENT AND ADDENDUM

THIS AGREEMENT is made and entered into as of the 15<sup>th</sup> day of Feb., 2003 by and between FRONA C. BEGLEY of 297 South Main Street, Apartment 2, Winchester, Kentucky 40391, hereinafter referred to as Lessor, and KENTUCKY MOUNTAIN PARTNERSHIP, INC., a Kentucky corporation, with an office located at 847 Highway 28, Hazard, Kentucky 41701, hereinafter referred to as Lessee.

### WITNESSETH:

That for and in consideration of the sum of [REDACTED] and other good and valuable consideration, the sufficiency of which is acknowledged, and the mutual promises, covenants and conditions hereinafter set forth, the parties hereby agree as follows:

1. Lessor and Lessee entered into a lease agreement dated May 6, 1999 (the "Lease") by which Lessor granted unto Lessee the right to mine and remove certain coal from property owned by Lessor and located in Perry County, Kentucky (the "Frona Begley Property"). Lessor hereby gives her consent for Lessee to sublease all of its rights under the Lease to Pine Branch Coal Sales, Inc.

2. The Lease refers to an attached Exhibit A for a description of the property covered by the Lease (identified herein as the "Frona Begley Property"). However, by oversight, no such Exhibit A was attached. Lessor and Lessee hereby agree that the Frona Begley Property is (i) the same property described in that certain deed from Marie Colwell and Denver Colwell, her husband, to Earl Begley and Frona Begley, his wife, dated November 17, 1964 and recorded in Deed Book

131, Page 460, records of the Perry County Clerk, and (ii) depicted on the map attached as Exhibit A hereto. This agreement shall be considered an addendum to the Lease which is entered into for the purpose of defining the property covered by the Lease (as well as consenting to the aforementioned sublease).

3. All other terms and provisions of the Lease and shall remain in full force and effect.

**IN TESTIMONY WHEREOF**, the parties have set their hands hereto this the day and year first above written.

LESSOR:

*Frona C. Begley*  
FRONA C. BEGLEY

LESSEE:

**KENTUCKY MOUNTAIN PARTNERSHIP, INC.**

BY: *Wendell Smith*  
ITS: *President*

STATE OF KENTUCKY

COUNTY OF Perry

The foregoing instrument was acknowledged before me on this the 15 day of February, 2003 by **Frona C. Begley**.

My Commission Expires: 2-18-04

Dexter Howard  
NOTARY PUBLIC

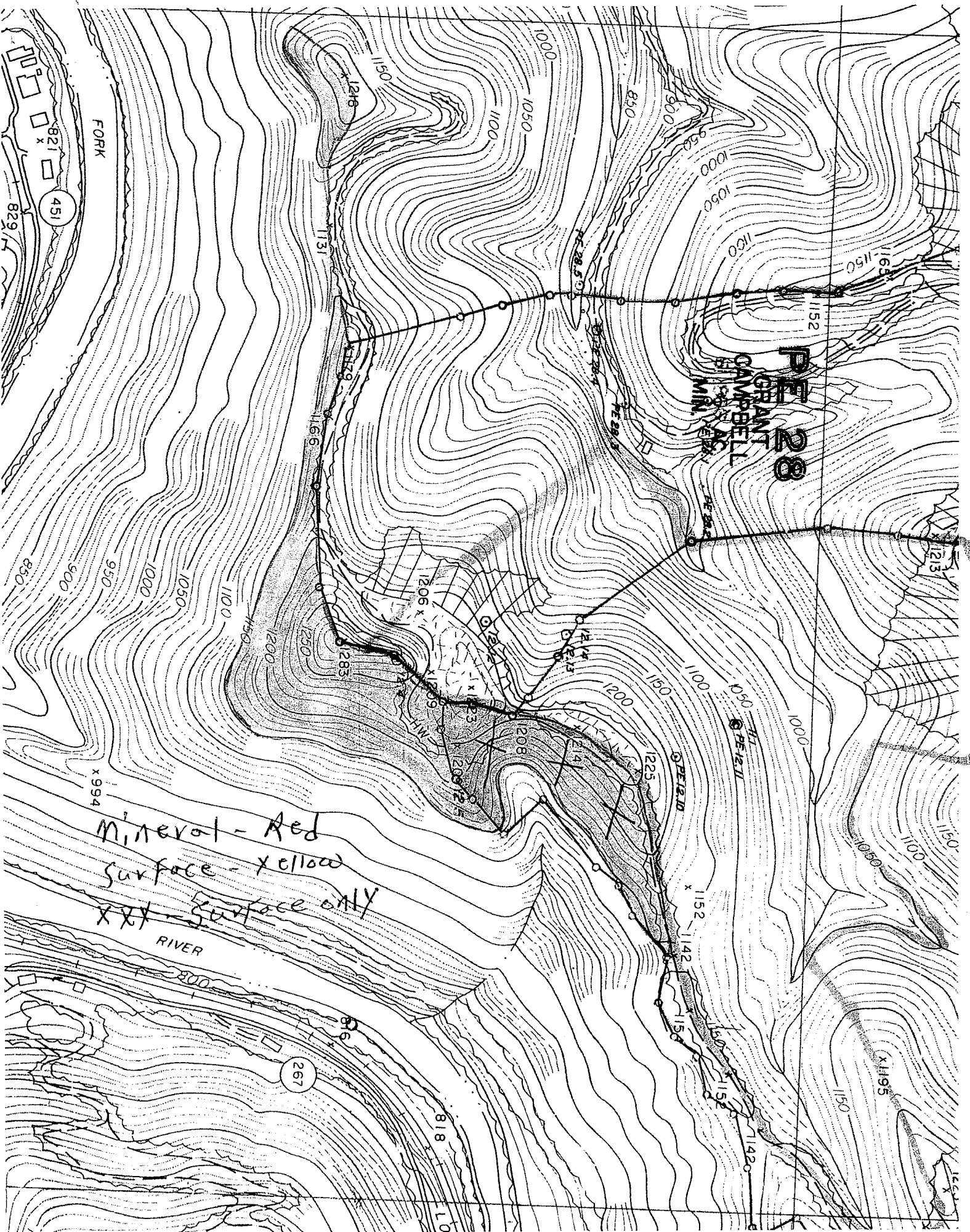
STATE OF KENTUCKY

COUNTY OF Perry

The foregoing instrument was acknowledged before me this 15 day of February, 2003 by Winfred Smith, who is the President of **Kentucky Mountain Partnership, Inc.**, a Kentucky corporation, on behalf of the corporation.

My Commission Expires: 2/18/04

Dexter Howard  
NOTARY PUBLIC



RATIFICATION AND AMENDMENT  
OF LEASE AGREEMENT

This Ratification and Amendment of Lease Agreement (herein "Agreement") is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between Earl C. Begley, Jr. and hereinafter "Lessor" and Kentucky Mountain Partnership, Inc., a Kentucky corporation, hereinafter "Lessee".

WITNESSETH:

Whereas the Lessor is the owner of the real property located in Perry County, Kentucky as described in Exhibit "A" hereto by inheritance from Earl C. Begley and Frona Cornett Begley per their Wills which are of record in Will Book 20, Pages 207 and 213 in the Perry County Clerk's Office, by the deeds from Brenda Treadwell and James Treadwell, her husband and Owen D. Begley, Jr., single, of record in Deed Book 307, Pages 655 and 660, and

Whereas the interest of Frona Begley was subject to a Lease Agreement ("Lease") between Ms. Begley and the Lessee dated May 6, 1999, and

Whereas the Lessor and Lessee amended the Lease by an agreement set forth in a letter from Lessee to Lessors dated August 10, 2004 and executed by the Lessors and Lessee, and

Whereas Lessor and Lessee have acknowledged and agreed that the Lease has remained in full force and effect since that time, and

Whereas the Lessor and Lessee wish to clarify the Lease by amending the same to resolve some ambiguity about the intent of the Lease, revise the description of the real estate being leased, change the amount of the rentals to be paid and to extend the term of the Lease,



Now, for and in consideration of the terms and conditions of the Lease as amended and the compensation to be paid pursuant to those terms the Lessor and Lessee hereby ratify the Lease and amend the same as follows:

1. The Lease was intended to and grants the Lessee the continuing right to use the surface of the property for any and all purposes including, but not limited to, the establishment of a solar farm on the leased property.
2. The property being leased is all of the land lying above the cow cliffs which the parties agree is approximately 200 acres, more or less.
3. The Lessee shall have the right to sublet the surface rights granted by the Lease provided the Sublessee assumes, in writing, the performance of all the terms, conditions and obligations of the Lease required to be performed by the Lessee.
4. The term of the Lease shall be for five years from and after May 1, 2020. The Lease shall automatically extend for up to ten (10) additional five year terms unless the Lessee notifies the Lessor in writing prior to the renewal date of each term that it is terminating the Agreement.
5. Lessee shall pay to Lessor the sum of [REDACTED] annually for the leasehold rights granted by the Lease and this amendment. The initial payment shall be due on the signing of this Agreement. Subsequent payments shall be due on or before May 1<sup>st</sup> of each year of the initial term of the Lease and any renewal term of the same.
6. If and when any sublessee of the property commences construction of a solar farm on the premises the amount of the annual rental shall increase to [REDACTED] per acre for the premises leased. The exact amount of the acreage shall be determined by a survey of the property to be provided by the Lessee. These lease payments shall be due within thirty (30) days after the Lessee receives its Construction Period payment from the sublessee. The Lessee

shall have the right to recoup the annual minimum payments made to Lessor from the initial payment at the increased rental rate.

The rental rate provided by this paragraph shall have a [REDACTED] annual escalation which shall begin during the Extended Term as defined by any sublease of the property for a solar farm. The first adjustment according to such escalation shall be made on the first anniversary of the start of the Extended Term so that such first escalation is applied to the amount due for the second year of the Extended Term.

7. Lessor hereby certifies that all payments due and owing by Lessee under the terms of the Lease as of the date of execution of this Agreement have been paid in full.


8. Except as amended herein the Lessor and Lessee hereby ratify the terms of the Lease dated May 6, 1999 as amended by the parties by the letter of August 10, 2004 from the Lessee to the Lessors. Each of these documents is incorporated herein by reference.

9. Future lease payments and any notices required by the terms of the Lease shall be sent to the Lessor at 321 James Crowe Hollow Road, Stanton, Kentucky 40380.

Any notices sent to the Lessee shall be mailed to 847 Ky. Hwy. 28, Hazard, Kentucky.

10. All of the terms, conditions, covenants, stipulations and agreements to be performed and observed by the respective parties as set forth in the Lease, the amendment to the Lease dated August 10, 2004 and by this Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

In Witness Whereof we have set our hands on this the day and date on which our signatures are notarized.

  
EARL C. BEGLEY, JR.

KENTUCKY MOUNTAIN  
PARTNERSHIP, INC.

BY: Wimfred Smith  
ITS: President

STATE OF Florida

COUNTY OF Marion

The foregoing Ratification and Amendment of Lease Agreement was subscribed and sworn to before me by EARL C. BEGLEY, JR. on this the 20 day of May, 2020.

My Commission Expires: May 4 2024



[Signature]  
NOTARY PUBLIC  
ID NO. GG 983940

STATE OF KENTUCKY


COUNTY OF PERRY

The foregoing Ratification and Amendment of Lease Agreement was subscribed and sworn to before me by Wimfred Smith as President of KENTUCKY MOUNTAIN PARTNERSHIP, INC. on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires: May 3, 2021

Charles E. Jones Jr  
NOTARY PUBLIC  
ID NO. \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

  
FRANK C. MEDARIS, JR.  
ATTORNEY AT LAW  
P. O. BOX 7383  
HAZARD, KENTUCKY 41702

LEASES: KY. MT. PARTNERSHIP BEGLEY EARL

**THIS INSTRUMENT WAS DRAFTED BY:**

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

REGISTERED  
2023 JUL 26 10:09 AM  
REGISTRY

**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

**ACCESS EASEMENT AGREEMENT**

by and between

Lois Duff and Matthew Duff

as the Landowner

and

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

Dated July 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

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

**ACCESS EASEMENT AGREEMENT**

**THIS ACCESS EASEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of July 26th, 2023 (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 Easement.** 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**"). As of the Effective Date, there is a road that traverses a portion of the Property. This road is depicted on Exhibit B attached hereto and incorporated herein by this reference (the "**Easement Area**"). Aurora desires to utilize the Easement Area for access to and from the solar energy generation and storage project it is constructing and will operate in the vicinity of the Property (the "**Project**"). Landowner hereby grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns an easement and right of way for the purpose of ingress, egress and access over and upon the Easement Area, including pedestrian and vehicular traffic (the "**Easement**").
2. **Term.** The term of the Easement and of this Agreement shall commence on the Effective Date and shall terminate upon the date that certain Solar Energy and Energy Storage Option and Lease Agreement by and between Aurora and Landowner dated May 11, 2022, a memorandum of which was recorded in the Perry County, Kentucky Clerk's Office on June 24, 2022 in Book 76, Page 493, terminates.
3. **Payments to Landowner.** As consideration for the Easement and other rights granted in this Agreement, Aurora shall pay to Landowner the amounts set forth in Exhibit C attached hereto and incorporated herein by this reference. Exhibit C is **NOT TO BE RECORDED**.
4. **Maintenance of Easement Area.** With the exception of any damage to the Easement Area caused primarily by Landowner (which Landowner shall have responsibility for repairing),

Aurora shall have responsibility for maintaining the Easement Area in at least as good as condition as it was in on the Effective Date. Aurora may also make improvements to the Easement Area in the nature of road improvements provided such improvements are completed at Aurora's sole cost and expense and provided Aurora keeps the Easement Area free of any liens in accordance with Section 6.3.

5. **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:

5.1. Landowner's Authority. Landowner owns the Easement Area 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. All persons having any ownership or possessory interest in the Easement Area 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.

5.2. 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 Project. 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.

5.3. 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 Easement Area to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.

5.4. 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.

5.5. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Easement Area, 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.

5.6. 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 Easement Area.

5.7. 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 Easement Area; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Easement Area 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 Easement Area 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 Easement Area. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Easement Area, 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 Aurora 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.

5.8. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's Project. 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.

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

6.1. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of



the Easement Area 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.

- 6.2. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's use of the Easement Area, 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.
- 6.3. Construction Liens. Aurora shall keep the Easement Area free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Easement Area in connection with Aurora's use of the Easement Area 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.
- 6.4. 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 Easement Area.
7. 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 Easement Area 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.
8. ENCUMBRANCE OF EASEMENTS.
  - 8.1. 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.
  - 8.2. 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:

- 8.2.1. 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.
- 8.2.2. 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.
- 8.2.3. 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.
- 8.2.4. 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.

## 9. **Default and Termination.**

- 9.1. 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, at any time, effective upon thirty (30) days' written notice to Landowner.

9.2. 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.

9.3. Effect of Termination. Upon termination of this Agreement, Aurora shall, 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 Easement Area.

10. Miscellaneous.

10.1. 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  
Matthew Duff  
952 Flat Gap Road  
Bonnyman, KY 41719

If to Aurora:

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

With copy to:

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

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

- 10.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Easement Area, 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.
- 10.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Easement Area and shall run with the Easement Area. 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.
- 10.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 10.5. **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.**
- 10.6. **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.**
- 10.7. 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.

- 10.8. 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.
- 10.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

**[Signature and acknowledgment pages follow]**

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

"LANDOWNER"

By: Lois Duff  
Lois Duff

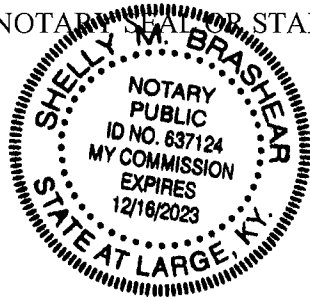
By: Matthew Duff  
Matthew Duff

COMMONWEALTH OF KENTUCKY §  
COUNTY OF Perry §

I Shelly M. Brashear, Notary Public, certify that Lois Duff 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 30TH day of JUNE, 2023.

(AFFIX NOTARY SEAL OR STAMP)



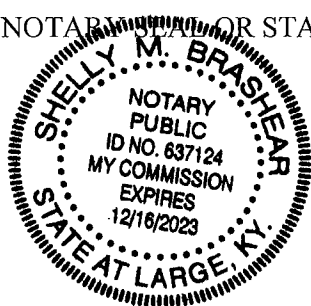
Shelly M. Brashear  
Notary Public  
My Commission Expires: 12/16/2023  
Notary ID: 637124

COMMONWEALTH OF KENTUCKY §  
COUNTY OF Perry §

I Shelly M. Brashear, Notary Public, certify that Matthew Duff 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 30TH day of JUNE, 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"

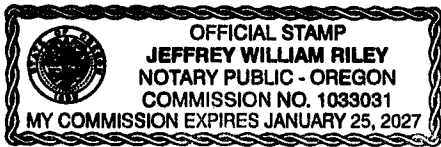
Aurora Solar LLC,  
an Oregon limited liability company

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

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

STATE OF OREGON )  
 )ss.  
COUNTY OF MULTNOMAH )

This instrument was acknowledged before me July 26th, 2023, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



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

## EXHIBIT A

### Description of the Property

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

**BEGINNING at the corner of Lonnie Duff, Claudia Fields and Lou Ann Deaton up a hill in a straight line by the deep mines running with Sam Napier line to the top of the high point around the ridge line to Lonnie Duff's line and down the hill with Lonnie Duff's line; to the corner of Lonnie Duff line, Lou Ann Deaton's line and Claudia Fields line to the beginning.**

Being the same land conveyed by Lois Duff to Lois Duff and Matthew Duff by deed dated March 10, 2022, of record in Deed Book 420, Page 723, records of Perry County Clerk's Office.



**EXHIBIT B**  
**EASEMENT AREA**



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. 430 PAGE 109.

WITNESS BY MY HAND THIS 10 DAY OF August 2023.

WAYNE NAPIER  
PERRY COUNTY CLERK

BY Conley Bates D.C.