

EXECUTION VERSION**REAL ESTATE PURCHASE, SALE AND ASSIGNMENT AGREEMENT**

This REAL ESTATE PURCHASE, SALE AND ASSIGNMENT AGREEMENT (this “**Agreement**”) is executed to be effective as of June ⁸, 2023 (the “**Effective Date**”), by and among **MERCER COUNTY SOLAR PROJECT, LLC**, a Delaware limited liability company (“**MERCER**”), and **KENTUCKY UTILITIES COMPANY**, a Kentucky corporation, and any permitted assigns (“**PURCHASER**”).

RECITALS

WHEREAS, Mercer is the current holder of that certain Real Estate Option Agreement with Ceres Farms, LLC, an Indiana limited liability company (“**Ceres Farms**”) dated effective as of October 15, 2018 (the “**406-acre Option**”) pertaining to certain real property in Mercer County, Kentucky described in Exhibit A-1 attached hereto (the “**406-acre Option Property**”), and that certain Real Estate Option Agreement with Ceres Farms dated effective as of February 20, 2019 (the “**142-acre Option**” and together with the 406-acre Option, the “**Option Agreements**”) pertaining to certain real property in Mercer County, Kentucky described in Exhibit A-2 attached hereto (the “**142-acre Option Property**” and together with the 406-acre Option Property, the “**Option Property**”).

WHEREAS, Mercer is the owner of the surface estate and fifty percent (50%) of the mineral estate of 459.209 acres of real property in Mercer County, Kentucky adjacent to the Option Property and legally described on Exhibit A-3 attached hereto (the “**Owned Property**”).

WHEREAS, Mercer desires to sell, transfer, and convey to Purchaser the Option Agreements and the Owned Property, and Purchaser desires to receive, accept, and assume the Option Agreements and the Owned Property upon terms and conditions described herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mercer and Purchaser agree as follows:

1. **Assignment of the Option Agreements**. Subject to the provisions of this Agreement, within five (5) Business Days after Purchaser obtains its CPCN Approval (as defined in Section 6.a), or such earlier date as mutually agreed to by the parties (the “**Closing Date**”), Mercer hereby agrees to assign (the “**Assignment**”) to Purchaser, and Purchaser hereby agrees to assume, all of the right, title and interest of Mercer, in, to and under the Option Agreements, including all the rights, benefits, privileges and obligations of Mercer as the “**Grantee**” thereunder. The actual Assignment shall be evidenced in a separate document in the form attached hereto as **Exhibit B** (the “**Assignment and Assumption Agreement**”). For purposes of this Agreement, “**Business Day**” shall mean any day other than a Saturday, Sunday or a day on which commercial banks are closed in the Commonwealth of Kentucky.

2. **Owned Property Sale**. Subject to the provisions of this Agreement, on the Closing Date, Mercer hereby agrees to convey all of Mercer’s right, title and interest in the Owned Property to Purchaser (the “**Real Estate Sale**”), and Purchaser agrees to purchase all of Mercer’s right, title and interest in the Owned Property from Mercer.

3. **Purchase Price.** The total “**Purchase Price**” paid by Purchaser to Mercer for the Real Estate Sale and Assignment shall be Fifteen Million Two Hundred Eighty Thousand Nine Hundred Three and 50/100 Dollars (\$15,280,903.50), which is the sum of the following:

a. The total number of acres of the Owned Property multiplied by Twenty-one Thousand Four Hundred Twenty-eight and 42/100 Dollars (\$21,428.42), for a total of Nine Million Eight Hundred Forty Thousand One Hundred Twenty-six and 06/100 Dollars (\$9,840, 126.06) (the “**Real Estate Sale Purchase Price**”), *plus*

b. The total acres of the Option Property multiplied by Nine Thousand Nine Hundred Twenty-eight and 43/100 Dollars (\$9,928.43), for a total of Five Million Four Hundred Forty Thousand Seven Hundred Seventy-seven and 45/100 Dollars (\$5,440,777.45) (the “**Assignment Purchase Price**”).

4. **Closing.** Subject to all the provisions and conditions of this Agreement, the “**Closing**” of this Agreement shall take place by remote exchange of documents, at the offices of the Title Company, or at any other place as the parties may mutually agree on the Closing Date.

5. **Real Estate Sale Title, Survey, and Diligence Matters.**

a. **Survey.** Purchaser acknowledges receipt of a survey of the Owned Property (the “**Owned Property Survey**”) and hereby accepts the Owned Property Survey as is, on the condition that Mercer deliver a “No-Change Affidavit” to the Title Company on or before the Closing Date in a form sufficient to allow the Purchaser to obtain survey coverage in the title Policy (defined below).

b. **Title.** Purchaser acknowledges receipt of a title commitment respecting the Owned Property (the “**Title Commitment**”) issued by Stewart Title Guaranty Company (the “**Title Company**”). No less than sixty (60) days prior to the Closing Date, Mercer shall deliver an update to the Title Commitment (the “**Updated Title Commitment**”). To the extent the Updated Title Commitment includes matters not shown on the Title Commitment (“**New Title Matters**”), Purchaser shall be allowed to object, in writing, to New Title Matters within ten (10) days after receipt of the Updated Title Commitment. All other matters on the Updated Title Commitment shall be deemed “**Permitted Exception**”. Within ten (10) days after notice of Purchaser’s objections to New Title Matters, Mercer may either (i) agree to remedy or cause to be remedied such objectionable matters or, (ii) notify Purchaser in writing that Mercer is unwilling or unable to remedy the objectionable matters. As to those matters Mercer agrees to remedy, Mercer shall deliver to Purchaser a revised Updated Title Commitment reflecting the same on or before the Closing Date. In the event that Purchaser is dissatisfied with the unwillingness or inability of Mercer to remedy one or more objectionable matters, and the parties do not reach mutual agreement on a resolution, including a reduction in the Purchase Price, then Purchaser may, at its election: (i) terminate this Agreement or, (ii) waive such title objections and proceed with Closing, in which event all such objectionable matters shall be deemed Permitted Exceptions.

c. Permitted Exception. Notwithstanding the foregoing, Purchaser acknowledges the residential tenancy on the Owned Property pursuant to that certain Residential-Lease Agreement dated December 12, 2022 (the “**Residential Lease**”) and such Residential Lease is hereby deemed a Permitted Exception. Ceres Farms delivered notice of termination of the Residential Lease on April 4, 2023 and it shall terminate on or before December 31, 2023.

d. Right of Entry. Purchaser may, at its expense, enter on to the Owned Property at any time prior to the Closing Date for any purpose reasonably related to the evaluation of the Owned Property, the conduct of examinations, tests, surveys, studies and other acts which Purchaser deems reasonably necessary, including a Phase I Environmental Site Assessment. Purchaser shall indemnify, defend and hold Mercer harmless from and against any and all losses, liabilities, expenses (including without limitation reasonable attorneys’ fees), claims, demands, and causes of action arising out of Purchaser’s entry on the Owned Property pursuant to this Section 5d.

6. Purchaser’s Conditions to Closing. The following are conditions to Purchaser’s obligation to purchase the Owned Property and assume the Option Agreements and may only be waived by Purchaser. If any condition fails to occur as of the Closing Date, in Purchaser’s reasonable judgment, this Agreement may be terminated by Purchaser upon written notice to Mercer.

a. Purchaser shall have obtained approval from the Kentucky Public Service Commission of its application for a Certificate of Public Convenience and Necessity (“**CPCN Approval**”) and such CPCN Approval shall include approval of construction of a 100 MWac solar project in Mercer County, Kentucky.

b. The Title Company is irrevocably committed to issue upon the Closing an ALTA Standard Owner’s Policy of Title Insurance, insuring Purchaser as owner of the Owned Property subject only to the Permitted Exceptions in the amount of the Real Estate Sale Purchase Price (the “**Title Policy**”).

c. Mercer has validly exercised the option to purchase the 406-acre Option Property pursuant to the 406-acre Option Agreement on or before October 15, 2023 specifying a closing date no earlier than January 10, 2024 and, pursuant to the terms thereof, has deposited \$100,000 with the Title Company as the “**406-acre Option Initial Deposit.**”

d. Mercer has delivered on or before the Closing Date, Mercer’s Closing Deliverables (defined in Section 8.a).

7. Mercer’s Condition to Closing. Mercer’s obligations to sell the Owned Property and assign the Option Agreements to Purchaser is conditioned upon Purchaser delivering the Purchaser Closing Deliverables (defined in Section 8.b). If Purchaser fails to satisfy such condition as of the closing Date, in the reasonable judgment of Mercer, this Agreement may be terminated by Mercer upon written notice to Purchaser.

8. **Closing Deliverables; Prorations.**

a. On the Closing Date, Mercer shall deliver in escrow to the Title Company the following (collectively, “**Mercer’s Closing Deliverables**”):

i. The duly executed Assignment and Assumption Agreement executed.

ii. A duly executed special warranty deed in the form attached hereto as Exhibit C (the “**Deed**”), conveying all of Mercer’s right, title and interest in the Owned Property to Purchaser, subject only to the Permitted Exceptions.

iii. A certificate with respect to Section 1445 of the Internal Revenue Code, stating, among other things, that Mercer is not a foreign entity as defined in the Internal Revenue Code and I.R.S. regulations.

iv. A duly executed copy of the closing statement showing the prorations and disbursements in connection with the Closing (the “**Closing Statement**”).

v. One or more affidavits executed by Mercer as required by the Title Company to deliver the Title Policy, including the “No Change” affidavit as referenced in Section 5.a.

vi. Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Mercer by applicable state and local law in connection with the Assignment and/or the Real Estate Sale. Mercer shall be solely responsible for any payment of transfer taxes in connection with the Assignment and/or Real Estate Sale.

vii. A duly executed, recordable termination of that certain Option Agreement, by and between Mercer and Ceres Farms, dated February 18, 2019 and recorded February 22, 2019 as Document No. 189146 in the official public records of Mercer County, Kentucky (the “**5-acre Option**”).

viii. An assignment of the 406-acre Option Initial Deposit to Purchaser in a form mutually agreeable to Mercer and Purchaser.

b. On the Closing Date, Purchaser shall deliver in escrow to the Title Company the following (collectively, “**Purchaser’s Closing Deliverables**”):

i. A duly executed original of the Assignment and Assumption Agreement.

ii. A duly executed copy of the Closing Statement.

iii. Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Purchaser by applicable state and local law in connection with the Assignment and/or the real Estate Sale.

iv. the Purchase Price, as may be adjusted pursuant to Section 6.c., in immediate, same-day U.S. federal funds.

v. \$100,000.00 as reimbursement for the 406-acre Option Initial Deposit delivered by Mercer to the Title Company in immediate, same-day U.S. federal funds.

c. Mercer shall pay all general real estate taxes levied and assessed against the Owned Property, and all installments of special assessments, if any, for the years prior to the calendar year of Closing. All such taxes and special assessments coming due and accruing during the calendar year of Closing shall be prorated between Mercer and Purchaser on the basis of such calendar year, as of the Closing Date. Purchaser shall assume and pay all such taxes and installments of special assessments accruing after the Closing Date. In addition, Mercer shall pay one-half (1/2) of the escrow fees and charges of the Title Company, the costs of the Title Policy, and all other amounts that this Agreement specifically sets forth as a cost or expense of Mercer at the Closing. Purchaser shall pay one-half (1/2) of the escrow fees and charges of the Title Company, recording fees due in connection with recording the Deed and the Assignment and Assumption Agreement, any title insurance costs in excess of the cost of the Title Policy (including the cost of any requested endorsements to the Title Policy and the costs of any extended coverage Purchaser elects to purchase), and all other amounts that this Agreement specifically sets forth as a cost or expense of Purchaser at Closing.

9. **Assignment and Assumption; Indemnity by Purchaser.** From and after the Closing Date, Purchaser will assume and agree to perform all the terms, covenants and conditions of the Option Agreements on the part of Mercer therein required to be performed by it. Purchaser shall indemnify, defend and hold Mercer harmless from and against any and all losses, liabilities, expenses (including, without limitation, reasonable attorneys' fees), claims, demands and causes of action arising out of or relating to any failure by Purchaser to fully and timely perform any duty or obligation required of Mercer under the Option Agreements which arises from and after the Closing Date.

10. **Indemnity by Mercer.** Mercer shall indemnify, defend and hold Purchaser harmless from and against any and all losses, liabilities, expenses (including, without limitation, reasonable attorneys' fees), claims, demands and causes of action arising out of or relating to any failure by Mercer to fully and timely perform any duty or obligation required of the "Grantee" under the Option Agreements, which arose and were required to be performed prior to the Closing Date.

11. **Representations and Warranties of Mercer.** Mercer represents and warrants to Purchaser, as of the Effective Date and the Closing Date, as follows:

a. Mercer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has the full right, power and authority to enter into this Agreement, and to perform all of the obligations and liabilities of Mercer required to be performed hereunder. Mercer is qualified to do business in all jurisdictions where failure to qualify would affect the ability of Mercer to perform any of its obligations under this Agreement.

b. Mercer is not a “foreign person” as defined under Section 1445(f) of the Internal Revenue Code.

c. This Agreement has been duly and validly executed and delivered by and on behalf of Mercer and, assuming the due authorization, execution and delivery thereof by and on behalf of Purchaser, constitutes a valid, binding and enforceable obligation of Mercer enforceable in accordance with its terms.

d. Mercer has not employed any broker, finder, investment banker, or financial advisor as to whom Mercer may have any obligation to pay any brokerage or finder’s fees, commissions or similar compensation in connection with the transactions contemplated hereby.

e. The Option Agreements have been duly and validly executed and delivered by and on behalf of Mercer and, assuming the due authorization, execution and delivery thereof by and on behalf of Ceres Farms, the Option Agreements constitute a valid, binding and enforceable obligation of Mercer enforceable in accordance with its terms.

f. Mercer has provided to Purchaser true, complete and correct copies of the Option Agreements. The Option Agreements have not been modified or amended in any way except as disclosed in writing or made available to Purchaser.

g. Mercer has not received any notice of default under the Option Agreements and, to Mercer’s knowledge, Mercer is not in default under the Option Agreements. To Mercer’s knowledge, Ceres Farms is not in default under the Option Agreements. To the knowledge of Mercer, there are no facts or circumstances which with the giving of notice or lapse of an applicable cure period, or both, would constitute a breach or default under the Option Agreements by Mercer or Ceres Farms. To Mercer’s knowledge, there currently exists no dispute (or any threatened dispute) between Mercer and Ceres Farms with respect to the Option Agreements.

h. All payments due and payable under the Option Agreements have been paid in full, and to Mercer’s knowledge, all obligations of Mercer under the Option Agreements required to be performed on or before the Effective Date have been properly performed by Mercer.

i. Other than this Agreement, Mercer has not transferred or assigned any interest in the Option Agreements and to Mercer's knowledge, Ceres Farms has not assigned or transferred the Option Agreements or any interest in the Option Agreements.

j. Mercer has not waived any requirements applicable to or defaults by Ceres Farms under the Option Agreements.

k. There is no pending or threatened litigation, condemnation proceeding, or annexation proceeding affecting the Owned Property and there are no governmental assessments not disclosed herein or not disclosed in the Updated Title Commitment or any agreements to convey any portion of the Owned Property, or any rights thereto, to any party other than Purchaser, including without limitation, any government or governmental agency.

l. Mercer has not used the Owned Property for the storage or disposal of any hazardous material or waste, and to the knowledge of Mercer or except as may be disclosed in the Phase I Environmental Site Assessment dated January 27, 2023 and prepared by August Mack Environmental, Inc., the Owned Property has not been identified by any governmental agency as a site upon which environmentally hazardous materials have been or may have been located or deposited.

m. Mercer has not granted any third-party rights to use or occupy the Owned Property other than as may be disclosed in the Updated Title Commitment or otherwise disclosed in writing by Mercer to Purchaser and, other than the Residential Lease or any agricultural/farm leases (which shall be required to expire by the Closing Date pursuant to Section 11(o)(ii) below), to the knowledge of Mercer, there are no other rights to use or occupy the Owned Property held by any other third-party.

n. Mercer is the owner of fifty percent (50%) of the oil, gas, mineral, and other subsurface rights with respect to the Owned Property (the "**Owned Property Mineral Interests**") and Mercer has not leased, or otherwise granted rights to explore, extract, or develop such Owned Property Mineral Interests.

o. From and after the Effective Date until the Closing Date, Mercer shall not do any of the following without the written consent of Purchaser:

i. Sell, grant, convey or dispose of, or negotiate or contract to sell, grant, convey or dispose of the Owned Property or any part thereof; or

ii. Lease any portion of the Owned Property, other than an agricultural/farm lease so long as the term of any such agricultural/farm tenancy does not extend beyond the Closing Date.

p. Pursuant to Section 7 of the 406-acre Option, the 406-acre Option Initial Deposit is applicable to the purchase price at the closing of the 406-acre Option.

For purposes of this Agreement, the words “knowledge” or “to the knowledge of” mean and signify that no facts are actually known, without duty to further investigate, that any representation so qualified is not accurate.

12. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Mercer, as of the Effective Date and the Closing Date, as follows:

a. Purchaser is a Kentucky corporation duly organized, validly existing and in good standing under the laws of the State of Kentucky and has the full right, power and authority to enter into this Agreement, and to perform all of the obligations and liabilities of Purchaser required to be performed hereunder.

b. This Agreement has been duly and validly executed and delivered by and on behalf of Purchaser and, assuming the due authorization, execution and delivery thereof by and on behalf of Mercer, constitutes a valid, binding and enforceable obligation of Purchaser enforceable in accordance with its terms.

c. Neither the execution and delivery hereof, nor the taking of any action contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Purchaser is a party, or by which Purchaser is a party or otherwise bound.

d. Purchaser has not employed any broker, finder, investment banker, or financial advisor as to whom Mercer may have any obligation to pay any brokerage or finder’s fees, commissions or similar compensation in connection with the transactions contemplated hereby.

e. Purchaser and its affiliates are not in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the “Executive Order”) (collectively, the “Anti-Money Laundering and Anti-Terrorism Laws”). Purchaser and its affiliates are not acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons that appear on the Annex to the Executive Order, or are not included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Purchaser and its affiliates do not (i) conduct any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (ii) deal in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Purchaser and any person or entity controlling or

controlled by Purchaser, is not a country, territory, individual or entity named on any of (x) the lists maintained by the United States Department of Commerce (Denied Persons and Entities), (y) the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and (z) the lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties) (collectively, “Government Lists”), and the monies used by Purchaser in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

13. **Survival.** Except as otherwise set forth herein, all representations and warranties and indemnifications, as well as the confidentiality and non-disclosure provisions contained herein, shall survive for a period of fifteen (15) months after the Closing Date.

14. **Condemnation.** If before Closing, all or any part of the Owned Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Owned Property or any part thereof, or if all or any part of the Owned Property is destroyed or materially damaged after the Due Diligence Period, Mercer shall promptly provide written notice to Purchaser of any such event. Upon notice of such occurrence, Purchaser may, by written notice to Mercer within ten (10) days after receiving Mercer’s notice, terminate this Agreement. Unless this Agreement is so terminated, it shall remain in full force and effect, and Mercer shall at Closing assign and transfer to Purchaser all of Mercer’s right, title and interest in and to any condemnation proceeds; provided, however, that Mercer shall not be obligated to reduce the Purchase Price by any specific amount. The provisions of this paragraph shall survive Closing or termination of this Agreement.

15. **Post-Closing Covenant and Indemnity.** Purchaser promises, agrees, and covenants that Purchaser, and its successors and assigns, shall not cause the commercial generation or production of electricity from facilities installed on the 406-acre Option Property and/or the Owned Property (collectively, the “**Restricted Property**”) from and after the Closing Date until January 10, 2026. Purchaser shall indemnify and defend Mercer or its affiliates from any and all claims, costs, liabilities or obligations arising out of or related in any manner to Purchaser, or its successors and assigns, breach or failure to comply with the terms, covenants, and provisions of this Section 15. This Section 15 shall survive until January 10, 2027.

16. **Default; Remedies.** Mercer or Purchaser shall be in default under this Agreement if either fails to comply with any material covenant, agreement, or obligation of this and such default continues for more than thirty (30) days after written notice of the default from the non-defaulting party. Following an uncured default, the following remedies shall apply:

a. If Mercer defaults, Purchaser may, as its sole remedy either (i) specifically enforce this Agreement, or (ii) terminate this Agreement by written notice to Mercer. The right to specific enforcement or termination of this Agreement are the sole and exclusive

remedies of Purchaser and Purchaser hereby waives any right to recover damages suffered by Purchaser or the right to pursue any other available remedy at law or in equity.

b. If Purchaser defaults, Mercer may terminate this Agreement by written notice to Purchaser and, at Mercer's option, and pursue any remedy and damages available at law or in equity.

17. **Notices.** Any notice to be given to a party hereunder shall be in writing and shall be effective when delivered (a) personally, (b) mailed by nationally recognized overnight delivery service, addressed to the recipient at the appropriate address first set forth below, or (c) by electronic mail upon written confirmation of electronic receipt. Either party may change its address for notice by written notice thereof to the other party. The notice address of each party shall be as follows

If to Purchaser at: Kentucky Utilities Company
Paul Weis, Manager Real Estate & Right of Way
820 West Broadway
Louisville, KY 40202
Email: paul.weis@lge-ku.com

If to Mercer at: Mercer County Solar Project, LLC
ATTN: Aaron Lipscomb
422 Admiral Boulevard
Kansas City, Missouri 64160
Email: alipscomb@savionenergy.com

18. **Counterparts; Facsimiles; Electronic Transactions.** This Agreement may be executed in duplicate counterparts, all of which together shall constitute a single instrument, and each of which shall be deemed an original of this Agreement for all purposes, notwithstanding that less than all signatures appear on any one counterpart. Delivery of an executed counterpart of this Agreement with electronic signatures (including signatures through DocuSign or a similar service) or scanned copies of signatures by electronic transmission in either Tagged Image File Format ("TIFF") or Portable Document Format ("PDF") shall be equally effective as delivery of a manually executed counterpart hereof.

19. **Governing Law.** This Assignment shall be governed by the laws of the State of Kentucky without regard to any principles of conflict of laws that would result in the law of another jurisdiction governing this Agreement.

20. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and permitted assigns.

21. **Severability.** The invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity of enforceability of any of the other provisions of this Agreement.

22. **Section Headings.** The various section headings in this Agreement are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

23. **Exhibits.** All Exhibits attached to, and to which reference is made in, this Agreement are incorporated into, and shall be deemed a part of this Agreement.

24. **Entire Agreement.** This Agreement is the entire agreement of Mercer and Purchaser with respect to the Assignment and Real Estate Sale, containing all of the terms and conditions to which Mercer and Purchaser have agreed. This Agreement supersedes and replaces entirely all previous oral and written understandings, offers, counter offers, letters of intent, acceptances, if any, of Mercer and Purchaser respecting the Assignment and Real Estate Sale.

25. **Time.** Time is of the essence in this Agreement and each and every provision of this Agreement.

26. **Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between Mercer and Purchaser. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

27. **WAIVER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT, WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL ANY PARTY, OR ITS AFFILIATES OR ITS AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF, RELATE TO, OR ARE OTHERWISE ATTRIBUTABLE TO THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF DUTIES HEREUNDER; PROVIDED, HOWEVER, THAT NOTHING IN THIS SECTION SHALL LIMIT PURCHASER'S LIABILITY UNDER ITS INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THIRD PARTY CLAIMS AS TO WHICH PURCHASER IS OBLIGATED TO PROVIDE INDEMNIFICATION OR CLAIMS UNDER SECTION 14.**

28. **Confidentiality.** Mercer and Purchaser shall not disclose the terms and conditions contained in this Agreement and shall keep the same confidential, provided that each may disclose the terms and conditions of this Agreement (a) as required by law (including, without limitation, any required SEC filings), (b) to consummate the terms of this Agreement (including to Ceres Farms and the Title Company), or any financing relating thereto, and (c) to the parties' affiliates,

prospective lenders or lenders, investors, property managers, attorneys and accountants. Each party shall use its reasonable efforts to prevent its attorneys, partners, accountants, lenders, brokers, investors and agents, if any, from divulging any such confidential information to any unrelated third parties except as reasonably necessary to third parties engaged by Purchaser for the limited purpose of analyzing and investigating such information for the purpose of consummating the transaction contemplated by this Agreement. After the Closing Date, the parties may disclose that the transactions contemplated hereby have occurred.

[Remainder of this page blank; signature page follow]

IN WITNESS WHEREOF, the Mercer, intending to be legally bound, has caused this Agreement to be duly executed as of the date first written above.

MERCER COUNTY SOLAR PROJECT, LLC,
a Delaware limited liability company

DocuSigned by:
By: Nick Lincoln
Name: NICK LINCOLN
Its: President

DocuSigned by:
By: Scott Zimet
Name: SCOTT ZIMETZ
Its: Authorized Person

IN WITNESS WHEREOF, Purchaser, intending to be legally bound, has caused this Agreement to be duly executed as of the date first written above.

Kentucky Utilities Company,
a Kentucky corporation

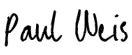
DocuSigned by:

By: Paul Weis
Name: PAUL WEIS
Its: 6/8/2023 | 9:40 AM EDT
Manager, Real Estate & Right of Way

EXHIBIT A-1**Legal Description of the 406-acre Option Property**

The following real property located in the County of Mercer, Commonwealth of Kentucky:
Beginning at an iron pin set (5/8 inch x 18 inch steel rebar with aluminum survey cap stamped PLS #3816, as is typical for all set corner monuments), said pin located on the north edge of right-of-way of Jackson Pike, 20 feet North of the centerline and located on the east edge of right of way of Norfolk Southern Railroad, 100 feet from the center of the railroad tracks, being North of Harrodsburg in Mercer County, Kentucky and being the Point of Beginning for this description; Thence leaving the railroad right-of-way and with the right-of-way of Jackson Pike for the following three (3) courses:

South 84°54'14" East 709.31 feet to a point, South 83°44'44" East 513.67 feet to a point, South 85°04'00" East 393.29 feet to an iron pin set, said pin being the Southwest corner of Green (Deed Book 204, Page 277); Thence leaving the right of way of Jackson Pike and with Green North 04°59'59" East 460.19 Feet to an iron pin found (PLS #3816), said pin being the southwest corner of Moonshadow Holdings, LLC (Plat File C-644); Thence leaving Green and with Moonshadow Holdings, LLC for the following two (2) courses: North 05°06'21" East 1155.73 feet to an iron pin found (PLS #3816), South 86°06'11" East 379.01 feet to an iron pin found (PLS #3816), said pin being in the west boundary of the John Keller Estate (Deed Book 76, Page 326); Thence leaving Moonshadow Holdings, LLC and with the John Keller Estate for the following three (3) courses:

North 09°46'22" West 912.99 feet to an iron pin set, South 89°57'37" East 2192.00 feet to an iron in set, South 04°20'07" East 945.10 feet to an iron pin set, said pin being the Northwest corner of John Keller (Deed Book 114, Page 491); Thence leaving the John Keller Estate and with John Keller North 83°38'56" East 744.68 feet to an iron pin set, said pin being the Southwest corner to Von Borries (Deed Book 217, Page 652); Thence leaving John Keller and with Von Borries for the following four (4) courses: North 03°43'02" West 866.08 feet to an iron pin set, North 03°03'54" East passing an iron witness pin set at 259.46 feet and continuing a total distance of 259.85 feet to a wood post, North 03°13'10" East 417.81 feet to an iron pin set, South 75°11'31" East 1039.87 feet to a pipe found (no cap), said pipe located on the west edge of right-of-way of U.S. Highway 127; Thence leaving Von Borries and with the right-of-way of U.S. Highway 127 along a curve to the left with arc length 150.66 feet, radius 11,385.00 feet, chord length 150.66 feet, chord bearing North 01°01'35" East and tangent 75.33 feet to an iron pin set, said pin located on the west right-of-way of Hudson Lane;

Thence leaving U.S. Highway 127 and with the right-of-way of Hudson Lane for the following seven (7) courses: along a curve to the left with arc length 132.75 feet, radius 1875.08 feet, chord length 132.73 feet, chord bearing North 17°31'53" West and tangent 66.41 feet to a point, North 89°59'22" West 4.29 feet to a point, along a curve to the left with arc length 11.96 feet, radius 11,340.00 feet, chord length 11.96 feet, chord bearing North 00°01'11" West and tangent 5.98 feet to a point, along a curve to the left with arc length 404.78 feet, radius 1875.08 feet, chord length 403.99 feet, chord bearing North 26°07'57" West and tangent 203.18 feet to a point, North 32°19'00" West 218.10 feet to an iron pin set, South 57° 41'00" West 15.00 feet to an iron pin set, North 32°20'09" West 529.36 feet to an iron pin found (PLS #3432), said pin being the southeast

corner to Auxier (no deed found, reference Plat File B-567), and located 50 feet from center of Hudson Lane;

Thence leaving Hudson Lane and with Auxier for the following three (3) calls: South $89^{\circ}38'15''$ West 3533.78 feet to an iron pin found (PLS #3432), North $00^{\circ}42'44''$ West 734.24 feet to an iron pin found (PLS #3432), North $00^{\circ}05'19''$ West 1717.01 feet to an iron pin set, said pin being on the South boundary of Strickland (Deed Book 186, Page 488); Thence leaving Auxier and with Strickland North $85^{\circ}19'49''$ West 1504.58 feet to an iron pin set, said pin located on the east right-of-way of Norfolk Southern Railroad, and located 33 feet from the center of railroad tracks at a fence post found; Thence leaving Strickland and with the right-of-way of Norfolk Southern Railroad for the following five (5) courses: South $02^{\circ}05'53''$ West 4673.06 feet to an iron pin set, along a curve to the right with arc length 906.36 feet, radius 11,497.46 feet, chord length 906.12 feet, chord bearing South $04^{\circ}21'23''$ West and tangent 453.41 feet to a 20 inch diameter hackberry tree (witness pin set 1.61 feet North of hackberry tree), South $06^{\circ}36'53''$ West 543.99 feet to an iron pin set, said pin located 33 feet from the center of railroad tracks, South $83^{\circ}23'07''$ East 67.00 feet to an iron pin set, said pin located 100 feet from the center of railroad tracks, South $06^{\circ}36'53''$ West 452.58 feet to the point of beginning, containing 405.068 acres by survey.

This description prepared from physical survey conducted by Vantage Engineering PLC, Kendal Wise, Kentucky PLS #3816, dated December 12, 2011.

EXHIBIT A-2

Legal Description of the 142-acre Option Property

Situated in the County of Mercer, Commonwealth of Kentucky, and more particularly described as follows:

Beginning at a post in the west right of way line of the Southern Railway property corner to Preston, said point of beginning being S 6 deg. 33' W 318.6 feet from the intersecting south right-of-way line of Jackson Turnpike and the west right-of-way line of the Southern Railway property; thence with the west right-of-way line of the Southern Railway property S 6 deg. 33' W 4643.7 feet to a post corner to Votaw; thence with Votaw N 87 deg. 30' W 1267.9 feet to a post corner to Barnett; thence with Barnett N 6 deg. 33' E 4960.0 feet to a post in the south right-of-way line of Jackson Turnpike; thence with the south right-of-way line of Jackson Turnpike S 87 deg. 30' E 717.9 feet to a post corner to Preston; thence with the division line of Preston and property hereby conveyed; S 4 deg. 35' W 200.5 feet, S 84 deg. 07' E 126.8 feet, S 1 deg. 20' E 111.6 feet, S 87 deg. 29' E 342.5 feet to the point of beginning containing 141.30 acres, more or less, this in accordance with a survey made by Charles Thomas, Registered Civil Engineer.

Parcel ID: 045.00-00029.00

EXHIBIT A-3**Legal Description of the Owned Property****Tract 1A:**

Being a portion of that property acquired by CERES FARMS, LLC by deed dated the 31st day of March, 2015 and recorded in Deed Book 343, Page 417 in the Mercer County Clerk's Office.

Being more particularly described as follows:

Beginning at an iron pin set (5/8" x 18" steel rebar with aluminum survey cap stamped PLS #3816, as is typical for all set corner monuments), said pin located on the south edge of Jackson Pike, 20 feet south of the centerline, and located on the east edge of the right-of-way of Norfolk Southern Railroad, 33 feet from the center of railroad, north of Harrodsburg in Mercer County, Kentucky and being the Point of Beginning for this description; Thence with the right-of-way of Jackson Pike for the following three (3) courses: S84°54'14"E – 777.00 feet to a point, S83°44'44"E – 513.73 feet to a point, S85°04'00"E – 19.32 feet to an iron pin set, said pin being the **True Point of Beginning for this description**; Thence continuing along the south right-of-way of Jackson Pike for the following eleven (11) courses: S85°04'00"E – 1011.69 feet to a point, S85°34'30"E – 124.99 feet to a point, S71°23'48"E – 119.07 feet to a point, S59°41'15"E – 23.10 feet to an iron pin set, S59°41'15"E – 556.30 feet to a point, S62°21'42"E – 56.46 feet to a point, S70°05'56"E – 55.09 feet to a point, S79°05'32"E – 78.88 feet to a point, S86°55'04"E – 608.47 feet to an iron pin set, S87°50'16"E – 830.68 feet to a point, N89°01'56"E – 114.30 feet to an iron pin found (PLS #2067), said pin being the northwest corner of Lloyd Jones Jr. (DB 218, PG 318); Thence leaving Jackson Pike and with Jones Jr. for the following two (2) courses: S00°52'22"W – 661.81 feet to an iron pin found (PLS #2067), S83°00'21"E – 680.70 feet to an iron pin found (PLS #2067), said pin being the southwest corner of Lloyd Jones Sr. (DB 114, PG 282); Thence leaving Jones Jr. and with Jones Sr. S84°56'24"E – 583.06 feet to an iron pin set, said pin being located on the west edge of right-of-way of US Highway 127, 88 feet west of the highway baseline; Thence leaving Jones Sr. and with the right-of-way of US Highway 127 S04°39'40"E – 739.10 feet to an iron pin set; Thence leaving US Highway 127 and across the property of Ceres Farms, LLC the following three (3) courses: N90°00'00"W – 4247.69 feet to an iron pin set, S00°00'00"E – 4254.62 feet to an iron pin set and N87°17'21"W – 2567.83 feet to an iron pin set, said pin being on the east edge of right-of-way of Norfolk Southern Railroad, 34 feet from the center of the railroad; Thence with the right-of-way of Norfolk Southern Railroad the following two (2) courses: N06°35'14"E – 886.45 feet to an iron pin found (PLS #3118) and N06°31'10"E – 2448.42 feet to an iron pin set; Thence leaving Norfolk Southern Railroad and across the property of Ceres Farms, LLC the following five (5) courses: S85°30'37"E – 841.10 feet to an iron pin set, N04°36'51"E – 428.33 feet to an iron pin set, S85°30'59"E – 487.68 feet to an iron pin set, N05°53'23"E – 1420.91 feet to an iron pin set, N07°01'36"E – 1322.44 feet to the point of beginning and containing 368.370 acres by survey.

This description prepared from a physical survey conducted by VANTAGE Engineering PLC, Kendal Wise, Kentucky PLS #3816 dated the 2nd day of March, 2023.

Tract 2:

Being a portion of that property acquired by CERES FARMS, LLC by deed dated the 31st day of March, 2015 and recorded in Deed Book 343, Page 417 in the Mercer County Clerk's Office.

Being more particularly described as follows:

Beginning at an iron pin set (5/8" x 18" steel rebar with aluminum survey cap stamped PLS #3816, as is typical for all set corner monuments), said pin located on the south edge of Jackson Pike, 20 feet south of the centerline, and located on the east edge of the right-of-way of Norfolk Southern Railroad, 33 feet from the center of railroad, north of Harrodsburg in Mercer County, Kentucky and **being the Point of Beginning for this description**; Thence with the right-of-way of Jackson Pike for the following three (3) courses: S84°54'14"E – 777.00 feet to a point, S83°44'44"E – 513.73 feet to a point, S85°04'00"E – 19.32 feet to an iron pin set; Thence leaving the right-of-way of Jackson Pike and across the property of Ceres Farms, LLC for the following five (5) courses: S07°01'36"W – 1322.44 feet to an iron pin set, S05°53'23"W – 1420.91 feet to an iron pin set, N85°30'59"W – 487.68 feet to an iron pin set, S04°36'51"W – 428.33 feet to an iron pin set, N85°30'37"W – 841.10 feet to an iron pin set, said pin located on the east edge of right-of-way of Norfolk Southern Railroad; Thence with the right-of-way of Norfolk Southern Railroad N06°31'10"E – 3196.21 feet to the point of beginning and containing 90.839 acres by survey.

This description prepared from a physical survey conducted by VANTAGE Engineering PLC, Kendal Wise, Kentucky PLS #3816 dated the 2nd day of March, 2023.

EXHIBIT B

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION OF
REAL ESTATE OPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF REAL ESTATE OPTION AGREEMENT (this “**Assignment**”) is made and entered into as of _____, 2023 (the “**Effective Date**”), by and between **MERCER COUNTY SOLAR PROJECT, LLC**, a Delaware limited liability company (“**Assignor**”) and **KENTUCKY UTILITIES COMPANY**, a Kentucky corporation (“**Assignee**”).

WHEREAS, Assignor is the current holder of that certain Real Estate Option Agreement with Ceres Farms, LLC, an Indiana limited liability company (“**Ceres Farms**”) dated effective as of October 15, 2018 (the “**406-acre Option**”) pertaining to certain real property in Mercer County, Kentucky described in Exhibit A-1 attached hereto (the “**406-acre Option Property**”) and that certain Real Estate Option Agreement with Ceres Farms dated effective as of February 20, 2019 (the “**142-acre Option**”) and together with the 406-acre Option, the “**Option Agreements**”) pertaining to certain real property in Mercer County, Kentucky described in Exhibit A-2 attached hereto (the “**142-acre Option Property**”) and together with the 406-acre Option Property, the “**Option Property**”);

WHEREAS, Assignor and Assignee have entered into that certain Real Estate Purchase, Sale and Assignment Agreement, dated June __, 2023 (the “**Agreement**”); wherein Assignor agreed to assign to Assignee, and Assignee agreed to assume from Assignor, the Option Agreements.

WHEREAS, Assignor has validly exercised the option to purchase the 406-acre Option Property pursuant to the 406-acre Option Agreement and, pursuant to the terms thereof, has deposited \$100,000 with Stewart Title Guaranty Company.

WHEREAS, Assignor and Assignee hereby desire to memorialize the Agreement with respect to the Option Agreements pursuant to this Assignment.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. **Assignment and Assumption**. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to, and under the Option Agreements, all the rights, benefits, privileges, and obligations of Assignor as the “grantee” thereunder, and all sums paid to Ceres Farms in connection with the Option Agreements. Assignee hereby accepts the assignment of, and assumes the obligations of Assignor set forth in the Option Agreements.

2. **Assignment Agreement**. This Assignment is made by Assignor and accepted by Assignee pursuant to, and subject to, the agreements and terms of the parties set forth in the Agreement and Assignee shall have such liability and obligations as set forth therein.

3. **Restrictions on Development**. As more fully set forth in the Agreement, Assignee and its successors and assigns shall be prohibited from the commercial generation or production of energy from facilities installed on the 406-acre Option Property from and after Effective Date until January 10, 2026.

4. **Governing Law**. This Assignment shall be construed and enforced in accordance with the laws of the State of Kentucky.

5. **Successors and Assigns**. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

6. **Severability**. If any provision contained in this Assignment or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each provision of this Assignment shall be separately valid and enforceable to the fullest extent permitted by law.

7. **Notice of Assignment**. A copy of this Assignment shall be sufficient notice to all persons of the assignment contained herein and may be relied upon by any third party.

8. **Counterparts; Facsimiles; Electronic Transactions**. This Assignment may be executed in duplicate counterparts, all of which together shall constitute a single instrument, and each of which shall be deemed an original of this Assignment for all purposes, notwithstanding that less than all signatures appear on any one counterpart. Delivery of an executed counterpart of this Assignment with electronic signatures (including signatures through DocuSign or a similar service) or scanned copies of signatures by electronic transmission in either Tagged Image File Format (“TIFF”) or Portable Document Format (“PDF”) shall be equally effective as delivery of a manually executed counterpart hereof.

9. **Recording**. This Agreement shall be recorded in the official public records of Mercer County, Kentucky.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:

MERCER COUNTY SOLAR PROJECT, LLC,
a Delaware limited liability company

By: _____
Aaron Lipscomb, Authorized Person

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Be it remembered that on this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, to me personally known, who being by me duly sworn did say that he/she is the _____ of Mercer County Solar Project, LLC, a Delaware limited liability company, and that the within instrument was signed and delivered on behalf of said limited liability company by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

My Commission Expires:

Notary Public in and for said County and State

[SEAL]

Print Name: _____

ASSIGNOR:

MERCER COUNTY SOLAR PROJECT, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Person

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Be it remembered that on this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, to me personally known, who being by me duly sworn did say that he/she is an Authorized Person of Mercer County Solar Project, LLC, a Delaware limited liability company, and that the within instrument was signed and delivered on behalf of said limited liability company by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

My Commission Expires:

Notary Public in and for said County and State

[SEAL]

Print Name: _____

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed as of the Effective Date.

ASSIGNEE:

Kentucky Utilities Company,
a Kentucky corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

Be it remembered that on this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, to me personally known, who being by me duly sworn did say that he/she is the _____ of Kentucky Utilities Company, a Kentucky corporation, and that the within instrument was signed and delivered on behalf of said corporation by authority thereof, and acknowledged said instrument to be the free act and deed of said corporation for the purposes therein expressed.

EXHIBIT A-1 TO ASSIGNMENT

LEGAL DESCRIPTION OF THE 406-ACRE OPTION PROPERTY

The following real property located in the County of Mercer, Commonwealth of Kentucky:
Beginning at an iron pin set (5/8 inch x 18 inch steel rebar with aluminum survey cap stamped PLS #3816, as is typical for all set corner monuments), said pin located on the north edge of right-of-way of Jackson Pike, 20 feet North of the centerline and located on the east edge of right of way of Norfolk Southern Railroad, 100 feet from the center of the railroad tracks, being North of Harrodsburg in Mercer County, Kentucky and being the Point of Beginning for this description; Thence leaving the railroad right-of-way and with the right-of-way of Jackson Pike for the following three (3) courses:

South 84°54'14" East 709.31 feet to a point, South 83°44'44" East 513.67 feet to a point, South 85°04'00" East 393.29 feet to an iron pin set, said pin being the Southwest corner of Green (Deed Book 204, Page 277); Thence leaving the right of way of Jackson Pike and with Green North 04°59'59" East 460.19 Feet to an iron pin found (PLS #3816), said pin being the southwest corner of Moonshadow Holdings, LLC (Plat File C-644); Thence leaving Green and with Moonshadow Holdings, LLC for the following two (2) courses: North 05°06'21" East 1155.73 feet to an iron pin found (PLS #3816), South 86°06'11" East 379.01 feet to an iron pin found (PLS #3816), said pin being in the west boundary of the John Keller Estate (Deed Book 76, Page 326); Thence leaving Moonshadow Holdings, LLC and with the John Keller Estate for the following three (3) courses:

North 09°46'22" West 912.99 feet to an iron pin set, South 89°57'37" East 2192.00 feet to an iron in set, South 04°20'07" East 945.10 feet to an iron pin set, said pin being the Northwest corner of John Keller (Deed Book 114, Page 491); Thence leaving the John Keller Estate and with John Keller North 83°38'56" East 744.68 feet to an iron pin set, said pin being the Southwest corner to Von Borries (Deed Book 217, Page 652); Thence leaving John Keller and with Von Borries for the following four (4) courses: North 03°43'02" West 866.08 feet to an iron pin set, North 03°03'54" East passing an iron witness pin set at 259.46 feet and continuing a total distance of 259.85 feet to a wood post, North 03°13'10" East 417.81 feet to an iron pin set, South 75°11'31" East 1039.87 feet to a pipe found (no cap), said pipe located on the west edge of right-of-way of U.S. Highway 127; Thence leaving Von Borries and with the right-of-way of U.S. Highway 127 along a curve to the left with arc length 150.66 feet, radius 11,385.00 feet, chord length 150.66 feet, chord bearing North 01°01'35" East and tangent 75.33 feet to an iron pin set, said pin located on the west right-of-way of Hudson Lane;

Thence leaving U.S. Highway 127 and with the right-of-way of Hudson Lane for the following seven (7) courses: along a curve to the left with arc length 132.75 feet, radius 1875.08 feet, chord length 132.73 feet, chord bearing North 17°31'53" West and tangent 66.41 feet to a point, North 89°59'22" West 4.29 feet to a point, along a curve to the left with arc length 11.96 feet, radius 11,340.00 feet, chord length 11.96 feet, chord bearing North 00°01'11" West and tangent 5.98 feet to a point, along a curve to the left with arc length 404.78 feet, radius 1875.08 feet, chord length 403.99 feet, chord bearing North 26°07'57" West and tangent 203.18 feet to a point, North 32°19'00" West 218.10 feet to an iron pin set, South 57° 41'00" West 15.00 feet to an iron pin set, North 32°20'09" West 529.36 feet to an iron pin found (PLS #3432), said pin being the southeast

corner to Auxier (no deed found, reference Plat File B-567), and located 50 feet from center of Hudson Lane;

Thence leaving Hudson Lane and with Auxier for the following three (3) calls: South $89^{\circ}38'15''$ West 3533.78 feet to an iron pin found (PLS #3432), North $00^{\circ}42'44''$ West 734.24 feet to an iron pin found (PLS #3432), North $00^{\circ}05'19''$ West 1717.01 feet to an iron pin set, said pin being on the South boundary of Strickland (Deed Book 186, Page 488); Thence leaving Auxier and with Strickland North $85^{\circ}19'49''$ West 1504.58 feet to an iron pin set, said pin located on the east right-of-way of Norfolk Southern Railroad, and located 33 feet from the center of railroad tracks at a fence post found; Thence leaving Strickland and with the right-of-way of Norfolk Southern Railroad for the following five (5) courses: South $02^{\circ}05'53''$ West 4673.06 feet to an iron pin set, along a curve to the right with arc length 906.36 feet, radius 11,497.46 feet, chord length 906.12 feet, chord bearing South $04^{\circ}21'23''$ West and tangent 453.41 feet to a 20 inch diameter hackberry tree (witness pin set 1.61 feet North of hackberry tree), South $06^{\circ}36'53''$ West 543.99 feet to an iron pin set, said pin located 33 feet from the center of railroad tracks, South $83^{\circ}23'07''$ East 67.00 feet to an iron pin set, said pin located 100 feet from the center of railroad tracks, South $06^{\circ}36'53''$ West 452.58 feet to the point of beginning, containing 405.068 acres by survey.

This description prepared from physical survey conducted by Vantage Engineering PLC, Kendal Wise, Kentucky PLS #3816, dated December 12, 2011.

EXHIBIT A-2 TO ASSIGNMENT

LEGAL DESCRIPTION OF THE 142-ACRE OPTION PROPERTY

Situated in the County of Mercer, Commonwealth of Kentucky, and more particularly described as follows:

Beginning at a post in the west right of way line of the Southern Railway property corner to Preston, said point of beginning being S 6 deg. 33' W 318.6 feet from the intersecting south right-of-way line of Jackson Turnpike and the west right-of-way line of the Southern Railway property; thence with the west right-of-way line of the Southern Railway property S 6 deg. 33' W 4643.7 feet to a post corner to Votaw; thence with Votaw N 87 deg. 30' W 1267.9 feet to a post corner to Barnett; thence with Barnett N 6 deg. 33' E 4960.0 feet to a post in the south right-of-way line of Jackson Turnpike; thence with the south right-of-way line of Jackson Turnpike S 87 deg. 30' E 717.9 feet to a post corner to Preston; thence with the division line of Preston and property hereby conveyed; S 4 deg. 35' W 200.5 feet, S 84 deg. 07' E 126.8 feet, S 1 deg. 20' E 111.6 feet, S 87 deg. 29' E 342.5 feet to the point of beginning containing 141.30 acres, more or less, this in accordance with a survey made by Charles Thomas, Registered Civil Engineer.

Parcel ID: 045.00-00029.00

EXHIBIT C

Form of Special Warranty Deed

SPECIAL WARRANTY DEED

THIS INDENTURE, made effective as of the ____ day of _____ 2023, by and between Mercer County Solar Project, LLC, a Delaware limited liability company, having an address of 422 Admiral Boulevard, Kansas City, Missouri 64106 (“**Grantor**”), and Kentucky Utilities Company, a Kentucky corporation, having an address of 820 West Broadway, Louisville, Kentucky 40202, which is the in-care-of address for property tax bill purposes (“**Grantee**”).

WITNESSETH, THAT in consideration of [_____ **DOLLARS (\$_____)**] and other good and valuable consideration to Grantor duly paid, the receipt of which is hereby acknowledged, Grantor does by these presents GRANT, BARGAIN, SELL, CONVEY and WARRANT unto Grantee and Grantee’s successors and assigns, the property in Mercer County, Kentucky, described in Exhibit “A” attached hereto and incorporated herein by this reference, together with all improvements thereon (collectively, the “**Property**”).

TO HAVE AND TO HOLD the Property with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, unto Grantee and Grantee’s successors and assigns, forever, Grantor hereby covenanting that Grantor is lawfully seized of an indefeasible estate in fee of the Property, that Grantor has good right to convey the same, that the Property is free and clear from any encumbrance other than the encumbrances identified on Exhibit “B” attached hereto and incorporated herein (the “**Permitted Exceptions**”), and that Grantor will warrant and defend the title to the Property unto Grantee and Grantee’s successors and assigns forever against the claims and demands of all persons whomsoever claiming by, through, or under Grantor, Grantor will WARRANT SPECIALLY the title to said Property.

CONSIDERATION CERTIFICATE

Pursuant to KRS 382.135 and first being duly sworn, Grantor and Grantee certify that the consideration reflected herein is the full consideration paid for the above-described Property. Grantee joins in the execution of this Deed for the sole purpose of certifying the amount of the consideration.

[Signature Pages Follow.]

IN WITNESS WHEREOF, Grantor and Grantee, through their respective duly authorized representatives, have caused this Deed to be executed as of the day and year first above written.

GRANTOR:

MERCER COUNTY SOLAR PROJECT, LLC

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

STATE OF _____)

_____)

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me on this ____ day of _____, 2023, by _____, as _____ of Mercer County Solar Project, LLC, a Delaware limited liability company, Grantor herein, on behalf of said company.

[AFFIX SEAL]

NOTARY PUBLIC

Notary ID No.: _____

My Commission Expires: _____

STATE OF _____)

_____)

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me on this ____ day of _____, 2023, by _____, as _____ of Mercer County Solar Project, LLC, a Delaware limited liability company, Grantor herein, on behalf of said company.

[AFFIX SEAL]

NOTARY PUBLIC

Notary ID No.: _____

My Commission Expires: _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

EXHIBIT B
DESCRIPTION OF THE PERMITTED EXCEPTIONS