

Case No. 2023-00246  
Dogwood Corners LLC  
Supplemental Response to Staff's First Request for Information

**STAFF DR 1-1:**

Submit a copy of the leases or purchase agreements, including options, separate agreements, or deeds which Dogwood Corners has entered into in connection with the proposed solar facility, including the agreements for each of the parcels of the project.

**Response:** Please refer to the attached copies of the leases or purchase agreements, including options, separate agreements, or deeds which Dogwood Corners has entered into in connection with the proposed solar facility as well as the Petition for Confidential Treatment.

**Supplemental Response Feb. 16, 2024:** Please see the attached assignment of leases.

**Witness:** Megan Stahl

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(Space Above this Line for Recorder's Use Only)

**ASSIGNMENT AND ASSUMPTION OF AGREEMENT**

This **ASSIGNMENT AND ASSUMPTION OF AGREEMENT** this (“**Assignment and Assumption**”) is made and entered into as of January 18, 2024 (“**Effective Date**”), by and between **ORIDEN LLC**, a Delaware limited liability company (“**Assignor**”) and **DOGWOOD CORNERS LLC**, a Delaware limited liability company (“**Assignee**”).

**WITNESSETH:**

**WHEREAS**, Assignor is the “Lessee”, or equivalent term, to the Agreement (individual referred to as a “**Lease**” or collectively referred to as the “**Leases**” as determined by sentence context) as more particularly described, dated and identified in **Exhibit “A”** attached hereto and incorporated herewith; wherein the respective landowning parties (as “**Landowners**”, or equivalent term under each respective Lease), granted Assignor certain real property rights to lands located in Christian County, Kentucky;

**WHEREAS**, Assignor desires to assign, and Assignee desires to assume, all of Assignor’s right, title and interest in and to the Lease(s) upon the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements contained in this Assignment and Assumption, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein by reference.
2. **Defined Terms**. All capitalized terms used herein shall have the same meanings herein as in the Leases, unless otherwise modified herein or unless the context clearly indicates otherwise.
3. **Representations of Assignor**. Assignor hereby represents and warrants to Assignee as follows: (a) that the Lease(s) are in full force and effect; (b) that Assignor is not in default of the Lease(s) and, to Assignor’s knowledge, no Assignor default currently exists nor will exist with

notice, the passage of time, or both; (c) that as to each Lease, the respective Landowner is not in default of the Lease(s) and, to Assignor's knowledge, as to each Lease, no Landowner default currently exists nor will exist with notice, the passage of time, or both; (d) that all payments due from Assignor to each respective Landowner pursuant to the Lease(s) have been paid in full.

4. Assignment of Leases. As of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor's rights, benefits, title and interest in and to the Lease(s). Assignor shall remain fully liable pursuant to the Lease(s) through the day immediately preceding the Effective Date.

5. Assumption of Leases. As of the Effective Date, Assignee hereby assumes all of Assignor's right, title and interest in and to the Leases, and Assignee expressly assumes and agrees to keep, perform, and fulfill all terms, covenants, conditions, and obligations otherwise required to be kept by Assignor under the Lease, and Assignee hereby releases Assignor from all obligations accruing under the Leases as of the Effective Date.

6. Consent by Landowner(s). Pursuant to the terms of the Leases, Assignor has the absolute right to assign all of its right, title, or interest under the Lease and, if applicable, all consent requirements have been fulfilled pursuant to the terms of the Leases.

7. Notice. For the purposes of notice under this Assignment and Assumption and as required under the Leases, the address of Assignee shall be substituted for that of Lessee as set forth in the notice sections of the Leases. The name and address of Assignee is:

**Dogwood Corners Solar LLC  
106 Isabella Street, Suite 400  
Pittsburgh, Pennsylvania 15212**

8. Binding Effect. This Assignment and Assumption and all of its terms and conditions shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

9. Entire Agreement. This Assignment and Assumption contains the entire understanding between the parties with respect to the matters contained herein. No representations, warranties, covenants, or agreements have been made concerning or affecting the subject matter of this Assignment and Assumption, except as are contained herein and in the Leases.

10. Counterparts. This Assignment and Assumption may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument.

11. Governing Law. This Assignment and Assumption shall be construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts of law principles.

**PREPARED BY AND RECORDING REQUESTED BY,  
AND AFTER RECORDING,  
RETURN TO:**

Dogwood Corners Solar LLC  
c/o Oriden LLC  
106 Isabella Street, Suite 400  
Pittsburgh, PA 15212

Contact Number: 412-235-9112

By: 

Name: Bill Miller

Title: President and CEO

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption as of the Effective Date.

**ASSIGNOR:**

**ORIDEN LLC, a Delaware limited liability company**

By: Bill Miller

Name: Bill Miller

Title: President and CEO

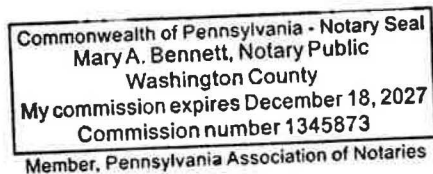
**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF ALLEGHENY )

On this 29 day of January, 2023, before me, a Notary Public, the undersigned officer, personally appeared Bill Miller, who is personally known to me, or who produced appropriate identification and acknowledged himself to be the **President and CEO** of **ORIDEN LLC**, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such entity. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary A Bennett  
Notary Public

My commission expires: 12/18/2027



**ASSIGNEE:**

**DOGWOOD CORNERS SOLAR LLC, a Delaware limited liability company**

By: Bill Miller

Name: Bill Miller

Title: President and CEO

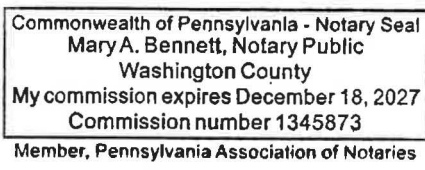
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**EXHIBIT A**

**County of Christian, Commonwealth of Kentucky**

| <b>Lease Number</b> | <b>Landowner Name(s)</b> | <b>Parcel(s)</b> | <b>Agreement Name(s)</b>                                    | <b>Effective Date of Agreement(s)</b> | <b>Recorded Book &amp; Page Number</b> |
|---------------------|--------------------------|------------------|---|---------------------------------------|--|
| KY-0001.PV.OL.006   | Patricia Houchens        | 136-0000006.00   | Option for Solar Energy Ground Lease and Easement Agreement | 12/21/2021                            | Bk. 156,<br>Pg. 150                    |

## Exhibit A-1

### Legal Description of Property

BEGINNING at large fence corner post near the colored church lot, also a corner to the 2.94 acre tract; Thence with the line of the 2.94 acre tract N 65° - 00' W 143' to a corner post; S 54° - 30' W 168' to an iron pin below the pond dam; N 45° - 00' W 200' to an iron pin; N 43° - 00' E 433' to a fence corner post in the original line; Thence N 12° - 00' W 802' to a post; Thence S 44° - 30' W 46' to a post; Thence N 15° - 00' W 142' to a post; Thence N 25° - 30' W 864' to a post; Thence N 41° - 00' W 431' to a post; Thence N 57° 00' W 866' to a corner post in a line fence; Thence S 07° - 00' E 1547' to an oak tree in a fence corner; Thence S 37° - 00' W 817' to a post; Thence S 36° - 30' E 305' to a stone; Thence with Wilson's line S 15° - 00' W 750' to an iron pin, a corner to the Dorothy Deason 14 acre tract; Thence the Dorothy Deason line and up a spring branch S 65° - 00' E 153' to a sycamore tree; S 47° - 00' E 250' to a sycamore tree; S 37° - 00' E 422' to a sugar tree at a spring; Thence S 70° - 30' E 334' to an iron pin on the west right of way of Kentucky Highway No. 107 across from the Renshaw house; Thence with said right of way N 40° - 00' E 1621' to the point of beginning. Containing 111 acres, more or less.

BEING a part of the same property conveyed to Noel Hale and Mary Hale, his wife, by Earl Wynn and Ivyl Wynn, his wife, by deed dated February 23, 1954, and recorded in Deed Book 240 at page 306, Christian County Clerk's Office. See also deed from Wynn to Hale, Deed Book 207 at page 455, and see deed from Bettye Gene Abbott and husband to Ruth Benson Hale dated December 31, 1991, and recorded in Deed Book 486 at page 352, Christian County Clerk's Office.

Said property was conveyed to Noel D. Hale and Mary Hale, his wife, by Wynn, as joint tenants with right of survivorship. The said Mary Hale died in 1960, whereupon the entire title vested in Noel D. Hale. By his will recorded in Will Book 12 at page 186, the said Noel D. Hale devised said property to his surviving wife, Ruth Wilson Hale, who is the same person as Ruth Benson Hale.

The parcel contains approximately 111 acres.

Parcel ID: 136-00 00 006.00



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**WITNESSETH:**

**WHEREAS**, Assignor is the “Lessee”, or equivalent term, to the Agreement (individual referred to as a “**Lease**” or collectively referred to as the “**Leases**” as determined by sentence context) as more particularly described, dated and identified in **Exhibit “A”** attached hereto and incorporated herewith; wherein the respective landowning parties (as “**Landowners**”, or equivalent term under each respective Lease), granted Assignor certain real property rights to lands located in Christian County, Kentucky;

**WHEREAS**, Assignor desires to assign, and Assignee desires to assume, all of Assignor’s right, title and interest in and to the Lease(s) upon the terms and conditions hereinafter set forth;

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RETURN TO:**

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106 Isabella Street, Suite 400  
Pittsburgh, PA 15212

Contact Number: 412-235-9112

  
Signature

Name: Bill Miller  
Title: CFO

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption as of the Effective Date.

**ASSIGNOR:**

**ORIDEN LLC, a Delaware limited liability company**

By: *Bill Miller*

Name: Bill Miller

Title: President and CEO

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA )  
) ) ss:  
COUNTY OF ALLEGHENY )

On this 19<sup>th</sup> day of December, 2023, before me, a Notary Public, the undersigned officer, personally appeared **Bill Miller**, who is personally known to me, or who produced appropriate identification and acknowledged himself to be the **President and CEO** of **ORIDEN LLC**, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such entity. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Earline Bugay*  
Notary Public

My commission expires: 1/23/2024

Commonwealth of Pennsylvania - Notary Seal  
Earline Bugay, Notary Public  
Beaver County  
My commission expires January 23, 2024  
Commission number 1266733  
Member, Pennsylvania Association of Notaries

**ASSIGNEE:**

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By: Bill Miller

Name: Bill Miller

Title: President and CEO

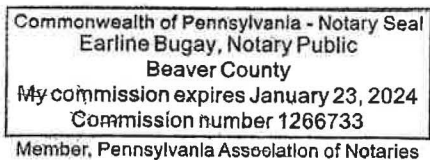
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**EXHIBIT A**

**County of Christian, Commonwealth of Kentucky**

| <b>Lease Number</b> | <b>Landowner Name(s)</b>               | <b>Parcel(s)</b> | <b>Agreement Name(s)</b>                                    | <b>Effective Date of Agreement(s)</b> | <b>Recorded Book &amp; Page Number</b> |
|---------------------|--|------------------|---|---------------------------------------|--|
| KY-0001.PV.OL.004   | Kenneth L. Miller and Joanna K. Miller | 135-0000042.00   | Option for Solar Energy Ground Lease and Easement Agreement | 05/15/2020                            | Bk. 142,<br>Pg. 331                    |

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Contact Number: 412-235-9112

  
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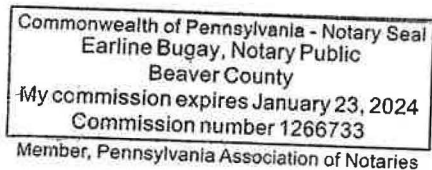
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|---------------------|-----------------------------|----------------------------------|--|---------------------------------------|--|
| KY-0001.PV.OL.005   | Panaroyal Investments, LTD. | 153-0000044.00                   | Option for Solar Energy Ground Lease and Easement Agreement              | 01/05/2021                            | Bk. 143,<br>Pg. 618                    |
|                     |                             | 153-0000045.03<br>153-0000045.02 | Amendment to Option for Solar Energy Ground Lease and Easement Agreement | 01/31/2022                            | Bk. 148,<br>Pg. 736                    |

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**ASSIGNEE:**

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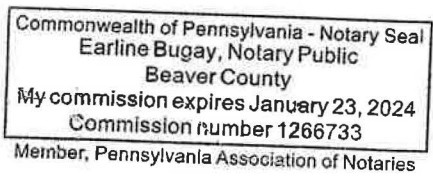
**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA     )  
  )  
COUNTY OF ALLEGHENY                    )     ss:

On this 19<sup>th</sup> day of December, 2023, before me, a Notary Public, the undersigned officer, personally appeared **Bill Miller**, who is personally known to me, or who produced appropriate identification and acknowledged himself to be the **President and CEO** of **Dogwood Corners Solar LLC**, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such entity. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Earline Bugay  
Notary Public

My commission expires: 1/23/2024



**EXHIBIT A**

**County of Christian, Commonwealth of Kentucky**

| <b>Lease Number</b> | <b>Landowner Name(s)</b>              | <b>Parcel(s)</b>                 | <b>Agreement Name(s)</b>   | <b>Effective Date of Agreement(s)</b> | <b>Recorded Book &amp; Page Number</b> |
|---------------------|---------------------------------------|----------------------------------|--|---------------------------------------|--|
| KY-0001.PV.OL.001   | Alan Craig Schamp and<br>Tammy Schamp | 153-0000033.00<br>153-0000041.00 | Option for Solar Energy Ground Lease and Easement Agreement              | 04/20/2020                            | Bk. 142,<br>Pg. 316                    |
|                     |                                       | 153-0000041.01                   | Amendment to Option for Solar Energy Ground Lease and Easement Agreement | 03/28/2022                            | Bk. 1803,<br>Pg. 1                     |

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(Space Above this Line for Recorder's Use Only)

**ASSIGNMENT AND ASSUMPTION OF AGREEMENT**

This **ASSIGNMENT AND ASSUMPTION OF AGREEMENT** this (“**Assignment and Assumption**”) is made and entered into as of December 19, 2023 (“**Effective Date**”), by and between **ORIDEN LLC**, a Delaware limited liability company (“**Assignor**”) and **DOGWOOD CORNERS LLC**, a Delaware limited liability company (“**Assignee**”).

**WITNESSETH:**

**WHEREAS**, Assignor is the “Lessee”, or equivalent term, to the Agreement (individual referred to as a “**Lease**” or collectively referred to as the “**Leases**” as determined by sentence context) as more particularly described, dated and identified in **Exhibit “A”** attached hereto and incorporated herewith; wherein the respective landowning parties (as “**Landowners**”, or equivalent term under each respective Lease), granted Assignor certain real property rights to lands located in Christian County, Kentucky;

**WHEREAS**, Assignor desires to assign, and Assignee desires to assume, all of Assignor’s right, title and interest in and to the Lease(s) upon the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements contained in this Assignment and Assumption, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. Defined Terms. All capitalized terms used herein shall have the same meanings herein as in the Leases, unless otherwise modified herein or unless the context clearly indicates otherwise.
3. Representations of Assignor. Assignor hereby represents and warrants to Assignee as follows: (a) that the Lease(s) are in full force and effect; (b) that Assignor is not in default of the Lease(s) and, to Assignor’s knowledge, no Assignor default currently exists nor will exist with

notice, the passage of time, or both; (c) that as to each Lease, the respective Landowner is not in default of the Lease(s) and, to Assignor's knowledge, as to each Lease, no Landowner default currently exists nor will exist with notice, the passage of time, or both; (d) that all payments due from Assignor to each respective Landowner pursuant to the Lease(s) have been paid in full.

4. Assignment of Leases. As of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor's rights, benefits, title and interest in and to the Lease(s). Assignor shall remain fully liable pursuant to the Lease(s) through the day immediately preceding the Effective Date.

5. Assumption of Leases. As of the Effective Date, Assignee hereby assumes all of Assignor's right, title and interest in and to the Leases, and Assignee expressly assumes and agrees to keep, perform, and fulfill all terms, covenants, conditions, and obligations otherwise required to be kept by Assignor under the Lease, and Assignee hereby releases Assignor from all obligations accruing under the Leases as of the Effective Date.

6. Consent by Landowner(s). Pursuant to the terms of the Leases, Assignor has the absolute right to assign all of its right, title, or interest under the Lease and, if applicable, all consent requirements have been fulfilled pursuant to the terms of the Leases.

7. Notice. For the purposes of notice under this Assignment and Assumption and as required under the Leases, the address of Assignee shall be substituted for that of Lessee as set forth in the notice sections of the Leases. The name and address of Assignee is:

**Dogwood Corners Solar LLC  
106 Isabella Street, Suite 400  
Pittsburgh, Pennsylvania 15212**

8. Binding Effect. This Assignment and Assumption and all of its terms and conditions shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

9. Entire Agreement. This Assignment and Assumption contains the entire understanding between the parties with respect to the matters contained herein. No representations, warranties, covenants, or agreements have been made concerning or affecting the subject matter of this Assignment and Assumption, except as are contained herein and in the Leases.

10. Counterparts. This Assignment and Assumption may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument.

11. Governing Law. This Assignment and Assumption shall be construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts of law principles.

**PREPARED BY AND RECORDING REQUESTED BY,  
AND AFTER RECORDING,  
RETURN TO:**

Dogwood Corners Solar LLC  
c/o Oriden LLC  
106 Isabella Street, Suite 400  
Pittsburgh, PA 15212

Contact Number: 412-235-9112

  
Signature

Name: Bill Miller  
Title: CFO

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption as of the Effective Date.

ASSIGNOR:

ORIDEN LLC, a Delaware limited liability company

By: Bill Miller

Name: Bill Miller

Title: President and CEO

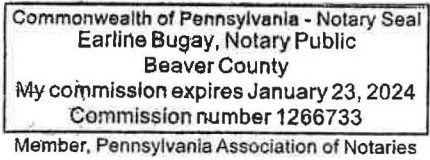
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA     )  
   )     ss:  
COUNTY OF ALLEGHENY                 )

On this 19<sup>th</sup> day of December, 2023, before me, a Notary Public, the undersigned officer, personally appeared Bill Miller, who is personally known to me, or who produced appropriate identification and acknowledged himself to be the President and CEO of ORIDEN LLC, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such entity. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Earline Bugay  
Notary Public

My commission expires: 1/23/2024



**ASSIGNEE:**

**DOGWOOD CORNERS SOLAR LLC, a Delaware limited liability company**

By: Bill Miller

Name: Bill Miller

Title: President and CEO

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA    )  
  )    ss:  
COUNTY OF ALLEGHENY             )

On this 19<sup>th</sup> day of December, 2023, before me, a Notary Public, the undersigned officer, personally appeared **Bill Miller**, who is personally known to me, or who produced appropriate identification and acknowledged himself to be the **President and CEO** of **Dogwood Corners Solar LLC**, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such entity. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Earline Bugay  
Notary Public

My commission expires: 1/23/2024

Commonwealth of Pennsylvania - Notary Seal  
Earline Bugay, Notary Public  
Beaver County  
My commission expires January 23, 2024  
Commission number 1266733  
Member, Pennsylvania Association of Notaries

**EXHIBIT A**

**County of Christian, Commonwealth of Kentucky**

| <b>Lease Number</b> | <b>Landowner Name(s)</b> | <b>Parcel(s)</b> | <b>Agreement Name(s)</b> | <b>Effective Date of Agreement(s)</b> | <b>Recorded Book &amp; Page Number</b> |
|---------------------|--------------------------|------------------|--------------------------|---------------------------------------|--|
| KY-0001.PV.EA.002   | Alan Craig Schamp        | 153-0000040.01   | Easement Agreement       | 02/16/2021                            | Bk. 144,<br>Pg. 66                     |



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**ASSIGNMENT AND ASSUMPTION OF AGREEMENT**

This **ASSIGNMENT AND ASSUMPTION OF AGREEMENT** this (“**Assignment and Assumption**”) is made and entered into as of December 19, 2023 (“**Effective Date**”), by and between **ORIDEN LLC**, a Delaware limited liability company (“**Assignor**”) and **DOGWOOD CORNERS LLC**, a Delaware limited liability company (“**Assignee**”).

**WITNESSETH:**

**WHEREAS**, Assignor is the “Lessee”, or equivalent term, to the Agreement (individual referred to as a “**Lease**” or collectively referred to as the “**Leases**” as determined by sentence context) as more particularly described, dated and identified in **Exhibit “A”** attached hereto and incorporated herewith; wherein the respective landowning parties (as “**Landowners**”, or equivalent term under each respective Lease), granted Assignor certain real property rights to lands located in Christian County, Kentucky;

**WHEREAS**, Assignor desires to assign, and Assignee desires to assume, all of Assignor’s right, title and interest in and to the Lease(s) upon the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements contained in this Assignment and Assumption, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. Defined Terms. All capitalized terms used herein shall have the same meanings herein as in the Leases, unless otherwise modified herein or unless the context clearly indicates otherwise.
3. Representations of Assignor. Assignor hereby represents and warrants to Assignee as follows: (a) that the Lease(s) are in full force and effect; (b) that Assignor is not in default of the Lease(s) and, to Assignor’s knowledge, no Assignor default currently exists nor will exist with

notice, the passage of time, or both; (c) that as to each Lease, the respective Landowner is not in default of the Lease(s) and, to Assignor's knowledge, as to each Lease, no Landowner default currently exists nor will exist with notice, the passage of time, or both; (d) that all payments due from Assignor to each respective Landowner pursuant to the Lease(s) have been paid in full.

4. Assignment of Leases. As of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor's rights, benefits, title and interest in and to the Lease(s). Assignor shall remain fully liable pursuant to the Lease(s) through the day immediately preceding the Effective Date.

5. Assumption of Leases. As of the Effective Date, Assignee hereby assumes all of Assignor's right, title and interest in and to the Leases, and Assignee expressly assumes and agrees to keep, perform, and fulfill all terms, covenants, conditions, and obligations otherwise required to be kept by Assignor under the Lease, and Assignee hereby releases Assignor from all obligations accruing under the Leases as of the Effective Date.

6. Consent by Landowner(s). Pursuant to the terms of the Leases, Assignor has the absolute right to assign all of its right, title, or interest under the Lease and, if applicable, all consent requirements have been fulfilled pursuant to the terms of the Leases.

7. Notice. For the purposes of notice under this Assignment and Assumption and as required under the Leases, the address of Assignee shall be substituted for that of Lessee as set forth in the notice sections of the Leases. The name and address of Assignee is:

**Dogwood Corners Solar LLC**  
**106 Isabella Street, Suite 400**  
**Pittsburgh, Pennsylvania 15212**

8. Binding Effect. This Assignment and Assumption and all of its terms and conditions shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

9. Entire Agreement. This Assignment and Assumption contains the entire understanding between the parties with respect to the matters contained herein. No representations, warranties, covenants, or agreements have been made concerning or affecting the subject matter of this Assignment and Assumption, except as are contained herein and in the Leases.


10. Counterparts. This Assignment and Assumption may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument.

11. Governing Law. This Assignment and Assumption shall be construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts of law principles.

**PREPARED BY AND RECORDING REQUESTED BY,  
AND AFTER RECORDING,  
RETURN TO:**

Dogwood Corners Solar LLC  
c/o Oriden LLC  
106 Isabella Street, Suite 400  
Pittsburgh, PA 15212

Contact Number: 412-235-9112

  
Signature

Name: Bill Miller  
Title: CFO

**[SIGNATURES ON FOLLOWING PAGE]**



**ASSIGNEE:**

**DOGWOOD CORNERS SOLAR LLC, a Delaware limited liability company**

By: Bill Miller

Name: Bill Miller

Title: President and CEO

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA     )  
  )     ss:  
COUNTY OF ALLEGHENY             )

On this 19<sup>th</sup> day of December, 2023, before me, a Notary Public, the undersigned officer, personally appeared **Bill Miller**, who is personally known to me, or who produced appropriate identification and acknowledged himself to be the **President and CEO** of **Dogwood Corners Solar LLC**, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such entity. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Earline Bugay  
Notary Public

My commission expires: 1/23/2024

Commonwealth of Pennsylvania - Notary Seal  
Earline Bugay, Notary Public  
Beaver County  
My commission expires January 23, 2024  
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**EXHIBIT A**

**County of Christian, Commonwealth of Kentucky**

| <b>Lease Number</b> | <b>Landowner Name(s)</b> | <b>Parcel(s)</b> | <b>Agreement Name(s)</b>                                    | <b>Effective Date of Agreement(s)</b> | <b>Recorded Book &amp; Page Number</b> |
|---------------------|--------------------------|------------------|---|---------------------------------------|--|
| KY-0001.PV.OL.003   | James E. Wells           | 135-0000024.00   | Option for Solar Energy Ground Lease and Easement Agreement | 04/20/2020                            | Bk. 142,<br>Pg. 325                    |

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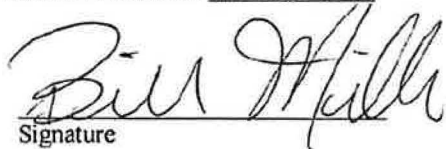
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**PREPARED BY AND RECORDING REQUESTED BY,  
AND AFTER RECORDING,  
RETURN TO:**

Dogwood Corners Solar LLC  
c/o Oriden LLC  
106 Isabella Street, Suite 400  
Pittsburgh, PA 15212

Contact Number: 412-235-9112

  
Signature

Name: Bill Miller  
Title: CFO

**[SIGNATURES ON FOLLOWING PAGE]**





**EXHIBIT A**

**County of Christian, Commonwealth of Kentucky**

| <b>Lease Number</b> | <b>Landowner Name(s)</b> | <b>Parcel(s)</b> | <b>Agreement Name(s)</b>                                    | <b>Effective Date of Agreement(s)</b> | <b>Recorded Book &amp; Page Number</b> |
|---------------------|--------------------------|------------------|---|---------------------------------------|--|
| KY-0001.PV.OL.007   | James Edwin Wilson, II   | 135-0000061.00   | Option for Solar Energy Ground Lease and Easement Agreement | 02/03/2022                            | Bk. 148,<br>Pg. 563                    |