

OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT

This OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT (“**Agreement**”) is made on January 5, 2024 (“**Effective Date**”) by and between PANAROYAL INVESTMENTS, LTD., a Texas limited company (“**Landowner**”) and Oriden LLC, a Delaware limited liability company, and its successors, assigns or sublessees (“**Lessee**”).

WHEREAS, Landowner owns that certain real property situated in Christian County, Kentucky, consisting of approximately 198.83 acres, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Property**”); and

WHEREAS, Lessee intends to develop a solar energy project (“**Project**”) in the vicinity of the Property, and in connection therewith, desires to obtain an option to lease all or a portion of the Property upon the terms and conditions hereinafter set forth. The portion of the Property subject to the Option to Lease is depicted in Exhibit A-1.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of each party contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landowner and Lessee hereby agree as follows:

1. **Grant of Option.** Landowner hereby grants to Lessee the exclusive option (“**Option**”) to lease all or a portion of the Property for the purposes of the development, operation and maintenance of a solar energy project and related activities. In order to exercise the Option, Lessee shall give Landowner written notice of exercise (“**Option Exercise Notice**”) prior to the expiration of the Option Period (as defined in Section 2 hereof). Lessee shall have the right, in its sole discretion, to exercise the Option with respect to the entire Property or to only a portion of the Property. The Option Exercise Notice will be in substantially the form set forth on **Exhibit B** attached hereto and made a part hereof.

2. **Recording of Memorandum.** Lessee, at Lessee’s sole cost and expense, will record a memorandum of this Agreement in the land records of the County(ies) in which the Property is located, which memorandum shall be in the form attached hereto as **Exhibit C** and made a part hereof.

3. **Option Period.** The term “**Option Period**” shall mean the period of time beginning on the Effective Date and ending on the earlier of either (i) the fourth anniversary of the Effective Date, or (ii) the date Lessee exercises the Option (“**Option Exercise Date**”). During the Option Period, Lessee may enter the Property at any time, without prior notice to Landowner, to install, construct, use, operate, maintain, replace, relocate, deconstruct, and remove on and from the Property solar energy monitoring equipment, consisting of one or more solar panels, anchors, foundations, fences and monitoring instrumentation and equipment to protect and otherwise facilitate Lessee’s solar energy monitoring activities. Lessee shall also have the right to conduct other meteorological and environmental studies, conduct soil and geologic studies, and take photographs upon and of the Property. Lessee shall also have the right to apply for any and all permits and applications necessary in connection with the activities permitted by this Section 3

and in connection with the Project. Landowner shall cooperate with Lessee in connection with such applications, which cooperation shall include but not be limited to signing application forms and associated documents when so requested by Lessee. Provided that Lessee has paid all sums to Landowner due and owing hereunder, Lessee shall have the right, upon written notice to Landowner, to extend the Option Period for one (1) additional period of one (1) years by giving written notice of extension to Landowner prior to the expiration of the Option Period. If extended in accordance with the foregoing, the term “**Option Period**” shall include the initial Option Period and the Extended Option Period. Notwithstanding anything contained herein to the contrary, Lessee shall have the right, at any time, for any reason, to terminate this Agreement provided that all sums due and owing to Landowner hereunder have been paid. In the event of termination, Lessee shall remove all additions to the land, and Lessee shall restore the land to the substantially same condition as it was on the Effective Date.

4. **Option Fee.** Lessee shall pay to Landowner an annual “**Option Fee**” in accordance with the following schedule:

- (a) [REDACTED] payable within thirty (30) days after the Effective Date;
- (b) [REDACTED] payable on the first anniversary of the Effective Date;
- (c) [REDACTED] payable on the second anniversary of the Effective Date; and
- (d) [REDACTED] payable on the third anniversary of the Effective Date.

If Lessee extends the Option Period as set forth in Section 3 hereof, Lessee shall pay to Landowner annual Option Fee payments during the Extended Option Period as follows:

- (e) [REDACTED] payable on the fourth anniversary of the Effective Date.

No payments will be required to be made under this Section 4 after the earlier of the Option Exercise Date or the date on which Lessee terminates this Agreement. For the avoidance of doubt, Lessee shall not be required to make a payment listed in this Section 4(b) through (f) if Lessee exercises the Option or terminates this Agreement prior to date on which such payment would otherwise have been required to be made.

5. **Lease.** If Lessee exercises the Option, Landowner shall lease to Lessee the portion of the Property identified by Lessee, which must be approved by Landowner if less than the whole Property, approval of which may not be unreasonably withheld, conditioned or delayed pursuant to the terms of the Solar Energy Ground Lease and Easement Agreement attached hereto as **Exhibit D** and made a part hereof (“**Lease**”). Upon exercising the Option, Lessee will send to Landowner the Lease and the Memorandum of Lease (which is attached as an exhibit to the Lease) for Landowner to sign and notarize where applicable, and Landowner will promptly return the original to Lessee.

6. **Notice.** Notices or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall

be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Landowner: Panaroyal Investments, LTD.
c/o John M. Dixon
2410 Fort Campbell Blvd.
Hopkinsville, KY 42240

To Lessee: Oriden LLC
106 Isabella St., Suite 400
Pittsburgh, PA 15212

7. **Burdens Run With and Against the Property.** The burdens and benefits of this Agreement shall run with and against the Property and shall be a charge and burden on the Property and shall be binding on, and inure to the benefit of, Landowner and its successors assigns, permittees, licensees, lessees, employees and agents. This Agreement, the rights granted herein, and the obligations created hereby shall be binding on, and shall inure to the benefit of, Lessee and its successors, assigns, permittees, licensees, employees and agents.

8. **Exclusivity.** The rights granted to Lessee hereunder are exclusive. Accordingly, Landowner shall not grant any other party the right to conduct solar energy monitoring activities or other due diligence activities on the Property in anticipation of solar energy uses during the Option Period. Landowner shall not grant any other option, leasehold interest, easements, or other encumbrances to title to any person or entity other than Lessee during the Option Period except for monetary liens, which shall be discharged by Landowner or consented to by Lessee prior to the Option Exercise Date.

9. **Confidentiality.** Landowner and Lessee shall maintain in confidence all confidential and proprietary information of the other party, including the terms of this Agreement and payments under this Agreement, and Lessee's methods of operation, methods of construction, data, and the like. Notwithstanding the foregoing, Landowner and Lessee may disclose the terms of this Agreement to their respective legal and financial advisers. The parties agree that the confidentiality obligation set forth herein shall survive for four (4) years after the expiration or earlier termination of this Agreement.

10. **Representations and Warranties.** Landowner hereby represents and warrants to Lessee as follows:

(a) Landowner is the true and lawful owner of the Property in fee simple and has the right and authority to grant the Option and, if the Option is exercised, the Lease;

(b) There are no rights, options or other agreements of any kind to lease, purchase, develop, acquire, sell or dispose of the Property, or any interest therein, nor any claims to any such options, rights or other agreements;

(c) The Property is not in violation of any law or governmental order or regulation or of any easement, restriction, condition or covenant affecting the Property;

(d) Landowner is not aware of any hazardous substances located in or on the Property which are in violation of any applicable environmental law, rule, regulation or order; and

(e) There is no legal action or proceeding pending or threatened against Landowner or the Property.

11. Default and Remedies.

(a) If Landowner breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after Landowner's receipt of written notice of the breach from Lessee, Lessee shall be entitled to avail itself of any and all remedies available at law or in equity.

(b) If Lessee fails to pay Landowner any sum of money due hereunder, Lessee shall not be in default of this Agreement unless Lessee has received written notice of such failure from Landowner, and Lessee has failed to cure such non-payment within thirty (30) days after receipt of such notice.

12. Assignment.

(a) In no event shall Landowner assign this Agreement, or the right to receive the payments hereunder, to any third party, unless Landowner sells its fee interest in the Property to a third party. Such prohibition includes, but is not limited to, an assignment of leases and rents in connection with Landowner obtaining a mortgage on all or a portion of the Property. Any attempt to assign this Agreement by Landowner for any reason other than the sale of the Property shall be null and void.

(a) Lessee shall have the right to assign this Lease, in Lessee's sole discretion, and will give Landowner prompt notice of such assignment, along with the new notice address of the assignee. Absent a written release from Landowner, assignment of this Lease or any right or obligation herein by Lessee shall not relieve Lessee of that or any obligation created hereby.

13. Time of the Essence. Time is of the essence in regard to this Agreement and to all the terms, conditions, obligations and agreements contained in this Agreement.

14. Governing Law. The terms and provisions of this Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of law principles.

15. **Interpretation.** The parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, either party.

16. **Partial Invalidity.** If any term, provision, condition, or part of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms, provisions, conditions, or parts, or application thereof to any person or circumstance shall continue in full force and effect, unless the invalidity or unenforceability in question causes the primary intention of the parties under this Agreement to be frustrated.


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

18. **Signing Bonus.** Lessee will pay to Landowner a one-time signing bonus in the amount of [REDACTED] (“Signing Bonus”) within thirty (30) days after Lessee’s receipt of such original.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LANDOWNER:
PANAROYAL INVESTMENTS, LTD., a Texas limited company

By: 
Name: John W Dixon
Title: Owner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LESSEE:
Oriden LLC, a Delaware limited liability company


By: 
Name: MASAHIRO OGIISO
Title: PRESIDENT

EXHIBIT A

Legal Description of Property

The following described real estate is situated in Christian County, Kentucky:

Parcel 1:

First Tract:

Beginning at an iron pin set in the westerly right of way of Goode Road (approximately 20 feet from centerline), the northeasterly corner of the subject owner, John Curtis as appears in Affidavit of Descent recorded in Deed Book 731 Page 319 at a corner with Alan Schamp (Deed Book 705 Page 710); thence along the westerly right of way of Goode Road the following two calls; along the arc of a curve to the right having a field radius of 397.94 feet, a chord bearing of South 31 degrees 04 minutes 45 seconds East a chord distance of 90.70 feet to a point of tangent; thence South 24 degrees 05 minutes 12 seconds East a distance of 587.65 feet to an iron pin set; thence leaving said road on new lines the following two calls; South 69 degrees 04 minutes 48 seconds West a distance of 1414.79 feet to an iron pin set; thence North 23 degrees 39 minutes 58 seconds West a distance of 611.30 feet to an iron pin set in the line of Alan Schamp; thence along the line of the subject owner with Alan Schamp, North 66 degrees 23 minutes 44 seconds East a distance of 1397.16 feet to the point of beginning, passing a found bent iron pin #3536 on line at 1377.36 feet. Surveyed parcel contains 20.86 acres more or less and is Minor Subdivision Tract 1 of the recorded plat of the John Curtis property, subject to all legal conditions and easements of record. This description based on an actual field survey performed by Gary Lee Dunning, Kentucky Registered Land Surveyor #3290 in January & February of 2017. Basis of bearing for this description is grid North, Kentucky South Zone, Lambert projection. Unless stated otherwise, all iron pins set this survey are 5/8" x 18" rebar with plastic identification cap stamped "Dunning #3290".

Second Tract:

Beginning at an iron pin set in the westerly right of way of Goode Road (approximately 20 feet from centerline), a new corner of the subject owner, John Curtis as appears in Affidavit of Descent recorded in Deed Book 731 Page 319 at a corner with Minor Subdivision Tract 1 of the recorded plat of the John Curtis property; thence along the westerly right of way of Goode Road the following two calls; South 24 degrees 05 minutes 12 seconds East a distance of 254.61 feet; thence South 25 degrees 23 minutes 04 seconds East a distance of 294.55 feet to an iron pin set at a corner with Minor Subdivision Tract 3; thence leaving said road on the lines with Minor Subdivision Tract 3 & 4 the following three calls; South 48 degrees 35 minutes 02 seconds West a distance of 430.77 feet to an iron pin set; thence South 73 degrees 03 minutes 12 seconds West a distance of 1729.03 feet to an iron pin set; thence South 66 degrees 50 minutes 43 seconds West a distance of 1262.66 feet to an iron pin set in the line of Alan Schamp (Deed Book 705 Page 710); thence along the line of the subject owner with Alan Schamp the following two calls; North 23 degrees 33 minutes 48 seconds West a distance of 1147.96 feet to an iron pin found #3536; thence North 66 degrees 23 minutes 44 seconds East a distance of 1964.10 feet to an iron pin set at a corner with Minor Subdivision Tract 1; thence along the lines of Minor Subdivision Tract 1 the following two calls; South 23 degrees 39 minutes 58 seconds East a distance of 611.30 feet to an iron pin set; thence North 69 degrees 04 minutes 48 seconds East a distance of 1414.79 feet to the point of beginning. Surveyed parcel contains 74.00 acres more or less and is Minor Subdivision Tract 2 of the recorded plat of the John Curtis property, subject to all legal conditions and easements of record. This description based on an actual field survey performed by Gary Lee Dunning, Kentucky Registered Land Surveyor #3290 in January & February of 2017. Basis of bearing for this description is grid North, Kentucky South Zone, Lambert projection. Unless stated otherwise, all iron pins set this survey are 5/8" x 18" rebar with plastic identification cap stamped "Dunning #3290".

Third Tract:

Beginning at an iron pin set in the westerly right of way of Goode Road (approximately 20 feet from centerline), a new corner of the subject owner, John Curtis as appears in Affidavit of Descent recorded in Deed Book 731 Page 319 at a corner with Minor Subdivision Tract 2 of the recorded plat of the John Curtis property; thence along the westerly right of way of Goode Road the following two calls; South 25 degrees 23 minutes 04 seconds East a distance of 47.18 feet; thence South 25 degrees 52 minutes 46 seconds East a distance of 353.83 feet to an iron pin set at a corner with Minor Subdivision Tract 4; thence leaving said road on the lines of Minor Subdivision Tract 4 the following four calls; South 73 degrees 51 minutes 18 seconds West a distance of 510.92 feet to an iron pin set; thence South 08 degrees 18 minutes 59 seconds West a distance of 371.55 feet to an iron pin set; thence South 74 degrees 55 minutes 41 seconds West a distance of 1633.79 feet to an iron pin set; thence North 15 degrees 00 minutes 55 seconds West a distance of 482.25 feet to an iron pin set in the line of Minor Subdivision

Tract 2; thence along the lines of Minor Subdivision Tract 2 the following three calls; North 66 degrees 50 minutes 43 seconds East a distance of 103.73 feet to an iron pin set; thence North 73 degrees 03 minutes 12 seconds East a distance of 1729.03 feet to an iron pin set; thence North 48 degrees 35 minutes 02 seconds East a distance of 430.77 feet to the point of beginning. Surveyed parcel contains 24.05 acres more or less and is Minor Subdivision Tract 3 of the recorded plat of the John Curtis property, subject to all legal conditions and easements of record. This description based on an actual field survey performed by Gary Lee Dunning, Kentucky Registered Land Surveyor #3290 in January & February of 2017. Basis of bearing for this description is grid North, Kentucky South Zone, Lambert projection. Unless stated otherwise, all iron pins set this survey are 5/8" x 18" rebar with plastic identification cap stamped "Dunning #3290".

Fourth Tract:

Beginning at an iron pin set at the location of a found bent iron pin #2096 by a downed double hickory in the westerly right of way of Goode Road (approximately 20 feet from centerline), a corner of the subject owner, John Curtis as appears in Affidavit of Descent recorded in Deed Book 731 Page 319 at a corner with the Panaroyal, LLC property as described in Deed Book 715 Page 267; thence along the line of the Panaroyal, LLC property, generally with an established fence, South 74 degrees 50 minutes 27 seconds West a distance of 1378.50 feet to an iron pin found #2096 at a corner of the Panaroyal, LLC property as described in Deed Book 717 Page 482; thence along the lines of said Panaroyal, LLC property, generally with an established fence the following two calls; South 74 degrees 59 minutes 05 seconds West a distance of 643.91 feet to an iron pin found #2096; thence South 26 degrees 10 minutes 53 seconds East a distance of 1564.51 feet to an iron pin found #2096 at a corner with MST Investments (Deed Book 704 Page 469); thence along the lines of the subject owner with MST Investments, generally with an established fence, the following three calls; South 68 degrees 34 minutes 20 seconds West a distance of 941.51 feet to an iron pin set at a flagged metal post; thence South 71 degrees 03 minutes 53 seconds West a distance of 562.84 feet to an iron pin set at the base of a red oak snag; thence South 86 degrees 15 minutes 26 seconds West a distance of 229.79 feet to an iron pin set at the base of a corner post at a corner with the Dunning Land Company, LLC (Deed Book 642 Page 518); thence along the established and accepted lines of the subject owner with the Dunning Land Company the following eight calls; North 17 degrees 10 minutes 35 seconds East a distance of 218.53 feet to a found planted stone; thence South 81 degrees 38 minutes 35 seconds West a distance of 462.35 feet to an iron pin set; thence North 04 degrees 19 minutes 12 seconds East a distance of 114.45 feet to an eighteen inch poplar marked with three hacks, on the bank of a small branch; thence North 27 degrees 51 minutes 39 seconds East a distance of

bank of a small branch; thence North 27 degrees 51 minutes 39 seconds East a distance of 83.59 feet to an iron pin set; thence North 43 degrees 30 minutes 42 seconds East a distance of 222.55 feet to an iron pin set; thence North 27 degrees 17 minutes 48 seconds East a distance of 144.31 feet to an iron pin set; thence North 09 degrees 59 minutes 05 seconds East a distance of 153.53 feet to an iron pin set; thence North 22 degrees 34 minutes 19 seconds West a distance of 605.79 feet to an iron pin set at the base of a metal post at an established fence corner, a corner with Alan Schamp (Deed Book 705 Page 710); thence along the line of the subject owner with Alan Schamp, generally with an established fence, North 23 degrees 33 minutes 48 seconds West a distance of 658.71

feet to an iron pin set at a corner with Minor Subdivision Tract 2; thence along the line of Minor Subdivision Tract 2, North 66 degrees 50 minutes 43 seconds East a distance of 1158.93 feet to an iron pin set at a corner with Minor Subdivision Tract 3; thence along the lines of Minor Subdivision Tract 3 the following four calls; South 15 degrees 00 minutes 55 seconds East a distance of 482.25 feet to an iron pin set; thence North 74 degrees 55 minutes 41 seconds East a distance of 1633.79 feet to an iron pin set; thence North 08 degrees 18 minutes 59 seconds East a distance of 371.55 feet to an iron pin set; thence North 73 degrees 51 minutes 18 seconds East a distance of 510.92 feet to an iron pin set in the westerly with of way of Goode Road; thence along the westerly right of way of Goode Road the following two calls; South 25 degrees 52 minutes 46 seconds East a distance of 182.88 feet; thence South 25 degrees 00 minutes 07 seconds East a distance of 243.48 feet to the point of beginning. Surveyed parcel contains 79.92 acres more or less and is Minor Subdivision Tract 4 of the recorded plat of the John Curtis property, subject to all legal conditions and easements of record. This description based on an actual field survey performed by Gary Lee Dunning, Kentucky Registered Land Surveyor #3290 in January & February of 2017. Basis of bearing for this description is grid North, Kentucky South Zone, Lambert projection. Unless stated otherwise, all iron pins set this survey are 5/8" x 18" rebar with plastic identification cap stamped "Dunning #3290".

Tax Parcel No.: 153-00 00 044.00

EXHIBIT A-1

Depiction of Leased Premises

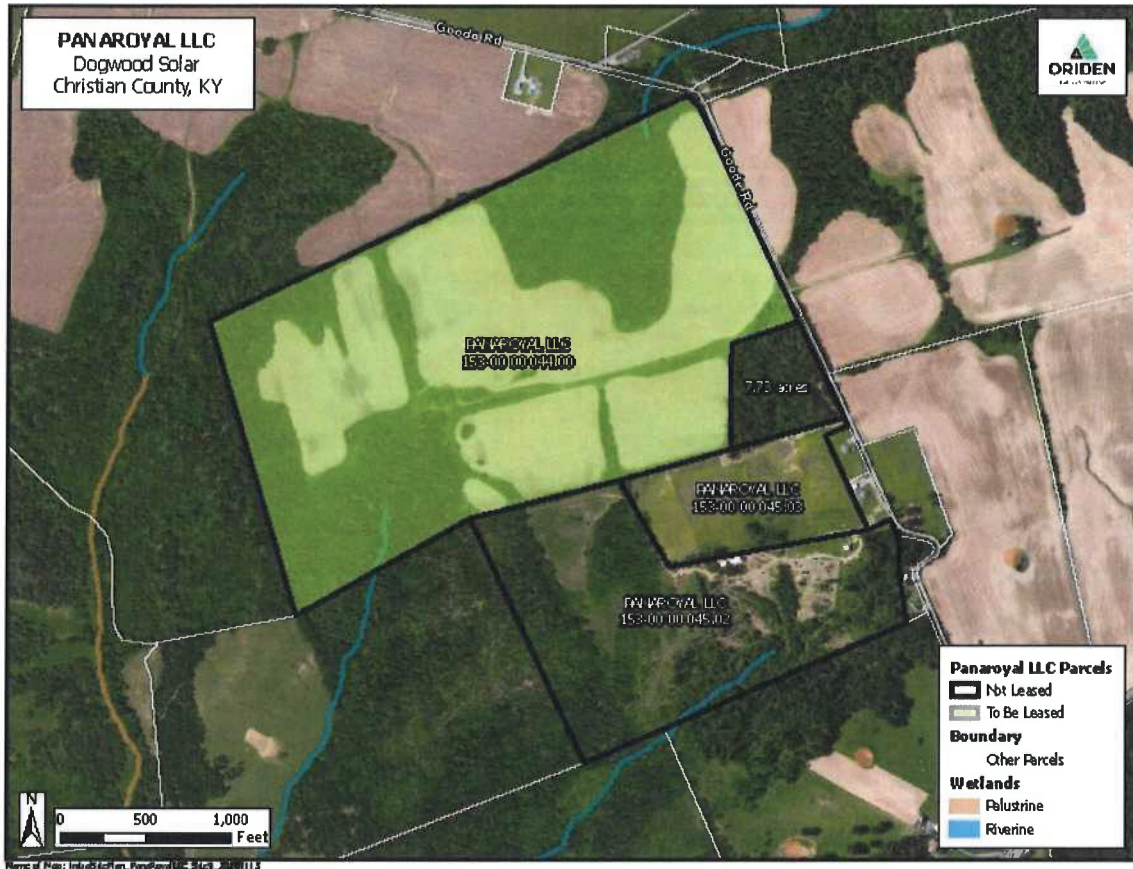


EXHIBIT B

Form of Exercise Notice

[Attached]

_____, 20__

VIA OVERNIGHT COURIER

Dear _____:

Reference is made to that certain Option for Solar Energy Ground Lease and Easement Agreement dated _____ (“**Option Agreement**”) by and between **PANAROYAL INVESTMENTS, LTD., a Texas limited company (“Landowner”)** and **Oriden LLC**, a Delaware limited liability company (“**Lessee**”) with respect to certain real property located in Christian County, Kentucky, as more particularly described and/or depicted in the Option Agreement, and as further described as follows (“**Property**”):

Parcel 1:

First Tract:

Beginning at an iron pin set in the westerly right of way of Goode Road (approximately 20 feet from centerline), the northeasterly corner of the subject owner, John Curtis as appears in Affidavit of Descent recorded in Deed Book 731 Page 319 at a corner with Alan Schamp (Deed Book 705 Page 710); thence along the westerly right of way of Goode Road the following two calls; along the arc of a curve to the right having a field radius of 397.94 feet, a chord bearing of South 31 degrees 04 minutes 45 seconds East a chord distance of 90.70 feet to a point of tangent; thence South 24 degrees 05 minutes 12 seconds East a distance of 587.65 feet to an iron pin set; thence leaving said road on new lines the following two calls; South 69 degrees 04 minutes 48 seconds West a distance of 1414.79 feet to an iron pin set; thence North 23 degrees 39 minutes 58 seconds West a distance of 611.30 feet to an iron pin set in the line of Alan Schamp; thence along the line of the subject owner with Alan Schamp, North 66 degrees 23 minutes 44 seconds East a distance of 1397.16 feet to the point of beginning, passing a found bent iron pin #3536 on line at 1377.36 feet. Surveyed parcel contains 20.86 acres more or less and is Minor Subdivision Tract 1 of the recorded plat of the John Curtis property, subject to all legal conditions and easements of record. This description based on an actual field survey performed by Gary Lee Dunning, Kentucky Registered Land Surveyor #3290 in January & February of 2017. Basis of bearing for this description is grid North, Kentucky South Zone, Lambert projection. Unless stated otherwise, all iron pins set this survey are 5/8” x 18” rebar with plastic identification cap stamped “Dunning #3290”.

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bank of a small branch; thence North 27 degrees 51 minutes 39 seconds East a distance of 83.59 feet to an iron pin set; thence North 43 degrees 30 minutes 42 seconds East a distance of 222.55 feet to an iron pin set; thence North 27 degrees 17 minutes 48 seconds East a distance of 144.31 feet to an iron pin set; thence North 09 degrees 59 minutes 05 seconds East a distance of 153.53 feet to an iron pin set; thence North 22 degrees 34 minutes 19 seconds West a distance of 605.79 feet to an iron pin set at the base of a metal post at an established fence corner, a corner with Alan Schamp (Deed Book 705 Page 710); thence along the line of the subject owner with Alan Schamp, generally with an established fence, North 23 degrees 33 minutes 48 seconds West a distance of 658.71

feet to an iron pin set at a corner with Minor Subdivision Tract 2; thence along the line of Minor Subdivision Tract 2, North 66 degrees 50 minutes 43 seconds East a distance of 1158.93 feet to an iron pin set at a corner with Minor Subdivision Tract 3; thence along the lines of Minor Subdivision Tract 3 the following four calls; South 15 degrees 00 minutes 55 seconds East a distance of 482.25 feet to an iron pin set; thence North 74 degrees 55 minutes 41 seconds East a distance of 1633.79 feet to an iron pin set; thence North 08 degrees 18 minutes 59 seconds East a distance of 371.55 feet to an iron pin set; thence North 73 degrees 51 minutes 18 seconds East a distance of 510.92 feet to an iron pin set in the westerly with of way of Goode Road; thence along the westerly right of way of Goode Road the following two calls; South 25 degrees 52 minutes 46 seconds East a distance of 182.88 feet; thence South 25 degrees 00 minutes 07 seconds East a distance of 243.48 feet to the point of beginning. Surveyed parcel contains 79.92 acres more or less and is Minor Subdivision Tract 4 of the recorded plat of the John Curtis property, subject to all legal conditions and easements of record. This description based on an actual field survey performed by Gary Lee Dunning, Kentucky Registered Land Surveyor #3290 in January & February of 2017. Basis of bearing for this description is grid North, Kentucky South Zone, Lambert projection. Unless stated otherwise, all iron pins set this survey are 5/8" x 18" rebar with plastic identification cap stamped "Dunning #3290".

Tax Parcel No.: 153-00 00 044.00

Buyer hereby exercises the Option to lease a portion of the Property. Enclosed herewith is the Solar Energy Ground Lease and Easement Agreement for you to sign and return to us.

IN WITNESS WHEREOF, the undersigned has executed this notice this ____ day of _____, 20__.

LESSEE:
Oriden LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT C

Form of Memorandum of Option

[Attached]

**MEMORANDUM OF OPTION FOR SOLAR ENERGY GROUND LEASE AND
EASEMENT AGREEMENT**

This **MEMORANDUM OF OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT** (“Memorandum”) is dated January 5, 2021, and is made by and between **PANAROYAL INVESTMENTS, LTD., a Texas limited company** (“Optionor”) and **Oriden LLC**, a Delaware limited liability company (“Optionee”).

WHEREAS, Optionor owns that certain real property located in, Christian County, Kentucky, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Land**”); and

WHEREAS, Optionor and Optionee have entered into that certain Option for Solar Energy Ground Lease and Easement Agreement dated January 5, 2021 (“**Option Agreement**”) whereby Optionor has granted to Optionee an option (“**Option**”) to lease all or a portion of the Land (“**Property**”). If exercised, the parties will enter into a Solar Energy Ground Lease and Easement Agreement (“**Solar Lease**”).

NOW, THEREFORE, intending to be legally bound hereby, the parties set forth the following information with respect to the Agreement.

1. The name and address of the Optionor are:

Panaroyal Investments, LTD.
2410 Fort Campbell Blvd.
Hopkinsville, KY 42240

2. The name and address of the Optionee are:

Oriden LLC
106 Isabella St., Suite 400
Pittsburgh, PA 15212

3. The date of the Option Agreement is January 5, 2021.

4. The “**Option Period**” commenced on January 5, 2021 and expires on the fourth anniversary of the Effective Date, or, unless earlier exercised or terminated by Optionee.
5. Optionee has the right to extend the Option Period for one (1) additional period(s) of one (1) year(s).
6. Optionor has granted to Optionee the right to enter the Property at any time during the Option Period, without prior notice to Optionor, to install, construct, use, operate, maintain, replace, relocate, deconstruct, and remove on and from the Property solar energy monitoring equipment, consisting of one or more solar panels, anchors, foundations, fences and monitoring instrumentation and equipment to protect and otherwise facilitate Optionee’s solar energy monitoring activities. Optionee shall also have the right to conduct other meteorological and environmental studies, conduct soil and geologic studies, and take photographs upon and of the Property. Optionor shall not grant any other party the right to conduct solar energy monitoring activities or other due diligence activities on the Property in anticipation of solar energy uses during the Option Period.
7. This Memorandum shall automatically terminate and be of no force or effect without the necessity of making or recording any additional instrument or writing if Optionee fails to exercise the Option during the Option Period, as the same may be extended.
8. If there are any inconsistencies between this Memorandum of Option and the Option Agreement, the Option Agreement shall in all instances be controlling.

[Signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Option as of the day and year first above written.

OPTIONOR:
PANAROYAL INVESTMENTS, LTD., a Texas limited company

By: [Signature]

Name: John M Dixon III

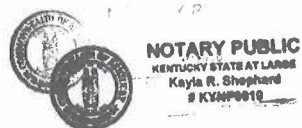
Title: Owner

STATE OF KENTUCKY

COUNTY OF Christian

Before me, John Dixon III, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John M Dixon III, as owner of **PANAROYAL INVESTMENTS, LTD., a Texas limited company**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Hopkinsville Kentucky, this 7th day of February, 2026.



[Signature]
Notary Public

March 2, 2024
My Commission Expires

OPTIONEE:
Oriden LLC, a Delaware limited liability company

By: 

Name: MASAHIRO OGISO

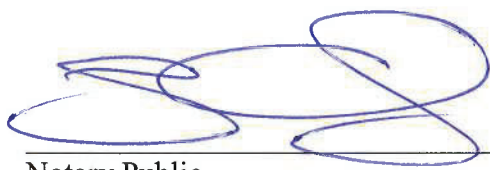
Title: PRESIDENT

STATE OF Pennsylvania

COUNTY OF Allegheny

Before me, Sandra Corchado, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Masahiro Ogiso, as President, on behalf of **Oriden LLC**, a Delaware limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Pittsburgh, PA, this 5 day of January, 2021.



Notary Public

Commonwealth of Pennsylvania - Notary Seal
SANDRA CORCHADO - Notary Public
Allegheny County
My Commission Expires Jun 25, 2022
Commission Number 1191113

June 25, 2022

My Commission Expires

EXHIBIT A

Legal Description of Property

The following described real estate is situated in Christian County, Kentucky:

Parcel 1:

First Tract:

Beginning at an iron pin set in the westerly right of way of Goode Road (approximately 20 feet from centerline), the northeasterly corner of the subject owner, John Curtis as appears in Affidavit of Descent recorded in Deed Book 731 Page 319 at a corner with Alan Schamp (Deed Book 705 Page 710); thence along the westerly right of way of Goode Road the following two calls; along the arc of a curve to the right having a field radius of 397.94 feet, a chord bearing of South 31 degrees 04 minutes 45 seconds East a chord distance of 90.70 feet to a point of tangency; thence South 24 degrees 05 minutes 12 seconds East a distance of 587.65 feet to an iron pin set; thence leaving said road on new lines the following two calls; South 69 degrees 04 minutes 48 seconds West a distance of 1414.79 feet to an iron pin set; thence North 23 degrees 39 minutes 58 seconds West a distance of 611.30 feet to an iron pin set in the line of Alan Schamp; thence along the line of the subject owner with Alan Schamp, North 66 degrees 23 minutes 44 seconds East a distance of 1397.16 feet to the point of beginning, passing a found bent iron pin #3536 on line at 1377.36 feet. Surveyed parcel contains 20.86 acres more or less and is Minor Subdivision Tract 1 of the recorded plat of the John Curtis property, subject to all legal conditions and easements of record. This description based on an actual field survey performed by Gary Lee Dunning, Kentucky Registered Land Surveyor #3290 in January & February of 2017. Basis of bearing for this description is grid North, Kentucky South Zone, Lambert projection. Unless stated otherwise, all iron pins set this survey are 5/8" x 18" rebar with plastic identification cap stamped "Dunning #3290".

Second Tract:

Beginning at an iron pin set in the westerly right of way of Goode Road (approximately 20 feet from centerline), a new corner of the subject owner, John Curtis as appears in Affidavit of Descent recorded in Deed Book 731 Page 319 at a corner with Minor Subdivision Tract 1 of the recorded plat of the John Curtis property; thence along the westerly right of way of Goode Road the following two calls; South 24 degrees 05 minutes 12 seconds East a distance of 254.61 feet; thence South 25 degrees 23 minutes 04 seconds East a distance of 294.55 feet to an iron pin set at a corner with Minor Subdivision Tract 3; thence leaving said road on the lines with Minor Subdivision Tract 3 & 4 the following three calls; South 48 degrees 35 minutes 02 seconds West a distance of 430.77 feet to an iron pin set; thence South 73 degrees 03 minutes 12 seconds West a distance of 1729.03 feet to an iron pin set; thence South 66 degrees 50 minutes 43 seconds West a distance of 1262.66 feet to an iron pin set in the line of Alan Schamp (Deed Book 705 Page 710); thence along the line of the subject owner with Alan Schamp the following two calls; North 23 degrees 33 minutes 48 seconds West a distance of 1147.96 feet to an iron pin found #3536; thence North 66 degrees 23 minutes 44 seconds East a distance of 1964.10 feet to an iron pin set at a corner with Minor Subdivision Tract 1; thence along the lines of Minor Subdivision Tract 1 the following two calls; South 23 degrees 39 minutes 58 seconds East a distance of 611.30 feet to an iron pin set; thence North 69 degrees 04 minutes 48 seconds East a distance of 1414.79 feet to the point of beginning. Surveyed parcel contains 74.00 acres more or less and is Minor Subdivision Tract 2 of the recorded plat of the John Curtis property, subject to all legal conditions and easements of record. This description based on an actual field survey performed by Gary Lee Dunning, Kentucky Registered Land Surveyor #3290 in January & February of 2017. Basis of bearing for this description is grid North, Kentucky South Zone, Lambert projection. Unless stated otherwise, all iron pins set this survey are 5/8" x 18" rebar with plastic identification cap stamped "Dunning #3290".

Third Tract:

Beginning at an iron pin set in the westerly right of way of Goode Road (approximately 20 feet from centerline), a new corner of the subject owner, John Curtis as appears in Affidavit of Descent recorded in Deed Book 731 Page 319 at a corner with Minor Subdivision Tract 2 of the recorded plat of the John Curtis property; thence along the westerly right of way of Goode Road the following two calls; South 25 degrees 23 minutes 04 seconds East a distance of 47.18 feet; thence South 25 degrees 52 minutes 46 seconds East a distance of 353.83 feet to an iron pin set at a corner with Minor Subdivision Tract 4; thence leaving said road on the lines of Minor Subdivision Tract 4 the following four calls; South 73 degrees 51 minutes 18 seconds West a distance of 510.92 feet to an iron pin set; thence South 08 degrees 18 minutes 59 seconds West a distance of 371.55 feet to an iron pin set; thence South 74 degrees 55 minutes 41 seconds West a distance of 1633.79 feet to an iron pin set; thence North 15 degrees 00 minutes 55 seconds West a distance of 482.25 feet to an iron pin set in the line of Minor Subdivision

Tract 2; thence along the lines of Minor Subdivision Tract 2 the following three calls; North 66 degrees 50 minutes 43 seconds East a distance of 103.73 feet to an iron pin set; thence North 73 degrees 03 minutes 12 seconds East a distance of 1729.03 feet to an iron pin set; thence North 48 degrees 35 minutes 02 seconds East a distance of 430.77 feet to the point of beginning. Surveyed parcel contains 24.05 acres more or less and is Minor Subdivision Tract 3 of the recorded plat of the John Curtis property, subject to all legal conditions and easements of record. This description based on an actual field survey performed by Gary Lee Dunning, Kentucky Registered Land Surveyor #3290 in January & February of 2017. Basis of bearing for this description is grid North, Kentucky South Zone, Lambert projection. Unless stated otherwise, all iron pins set this survey are 5/8" x 18" rebar with plastic identification cap stamped "Dunning #3290".

Fourth Tract:

Beginning at an iron pin set at the location of a found bent iron pin #2096 by a downed double hickory in the westerly right of way of Goode Road (approximately 20 feet from centerline), a corner of the subject owner, John Curtis as appears in Affidavit of Descent recorded in Deed Book 731 Page 319 at a corner with the Panaroyal, LLC property as described in Deed Book 715 Page 267; thence along the line of the Panaroyal, LLC property, generally with an established fence, South 74 degrees 50 minutes 27 seconds West a distance of 1378.50 feet to an iron pin found #2096 at a corner of the Panaroyal, LLC property as described in Deed Book 717 Page 482; thence along the lines of said Panaroyal, LLC property, generally with an established fence the following two calls; South 74 degrees 59 minutes 05 seconds West a distance of 643.91 feet to an iron pin found #2096; thence South 26 degrees 10 minutes 53 seconds East a distance of 1564.51 feet to an iron pin found #2096 at a corner with MST Investments (Deed Book 704 Page 469); thence along the lines of the subject owner with MST Investments, generally with an established fence, the following three calls; South 68 degrees 34 minutes 20 seconds West a distance of 941.51 feet to an iron pin set at a flagged metal post; thence South 71 degrees 03 minutes 53 seconds West a distance of 562.84 feet to an iron pin set at the base of a red oak snag; thence South 86 degrees 15 minutes 26 seconds West a distance of 229.79 feet to an iron pin set at the base of a corner post at a corner with the Dunning Land Company, LLC (Deed Book 642 Page 518); thence along the established and accepted lines of the subject owner with the Dunning Land Company the following eight calls; North 17 degrees 10 minutes 35 seconds East a distance of 218.53 feet to a found planted stone; thence South 81 degrees 38 minutes 35 seconds West a distance of 462.35 feet to an iron pin set; thence North 04 degrees 19 minutes 12 seconds East a distance of 114.45 feet to an eighteen inch poplar marked with three hacks, on the bank of a small branch; thence North 27 degrees 51 minutes 39 seconds East a distance of

bank of a small branch; thence North 27 degrees 51 minutes 39 seconds East a distance of 83.59 feet to an iron pin set; thence North 43 degrees 30 minutes 42 seconds East a distance of 222.55 feet to an iron pin set; thence North 27 degrees 17 minutes 48 seconds East a distance of 144.31 feet to an iron pin set; thence North 09 degrees 59 minutes 05 seconds East a distance of 153.53 feet to an iron pin set; thence North 22 degrees 34 minutes 19 seconds West a distance of 605.79 feet to an iron pin set at the base of a metal post at an established fence corner, a corner with Alan Schamp (Deed Book 705 Page 710); thence along the line of the subject owner with Alan Schamp, generally with an established fence, North 23 degrees 33 minutes 48 seconds West a distance of 658.71

feet to an iron pin set at a corner with Minor Subdivision Tract 2; thence along the line of Minor Subdivision Tract 2, North 66 degrees 50 minutes 43 seconds East a distance of 1158.93 feet to an iron pin set at a corner with Minor Subdivision Tract 3; thence along the lines of Minor Subdivision Tract 3 the following four calls; South 15 degrees 00 minutes 55 seconds East a distance of 482.25 feet to an iron pin set; thence North 74 degrees 55 minutes 41 seconds East a distance of 1633.79 feet to an iron pin set; thence North 08 degrees 18 minutes 59 seconds East a distance of 371.55 feet to an iron pin set; thence North 73 degrees 51 minutes 18 seconds East a distance of 510.92 feet to an iron pin set in the westerly with of way of Goode Road; thence along the westerly right of way of Goode Road the following two calls; South 25 degrees 52 minutes 46 seconds East a distance of 182.88 feet; thence South 25 degrees 00 minutes 07 seconds East a distance of 243.48 feet to the point of beginning. Surveyed parcel contains 79.92 acres more or less and is Minor Subdivision Tract 4 of the recorded plat of the John Curtis property, subject to all legal conditions and easements of record. This description based on an actual field survey performed by Gary Lee Dunning, Kentucky Registered Land Surveyor #3290 in January & February of 2017. Basis of bearing for this description is grid North, Kentucky South Zone, Lambert projection. Unless stated otherwise, all iron pins set this survey are 5/8" x 18" rebar with plastic identification cap stamped "Dunning #3290".

Tax Parcel No.: 153-00 00 044.00

EXHIBIT D

Solar Energy Ground Lease and Easement Agreement

[Attached]

SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT

This SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT (“Lease”) is made on _____, 20__ (“Effective Date”) by and between **PANAROYAL INVESTMENTS, LTD., a Texas limited company (“Landowner”)** and **Oriden, LLC., a Delaware limited liability company, and its successors, assigns or sublessees (“Lessee”)**.

BASIC LEASE TERMS

Landowner:	Panaroyal Investments, LTD., a Texas limited company
Landowner’s Address:	C/O John Dixon 2410 Fort Campbell Blvd. Hopkinsville, Kentucky 42240
Lessee:	Oriden LLC., a Delaware limited liability company
Lessee’s Address:	Oriden, LLC 106 Isabella Street, Suite 400 Pittsburgh, PA 15212
Property:	Approximately 198.83 acres as more particularly described in <u>Exhibit A</u> attached hereto.
Premises:	That portion of the Property leased by Lessee hereunder, as more particularly described on <u>Exhibit B</u> attached hereto, for the development, operation and maintenance of the Project.
Project(s):	Lessee’s solar energy project(s) comprised of Solar Facilities (defined below), all or a portion of which may be located on the Premises.
Construction Date:	The Construction Date is the date when construction of Solar Facilities commences in connection with the Project, regardless of whether construction has commenced on the Premises.
Construction Period:	The Construction Period commences on the Construction Date and expires on the earlier of (i) the second (2 nd) anniversary of the Construction Date, (ii) the date on which Lessee gives Landowner a Termination Notice, or (iii) the Commercial Operation Date.

Commercial Operation Date:	The Commercial Operation Date is the date of the first commercial deliveries of electrical energy to the local utility grid from the Project. Lessee may, but shall have no obligation to, provide a notice of the Commercial Operation Date, and may record such notice against the Premises.
Lease Term:	If the Lessee has not given a Termination Notice prior to the expiration of the Construction Period, the Lease Term shall commence on the Effective Date and expire at 11:59 p.m. on the thirtieth (30th) anniversary of the December 31 immediately following the Commercial Operation Date.
Renewal Terms:	Lessee shall have the right, at its option, to extend the Lease Term for one (1) additional period of ten (10) years. Upon mutual agreement in writing by Lessee and Landowner, the Lease Term may be extended for one (1) additional period of ten (10) years.
Annual Rent:	Commencing on the Construction Date and continuing throughout the Lease Term, and any Renewal Terms, Lessee will pay to Landowner [REDACTED] per acre of the Premises with a [REDACTED] annual escalator.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of each party contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landowner and Lessee hereby agree as follows:

**ARTICLE I.
 Premises; Use; Easements**

Section 1.1 Lease of Premises for Solar Energy Purposes.

Landowner leases the Premises to Lessee, and Lessee leases the Premises from Landowner for the purpose of developing, constructing, installing, using, maintaining, operating, replacing, relocating and removing all or any portion of the Project, including but not limited to monitoring, testing (including without limitation, environmental, archaeological and geotechnical test and studies) and evaluating the Premises for solar energy generation; activities related to the production of solar energy including solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Lessee’s use of the Premises shall include the right to create noise, electric and magnetic fields, and impacts to the view of and from the Property. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall

have the exclusive right to use any portion of the Property for Solar Energy Purposes. The term “**Solar Energy Purposes**” means converting solar energy into electrical energy or collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 1.2 No Required Construction or Production.

Lessee makes no representations or warranties to Landowner regarding the likelihood of success of development or power generation from the Premises. Nothing contained in this Lease shall be construed as requiring Lessee (i) to undertake construction or installation or to alter or remove any Project on the Premises or elsewhere, except for removal of all Solar Facilities upon the expiration, surrender or earlier termination of this Lease as provided herein; (ii) to continue operation of any Solar Facilities from time to time located on the Premises or elsewhere; (iii) to generate or sell any minimum or maximum amount of electrical energy from the Premises; and the decision if, when and to what extent that such construction and generation will occur shall be solely in Lessee’s discretion. Landowner acknowledges that Lessee has made no representations or warranties to Landowner, including any regarding development of, or the likelihood of power generation from, the Premises.

Section 1.3 Use.

Lessee shall use the Premises only for Solar Energy Purposes and any lawful purposes reasonably related thereto. As it applies to any lawful purposes related to the use of Premises for Solar Energy Purposes, Lessee’s use of the Premises shall not unreasonably interfere with the Landowner’s peaceful and quiet enjoyment of the remainder of the Property not subject to this Lease.

Section 1.4 Siting.

Lessee and Landowner acknowledge that the Site Plan may not reflect the final location of the Project, and Lessee agrees to consult with Landowner prior to finalizing the Project design and layout. Landowner and Lessee agree to replace **Exhibit B** with the final Site Plan once agreed to between Landowner and Lessee, at which time the Premises shall be the location set forth on such final Site Plan; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the Term (as defined below) of this Lease. If Lessee elects to utilize less than the entire Property for the project, then the final Site Plan shall locate the Project in such a manner as not to unreasonably interfere with Landowner’s use and enjoyment of the remainder of the Property not included in the Premises. However, the final location of Solar Facilities shall be the decision of the Lessee only subject to the Landowner approval provisions of Section 1.5.

Section 1.5 Easements.

(a) **Access Easement.** Landowner hereby grants to Lessee, for the Term, an easement on, over, under, upon and across and on the Property for ingress to and egress from Solar Facilities whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**Access Easement**”). Lessee shall have the right to improve, maintain, replace and repair existing roads and lanes, or to build new roads, shall run with and bind the Property for

the benefit of the Premises, and shall inure to the benefit of and be binding upon Landowner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. If Lessee utilizes less than the entire Property for the Project, then the location of new or relocated roads and lanes over any portion of the Property not included in the Premises must be approved by Landowner in advance, and such approval may not be unreasonably withheld, conditioned, or delayed.

(b) **Solar Easement.** Landowner hereby grants and conveys to Lessee, for the Term, an easement (the “**Solar Easement**”) on, over and across the Property, for the benefit of the Premises, for direct sunlight to any solar panels installed on the Premises (“**Solar Access**”). As grantee under the Solar Easement, Lessee shall have the right to trim, cut down and remove any trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which obstruct Solar Access or otherwise interfere with or endanger the Project. For the avoidance of doubt, Landowner shall not be allowed to construct or permit the construction of any improvements on the property that would impede Solar Access to the Project.

(c) **Utility Easement.** Landowner hereby grants and conveys to Lessee, for the Term, a non-exclusive access and utility easement (the “**Utility Easement**,” and together with the Access Easement and Solar Easement, the “**Easements**”), for the benefit of the Premises, (i) on, over and across the Property for the purpose of accessing any such systems or utility lines for the purpose of repair or maintenance; (ii) on, over, under and across those portions of the Property identified on the Site Plan for the purpose of constructing, reconstructing, replacing, removing, maintaining, operating and using from time to time a system of underground electrical lines and/or above-ground poles and such wires and cables as from time to time are suspended therefrom, together with all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said poles, wires, cables and lines; and (iii) on, over and across any portion of the Property reasonably necessary for the purpose of erecting, constructing, installing, replacing, repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining electrical lines any and all utilities (including water, wastewater, storm water detention, drainage, electric, telephone, gas, cable television, and electronic data transmission services), together with all lines, pipes, conduits and other equipment, improvements and appurtenances used in the supply and provision of such utilities; provided that the location of any such electrical lines and utilities shall not unreasonably interfere with Landowner’s use and operation of the Property. The location of Easements and the construction thereon of underground and/or above-ground systems shall not unreasonably interfere with Landowner’s use and enjoyment of any portion of the Property not included in the Premises.

(d) **Separate and Additional Easements.** Upon the request of Lessee at any time and from time to time during the Term, Landowner shall deliver to Lessee, duly executed and in recordable form, (A) stand-alone versions and/or Landowner’s countersignature on and/or consent to any subeasements granted by Lessee to a third party, and (B) Lessee shall deliver to Lessee a subeasement of any easement that has been granted to Landowner (a “**Landowner Easement**”) to the extent Landowner has the right to grant same under such Landowner Easement. Additionally, if at any time during the Term, commercial operation of the Project reasonably requires /additional easements on the Property in favor of third parties, including but not limited to any independent system operator with jurisdiction over the system in which the applicable

Project operates, the transmission system owner or operator to whose transmission lines any Project interconnects, the phone or other communications provider, or the off-taker to whom output from any Project is to be sold, Landowner shall upon request of Lessee or such third party grant such easement in such location or locations as such party may reasonable request for a reasonable fee agreed to by Landowner and Lessee or such third party. All additional easements and subeasements shall be subject to the same restriction contained in paragraph 1.5(c) above.

(e) **Running with the Land.** The burdens of the Easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property, binding upon and against Landowner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors and assigns.

(f) **Landowner Rights.**

(a) Landowner may not use the Property in a manner inconsistent with Lessee's use of any access roads or any of the Easements granted herein; and, Lessee may not locate or use the access roads or Easement in a manner inconsistent with Landowner's use of the Property not included in the Premises for farming purposes;

(b) Any such use of the Property by Landowner shall not include solar energy development or the installation of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Lessee in this Lease);

(c) Landowner shall not enter into any easements, leases or other agreements with respect to the Premises (or the Property, to the extent it affects any rights of Lessee hereunder) after the Effective Date without the prior written approval of Lessee, which approval may not be unreasonably withheld, conditioned or delayed ; any such easements, leases or agreements which Lessee approves shall expressly provide that they are subject to and subordinate in all respects to this Lease and to the rights and obligations of Landowner and any assignee hereunder;

(d) Landowner shall, at Landowner's sole cost and expense, have the express right to farm or perform other agricultural, grazing or other operations, and any other third party use or operation on the Premises during the period Construction Period; provided that all such rights to use, operate or otherwise possess the Premises shall terminate and cease no later than the Construction Date, and for the avoidance of doubt, Landowner shall not have the right to use the Premises for any reason during the Term except as expressly authorized herein.

(g) **Reduction of Premises.** Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation and/or operation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee's sole discretion. Upon Lessee's exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

(h) **Division into Separate Leases.** Lessee may use the Premises for one or more Projects on the Premises and designate such Projects in its sole discretion. If Lessee elects to divide the Premises into multiple Projects, Landowner shall, within twenty (20) days after written request from Lessee, and without demanding any additional consideration, cooperate with Lessee in bifurcating this Lease by entering into and delivering to Lessee two or more new leases (which shall supersede and replace this Lease) that provide Lessee with separate leasehold estates in different portions of the Premises, as designated by Lessee. Each of such new leases shall: (a) specify the portion(s) of the Premises to be covered thereby, (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Lessee prior to the execution of such new leases, and except for any modifications that may be required to ensure that each party's combined obligations under such new leases do not exceed such party's obligations under this Lease) and be in a form reasonably acceptable to Lessee and Landowner; (c) be for a term equal to the remaining Term; and (d) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landowner. Further, notwithstanding any other provision of this Lease, in the event of any uncured default under any such new lease, such default shall not affect, or cause a termination of, any other such new lease or any rights or interests granted under any other such new lease.

Section 1.6 Landowner's Rights. Subject to the Easements, Landowner retains the full right to use the portion of the Property not included within the Premises; provided that:

(a) Landowner may not use the Property in a manner inconsistent with Lessee's use of any access roads or any of the Easements (hereinafter defined) granted herein;

(b) Any such use of the Property by Landowner shall not include solar energy development or the installation of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Lessee in this Lease); and

(c) Landowner shall not enter into any easements, leases or other agreements with respect to the Premises (or the Property, to the extent it affects any rights of Lessee hereunder) during the Term without the prior written approval of Lessee; provided that Landowner may grant a mortgage or deed to secure debt encumbering the Property, including the Premises, so long as Landowner obtains a non-disturbance agreement in form and substance reasonably satisfactory to Lessee stating that the lender shall not disturb the quiet possession of the Premises by Lessee pursuant to the terms of this Lease.

Section 1.7 Landowner Improvements. Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the "**Existing Homestead**"), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an "**Improvement**") located on the Property outside of the Existing Homestead. Landowner may not place or plant any Improvement on the Property after the date of this Lease which may impede or interfere with direct sunlight to any Solar Facilities, unless Landowner has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Landowner may replace any structure or improvement located in the Property as of the Effective Date (the "**Original Structure or Improvement**") with a new structure or improvement in the exact same location that does not exceed the size and dimensions

in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Landowner would like a variance of the preceding requirements, Landowner may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion

ARTICLE II. Term

Section 2.1 Term.

(a) **Term.** Lessee’s rights under the Lease commence on the Effective Date and continue through the Renewal Terms, if any, unless earlier terminated pursuant to the terms hereof (the “**Term**”).

(b) **Option Exercised.** Landowner and Lessee hereby acknowledge and agree that Landowner previously granted to Lessee an option for this Lease (“Option”), that Lessee has timely exercised the Option and Landowner has received all of the payments due to Landowner under the Option agreement.

(c) **Renewal Term(s).** Lessee shall have the right, at its option, to extend the Lease Term for the Renewal Terms (each, a “**Renewal Term**”). To exercise an option to extend the Lease Term for a Renewal Term, Lessee must deliver a written extension notice to Landowner prior to the expiration of the Lease Term or the Renewal Term, as applicable. Lessee must deliver the written notice. The Lease Term shall continue during each Renewal Term on the same terms and conditions applicable during the Lease Term, except as specifically provided herein. If Lessee fails to effectively exercise an option to renew the Lease Term, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Lease Term hereof.

Section 2.2 Termination of the Lease.

Lessee may terminate this Lease with respect to all or a portion of the Premises at any time and for any reason by giving Landowner a notice of termination (“**Termination Notice**”) at least thirty (30) days in advance. Lessee shall pay to Landowner any and all payments due pursuant to this Lease through the thirtieth (30th) day after Landowner’s receipt of the Termination Notice.

Section 2.3 Part of a Larger Project.

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee’s use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III.
Payments and Taxes

Section 3.1 Annual Rent.

Within forty-five (45) days after the Construction Date, and by February 15th of each subsequent year of the Lease Term and any Renewal Term, Lessee shall pay Landowner the sum of [REDACTED] multiplied by the acreage of the Premises (prorated for any partial acres within the Premises, rounded to the nearest hundredth of an acre) as rent for the Premises (the “**Annual Rent**”), which shall escalate at the rate of [REDACTED] annually starting at the second Annual Rent payment. The Annual Rent payment for the first and last years of the Lease Term, if less than a full calendar year, shall be prorated based on the number of days remaining in such calendar year.

Section 3.2 Taxes, Assessments and Utilities.

(a) **Real Property Taxes.** Landowner shall pay, when due, all real property taxes and assessments levied against the Property and all personal property taxes and assessments levied against any property and improvements owned by Landowner and located on the Property. Subject to Section 3.2 (c), if Landowner shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Rent otherwise due to Landowner from Lessee. In the event that the local governmental authority requires that the Premises be a separate tax parcel, any cost incurred in connection with the creation of such separate tax parcel shall be shared equally between the parties.

(b) **Personal Property Taxes.** Lessee shall pay all personal property taxes and assessments levied against the Project when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of the installation of the Project on the Premises, including any reclassification of the Premises (which may trigger the assessment of rollback taxes or an increase in the assessment ratio applicable to the Premises), Lessee shall pay or reimburse Landowner an amount equal to the rollback tax plus the increased tax within thirty (30) days after Landowner provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes.

(c) **Permitted Contests.** Either party, including the Lessee in Landowner’s name, shall have the right to contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has (i) paid the obligation in question, or (ii) so long as the contest has the effect of preventing the collection of tax, assessment or charge and the sale or foreclosure of any lien for such tax, assessment or charge, established adequate reserves to pay the obligation in the event of an adverse determination.

(d) **Utilities.** Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Project or Lessee on the Premises.

Section 3.3 Property Damage.

In the event the Property is damaged by Lessee or its contractors, licensees or other invitees in the course of the construction of the Project, ordinary wear and tear excluded, Lessee shall, at Lessee's sole option, either repair any such property damage or reimburse Landowner for Landowner's actual out-of-pocket costs for repairing such damage within thirty (30) days after Lessee's receipt of invoices evidencing such costs.

Section 3.4 Severance of Lease Payments.

Landowner acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to either (a) assign payments due to Landowner under the Lease to a third party without the consent of Lessee or (b) reserve the right to receive payments due to Landowner under the Lease in the event the Premises is transferred to a third party. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction.

(a) The parties anticipate and acknowledge that Landowner or Landowner's renters may suffer damage to crops, fences, and other property or improvements on the Premises during Lessee's development of Solar Facilities on the Premises. Lessee shall reimburse Landowner for any such damages within thirty (30) days after determining the extent of damage. Notwithstanding any provision herein to the contrary, Landowner acknowledges and agrees that it shall not be allowed to grow crops on the Premises or allow others to grow crops on the Premises (whether pursuant to a lease or other occupancy agreement) during a calendar year if, by December 1st prior to such calendar year when the growing of crops is disallowed, Lessee provides Landowner with written notice stating that Lessee intends to construct the Project in the following year ("**Construction Notice**"). In no event will Lessee have any obligation to pay Crop Damages (as defined in subsection (b) below) for any damage to crops caused by Lessee's activities on the Premises after the date of the Construction Notice.

(b) Crop damages will be calculated by the following formula: Price x Yield x Percentage of Damage x Acreage = "**Crop Damages**". Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the immediately previous two (2) years' yields of the same crop as the damaged crop, according to Landowner's records, as received from and certified by Landowner, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Landowner's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Landowner does not have yield records available, the Landowner will use FSA records for the county in which the Premises is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged

area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Landowner or Landowner's renters any loss of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Covenants, Representations and Warranties

Section 4.1 **Covenants of Lessee.** Lessee hereby covenants and agrees as follows:

(a) **Mechanic's Liens.** Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee causes the lien to be discharged of record or bonded over within forty-five (45) days after Lessee receives written notice of the filing thereof. Lessee agrees to provide for ultimate removal before it affects Landowner's rights on the Premises.

(b) **Permits and Laws.** Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises or the Project of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Landowner unless Landowner has specifically agreed to join the action. Landowner agrees not to unreasonably withhold its agreement to join such action. If Landowner, either voluntarily or involuntarily, joins any such action, or any other action brought against Lessee related to Lessee's use of the Premises, Landowner shall cooperate in every reasonable way in such contest, and Lessee shall pay to Landowner and reimburse Landowner for its reasonable and actual out-of-pocket expenses, including without limitation attorneys' fees, directly incurred in connection with such cooperation and action.

(c) **Lessee's Improvements.**

(a) After the construction of the Project, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Project to substantially the same condition that such portions of the Premises were in prior to the construction of the Project. At its sole discretion, Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, fencing, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee (with the exception of road improvements made to the areas subject to the Access Easement)

pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.1(c)

(b) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be relocated, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear and damage from casualty excepted.

(d) **Removal of the Project.**

If Lessee fails to remove any of the Solar Facilities, with the exception of roads and ground level pads, on the Property within ninety (90) days after the date the Term expires or the Lease terminates, such Solar Facilities shall be considered abandoned by Lessee and Landowner may either: (i) remove the remaining Solar Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Lessee; or (ii) consider the Solar Facilities abandoned, at which time the remaining Solar Facilities shall become the property of Landowner. If Lessee fails to remove any of the Solar Facilities as required, and Landowner elects to remove such Solar Facilities at Landowner's expense, Lessee shall reimburse Landowner for all reasonable out-of-pocket costs of removing those Solar Facilities, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner accompanied by reasonable supporting documentation, which amount may be drawn from the Removal Security (defined below).

On the fifteenth (15th) anniversary of the Commercial Operation Date and for the remainder of the Term, Lessee shall provide either a surety bond or escrow funds (the "**Removal Security**") to secure Lessee's obligations under this Section 4.3, which Removal Security shall be in the name of Landowner and/or the applicable governmental authority. Lessee shall provide Landowner written notice upon the establishment of such Removal Security, which notice shall identify the location, instructions on how to draw and amount of the Removal Security. The Removal Security shall be equal to the lesser of (i) the estimated amount, if any (the "**Net Removal Costs**"), by which the cost of removing the Solar Facilities exceeds the salvage value of such Solar Facilities, which Net Removal Costs shall be determined as set forth below; or (ii) if applicable governmental rules or permits for the Solar Facilities require the posting of security for removal of such Solar Facilities, the amount of necessary to satisfy the requirements of such governmental rules or permits. To the extent that the Net Removal Costs are zero (or negative), Lessee shall not be required to provide the Removal Security; provided, however, that Lessee shall re-evaluate the need for and amount of the Removal Security annually after the fifteenth (15th) anniversary of the Commercial Operation Date. Net Removal Costs shall be determined by the parties hereto acting in good faith. If the parties cannot agree upon the Net Removal Costs within sixty (60) days of their first attempt to do so, then the Net Removal Costs shall be determined by an independent engineer mutually selected by the parties, at Lessee's expense.

(e) **Insurance.** Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the Term, including comprehensive general liability insurance with a minimum combined occurrence and annual limitation of [REDACTED] for the period commencing on the Effective Date and continuing through the Construction Period and [REDACTED] for

the period commencing upon the expiration of the Construction Period and the earlier of the date the Solar Facilities are fully removed from the Property after the expiration or earlier termination of the Term or twelve (12) months following the expiration or earlier termination of the Term. Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well. Any such policies shall name Landowner as an additional insured and shall provide for thirty (30) days prior written notice to Landowner of any cancellation or material change. Lessee shall provide Landowner with copies of certificates of insurance evidencing this coverage upon request by Landowner. Policies shall provide coverage for any costs of defense or related fees incurred by Landowner. Lessee shall reimburse Landowner for any increase in Landowner's insurance premiums relating to the Premises, but only to the extent that such increase is directly and exclusively caused by the installation of the Solar Facilities or Lessee's operations on the Premises.

(f) **Essential Services.** Subject to Lessee's exclusive rights in Section 1.1, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities

Section 4.2 Covenants of Landowner.

(a) **Title and Authority.** Except to the extent otherwise stated in this Lease, Landowner is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Landowner has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (i) those currently of record in the county where the Property are located, or (ii) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any future encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Landowner shall, at Landowner's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Landowner to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Landowner, this Lease constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.

(b) **Cooperation to Eliminate Lien Interference and Approvals.** Landowner shall reasonably cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Landowner's title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder or property owner with any rights or interests superior to those granted to Lessee under this Lease. Landowner, at no cost or expense to Landowner, shall also reasonably cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities, including

without limitation any permit, approval or covenant required by the Kentucky Energy and Environment Cabinet. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Landowner hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property is located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of Solar Facilities on the Property and/or Projects related thereto. Landowner shall also.

(c) **Quiet Enjoyment.** As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any unreasonably interference by Landowner or any person claiming through Landowner. Landowner's activities on the Premises and any grant of rights Landowner makes to any other person with respect to the Premises shall be only as permitted under this Lease and shall not unreasonably interfere with any of Lessee's rights or activities pursuant to this Lease, including the Easements.

(d) **Operation of the Solar Facilities.** Landowner acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property and will cause or emit electromagnetic and frequency interference. Landowner covenants and agrees that the Landowner shall not assert that the Solar Facilities constitute a nuisance.

(e) **Maintenance of the Premises.** Landowner will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Landowner will maintain all other roads or trails on the Premises.

(f) **Hazardous Materials.** Landowner shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Landowner's operations, any substance which is defined as a "hazardous substance," "hazardous material," or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Landowner represents to Lessee that Landowner has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify, defend and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE V.

Assignment; Encumbrance; Continuing Nature

Section 5.1 Right to Assign/Transfer.

Lessee may at any time sell, convey, assign, sublet or otherwise transfer the whole or any portion or portions of its interests in and to this Lease, the Premises and/or the Solar Facilities and any related facilities, including, without limitation, through the grant of equal or subordinate rights and interests such as co-leases, separate leases, co-easements, separate easements, sub-easements,

licenses or similar rights to one or more persons or entities, in each case without Landowner's consent (any such sale, assignment, or other transfer, hereinafter a "Transfer" and the interests conveyed by such Transfer, hereinafter the "Transferred Interests"). Following such Transfer, the term "Lessee" shall be deemed to include each entity then holding any Transferred Interest (each, a "Transferee") and Landowner shall recognize such Transferee as Lessee's legal successor with respect to such Transferred Interest. Furthermore, upon a Transfer, (i) the transferee shall have all of the rights, benefits, and obligations of Lessee under and pursuant to this Lease with respect to such Transferred Interest; and (ii) Lessee shall not be relieved of any of its duties and obligations under this Lease relating to the Transferred Interests accruing after the effective date of such Transfer, unless Landowner specifically agrees in writing to release Lessee. No transferee, by virtue of Lessee's Transfer to it, shall acquire any greater interest in the Transferred Interests than Lessee shall have had prior to such Transfer.

Section 5.2 Right to Encumber.

Lessee may at any time mortgage all or any part of its interest in and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in and rights under this Lease to one or more entities (each, a "Lender" and collectively, "Lenders"). The rights of any and all such Lender(s) are set forth on Exhibit C attached hereto and made a part hereof. No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly in which event Lessee shall remain liable to Landowner for all obligations imposed by this Lease.

Section 5.3 Continuing Nature of Obligations.

The burdens of the Easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

**ARTICLE VI.
Condemnation**

Section 6.1 Effect of Condemnation.

If eminent domain proceedings are commenced against all or any portion of the Premises or the Easements, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Property, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee and Landowner, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 6.2 Condemnation Proceeds.

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Landowner, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 6.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 6.2.

ARTICLE VII. Default/Termination

Section 7.1 Events of Default.

(a) Each of the following shall constitute an “**Event of Default**” that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity.

(i) Any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for forty-five (45) days after written notice (“**Notice of Default**”) from Landowner;

(ii) Any other breach of this Lease by either party which continues for forty-five (45) days after Notice of Default from the non-defaulting party or, if the cure will take longer than forty-five (45), the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 7.2 Surrender.

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Landowner in good order and condition, reasonable wear and tear excepted, including without limitation, the removal of the Project and all improvements, structures, facilities, personal property, furniture, fixtures and equipment located on the Premises (but not including any driveways, ground level pads or foundations) (all such items or structures being individually and collectively, the “**Improvements**”). Lessee shall have the right and license to enter upon the Site to deconstruct and remove the Improvements from the Site within ninety (90) days after the expiration or earlier termination of this Lease. The provisions of this Section 7.2 shall survive any termination or expiration of the leasehold interest granted to Lessee hereunder, and the insurance and indemnification obligations of Lessee shall continue in full force and effect until the Improvements are removed from the Premises and all resultant injuries to the Site (but not including any driveways, ground level pads, or foundations) are remedied (reasonable wear and tear excepted).

Section 7.3 Remedies.

Landowner acknowledges and agrees that should Landowner breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Landowner agrees that Lessee shall have the

right to seek specific enforcement of this Lease as its exclusive remedy. In that event, Landowner agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

**ARTICLE VIII.
Indemnity**

Each party agrees to defend, indemnify and hold harmless the other party (the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Landowner, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

**ARTICLE IX.
Miscellaneous**

Section 9.1 Notice.

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier’s delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Landowner: Attn:
 Pantaroyal Investments, LTD

 C/O John Dixon

 2410 Fort Campbell Blvd.

 Hopkinsville, Kentucky 42240

To Lessee: Attn:
 Oriden LLC

 106 Isabella St., Suite 400

 Pittsburgh, PA 15212

Section 9.2 **Relationship of the Parties; No Third-Party Beneficiaries.**

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Landowner and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Landowner and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement.

It is mutually understood and agreed that this Lease constitutes the entire agreement between Landowner and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) **Governing Law.** This Lease is made in Kentucky and shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of law principles. If a dispute arises out of or related to the Lease, and if said dispute cannot be resolved through negotiations, the parties agree first to attempt in good faith to settle the dispute by mediation before resorting to litigation. Any mediation or litigation shall take place in the County and State in which the Project is located. Each party shall have all rights and remedies available at law or equity.

(b) **Punitive Damages.** Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Landowner and Lessee hereby waives any and all rights to recover, punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(c) **Right to Jury Trial.** Each party shall have, and retains, the right to a trial by jury, unless specifically waived in writing.

Section 9.5 Cooperation.

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Landowner re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Landowner shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be

amended to correct the inaccuracies or insufficiencies. Furthermore, Landowner agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver.

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Landowner hereunder, Lessee shall offset the amount of such overpayments to Landowner against future payments due to Landowner from Lessee hereunder.

Section 9.7 Force Majeure.

Neither Landowner nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.

Section 9.8 Confidentiality.

Landowner and Lessee shall maintain in confidence all confidential and proprietary information of the other party, including without limitation, the terms and conditions of this Lease, the payments to be made hereunder, Lessee's product design, wildlife survey data, methods of operation, methods of construction, meteorological data, and the like. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits.

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Landowner's option, Landowner and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability.

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to

any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts.

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease.

Landowner and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee, as set forth on **Exhibit D** attached hereto. Landowner hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Landowner, Lessee agrees to provide a recordable acknowledgement of such termination to Landowner.

Section 9.13 Multiple Owners.

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Landowner any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Landowner in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Landowner. At Lessee's election such payment may be by joint check or checks payable to the Landowner parties known to Lessee. The parties comprising Landowner shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Landowner hereby irrevocably directs and authorizes Lessee to make all payments payable to Landowner under this Lease and to provide all notices to Landowner under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Landowner, or to such other single person that all parties comprising Landowner shall direct by written notice to Lessee. The parties comprising Landowner shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Landowner shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Landowner under this Lease or the performance of any obligation owed to Landowner under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Landowner under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Landowner agree on pursuing such right or remedy and so notify Lessee in writing.

[Signatures on following pages]

**SIGNATURE PAGE TO SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LANDOWNER:

Panaroyal Investments, LTD, a Texas limited company

By:  (SEAL)
Name: **Panaroyal Investments, LTD**
Title: **Owner**

**SIGNATURE PAGE TO SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LESSEE:

Oriden LLC., a Delaware limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT B

SITE PLAN

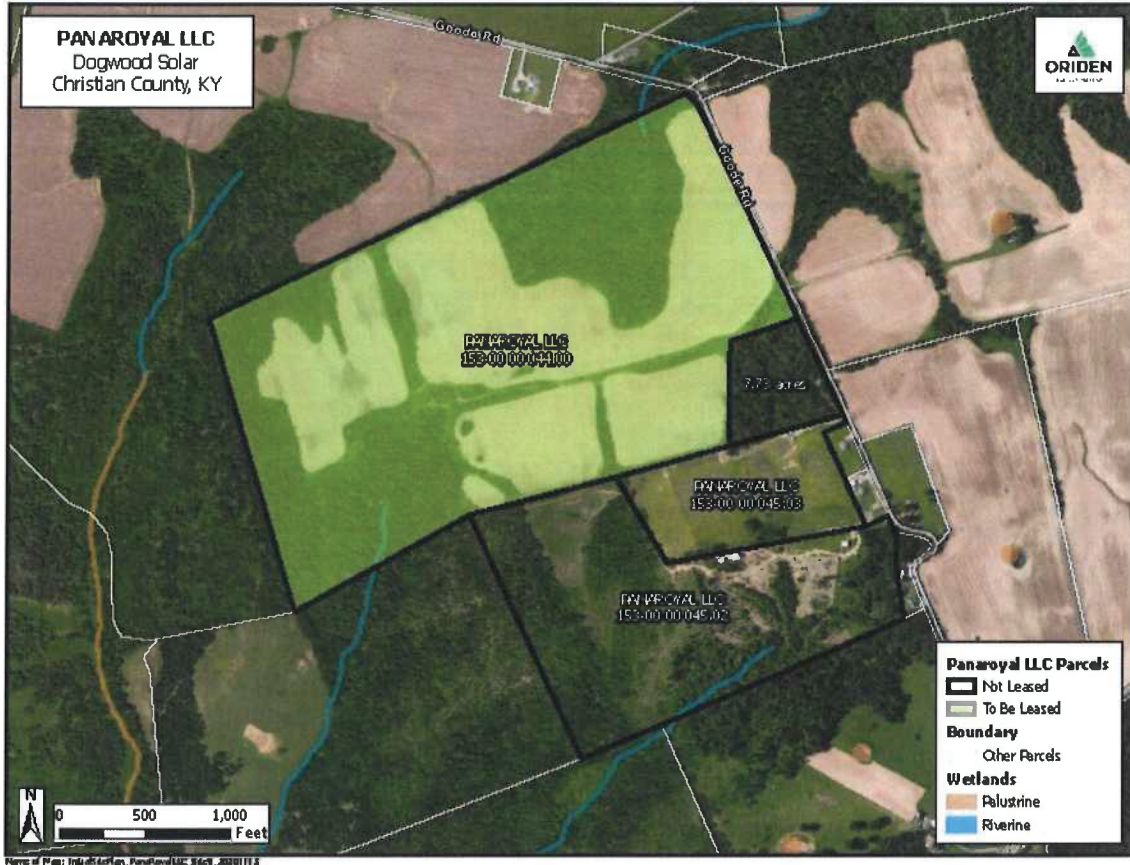


EXHIBIT C

SPECIAL FINANCING AND LENDER PROTECTIONS

For purposes of this Exhibit C, all references to “Lessee” shall also include any Transferee.

1. Lender’s Right to Possession, Right to Acquire and Right to Assign. A Lender shall have the absolute right to do one, some or all of the following things without further consent from Landowner: (a) assign its lender’s lien; (b) enforce its lender’s lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to Lessee’s leasehold and easement estates (individually or collectively, as the context may require, “**Leasehold Estate**”) granted by this Lease; (d) take possession of and operate the Project and the Solar Facilities or any portion thereof and perform any obligations to be performed by Lessee hereunder, or cause a receiver to be appointed to do so; (e) assign or transfer the Leasehold Estate or sublease to a third party; or (f) exercise any rights of Lessee under this Lease. Upon acquisition of the Leasehold Estate by a Lender or any other third party who acquires the same from or on behalf of the Lender, Landowner shall recognize the Lender or such other party (as the case may be) as Lessee’s proper successor, and the Lease shall remain in full force and effect.

2. Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Lessee, Landowner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, concurrently with delivery of such notice to Lessee, of which Landowner has been provided written notice.

3. Cure. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, as is given to Lessee after Lessee’s receipt of a Notice of Default under this Lease, plus, in each instance, the following additional time periods: (i) thirty (30) days in the event of any monetary Event of Default; and (ii) sixty (60) days in the event of any non-monetary Event of Default; provided, however, that (a) such sixty (60)-day period shall be extended for the time reasonably required by the Lender to complete such cure, including the time required for the Lender to obtain possession of the Premises (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (b) the Lender shall not be required to cure those Events of Default which are not reasonably susceptible of being cured or performed by such party (“**Non-Curable Defaults**”). The Lender shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee under this Lease for purposes of curing such Event of Default. Landowner shall not terminate this Lease prior to expiration of the cure periods available to a Lender as set forth above. Further, (x) neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease as long as the rent and all other amounts payable by Lessee under this Lease are paid by the Lender in accordance with the terms thereof and (y) Non-Curable Defaults shall be deemed waived by Landowner upon completion of foreclosure proceedings or other acquisition of the Leasehold Estate.

4. Deemed Cure; Extension. If any Event of Default by Lessee under this Lease cannot be cured without obtaining possession of all or part of (a) the Solar Facilities or (b) the Leasehold Estate, then any such Event of Default shall nonetheless be deemed remedied if: (i) within sixty (60) days after receiving notice from Landowner as set forth hereinabove, a Lender

acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Lender performs all other obligations as and when the same are due in accordance with the terms of this Lease. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee from commencing or prosecuting the proceedings described above, then the sixty (60)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

5. Liability. A Lender that does not directly hold an interest in this Lease, or that holds only a lender's lien, shall not have any obligation under this Lease prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Lease only for and during the period of time that such Lender directly holds such absolute title. Further, If a Lender elects to (a) perform Lessee's obligations under this Lease, (b) continue Lessee's operation of an energy project on the Premises, (c) acquire any portion of Lessee's right, title, or interest in the Premises or in this Lease or (d) enter into a new lease as provided herein, then such Lender shall have no personal liability to Landowner, and Landowner's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Project. Moreover, any Lender or other party who acquires the Leasehold Estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Leasehold Estate.

6. New Lease to Lender. If this Lease (a) terminates because of Lessee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Lender has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Landowner shall, upon written request from such Lender received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new lease in favor of such Lender, which new lease shall (i) contain the same terms as this Lease (except for any requirements that have been fulfilled by Lessee prior to such termination, foreclosure, rejection or disaffirmance hereinafter referred to as a "**Terminating Event**"), (ii) be for a term commencing on the date of such Terminating Event, and continuing for the remaining term of this Lease before giving effect to such Terminating Event, (iii) contain a lease of the Premises or such portion thereof as to which such Lender held a lender's lien on the date of such Terminating Event, (iv) contain a grant to the Lender of access, transmission, communications, utility and other easements covering such portion or portions of the Premises as such Lender may reasonably designate and (v) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landowner; and, until such time as such new lease is executed and delivered, the Lender may use the Premises to conduct an energy project thereon as if the Lease were still in effect. At the option of the Lender, the new lease may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of Lessee thereunder.

7. Lender's Consent. Notwithstanding any provision of this Lease to the contrary, (a) Landowner shall not agree to a modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce

the security for its lender's lien and (b) Landowner shall not accept a surrender of the Premises or any part thereof or a termination of this Lease; in each such case without the prior written consent of each Lender.

8. Further Amendments. At Lessee's request, Landowner, without demanding additional consideration therefor, shall amend this Lease to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or obligations of Landowner under this Lease, or extend the Term beyond the term set forth in Article II of this Lease. Further, Landowner shall, within ten (10) days after written notice from Lessee or any existing or proposed Lender, execute and deliver thereto (i) a certificate to the effect that Landowner recognizes a particular entity as a Lender under this Lease and will accord to such entity all the rights and privileges of a Lender hereunder and (ii) an estoppel certificate (a) certifying that this Lease is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the rent and all other sums due and payable have been paid, (c) certifying that to the best of the Landowner's knowledge there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by the party requesting same. Landowner's failure to deliver any such certificate within such time shall be conclusive upon Landowner that this Lease is in full force and effect and has not been modified, the rent and all other sums due and payable have been paid through the date of such written notice, there are no uncured Events of Default by the requesting party hereunder and the other certifications so requested are in fact true and correct.

[Remainder of page intentionally left blank]

EXHIBIT D

FORM OF MEMORANDUM OF LEASE

[Attached]

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

**Oriden LLC
106 Isabella Street
Suite 400
Pittsburgh, PA 15212**

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

**MEMORANDUM OF SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

This **MEMORANDUM OF SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT** (this "**Memorandum**") is dated [_____], 20[___] (the "**Effective Date**"), and is made by and between **Panaroyal Investments, LTD**, a Texas limited company, with an address at 2410 Fort Campbell Blvd., Hopkinsville, Kentucky 42240, ("**Landowner**") and **Oriden LLC**., a Delaware limited liability company, with an address at 106 Isabella Street, Suite 400, Pittsburgh, PA 15212 ("**Lessee**").

WHEREAS, Landowner owns certain real property located in the City of Christian County, Kentucky, as more particularly described on the attached **Exhibit A** (the "**Property**"), pursuant to that certain Deed, dated as of [_____] [____], 20[____], which is of record in Deed Book _____, in Office of the County Clerk for Christian County, Kentucky, which Property is owned in fee simple by the Landowner; and

WHEREAS, pursuant to that certain Solar Energy Ground Lease and Easement Agreement (the "**Lease**") dated [_____] (the "**Effective Date**"), Landowner has leased to Lessee a portion of the Property in the approximate location shown on the site plan attached hereto as **Exhibit B** (the "**Premises**"), and Landowner has granted to Lessee certain rights including certain easements as more particularly described in the Lease; and

WHEREAS, Landowner and Lessee desire to give notice of the Lease by recording this Memorandum.

NOW THEREFORE, Landowner and Lessee state as follows:

1. **Lease of Premises; Exclusive Rights.** Landowner has leased the Premises to Lessee for the purpose of converting solar energy into electrical energy or collecting and transmitting the electrical energy so converted, together with any and all activities related thereto ("**Solar Energy Purposes**"), including through the development, construction, operation and maintenance of a solar photovoltaic electricity generation and storage facility (the "**Project**") Lessee has the exclusive right to use the Premises for Solar Energy Purposes.

2. **Lease Term; Extension of Term.** Lessee's rights under the Lease commence on the Effective Date and continue through the Renewal Terms, if any. The Lease Term commences on the Effective Date and expires at 11:59 p.m. on the thirtieth (30th) anniversary of the December 31 immediately following the Commercial Operation Date, as that term is defined in the Lease (the "**Initial Term**"). Lessee has right to extend the Lease Term for two (2) additional periods of ten (10) years (the Initial Term and the Renewal Terms, if exercised, being the "**Lease Term**").

3. **Termination Right.** Lessee may terminate this Lease with respect to all or a portion of the Premises at any time and for any reason by giving Landowner a Termination Notice at least thirty (30) days in advance.

4. **Easements.** Landowner has granted Lessee certain easements for the Lease Term, as follows:

(a) **Access Easement.** An easement on, over, under, upon and across and on the Property for ingress to and egress from Premises by means of existing roads and lanes or such other route or routes as Lessee may determine are reasonably necessary to access the Premises, for either the operation or construction of the Project, with Landowner's consent, which consent shall not be unreasonably withheld, conditioned or delayed (the "**Access Easement**"). Lessee shall have the right to improve, maintain, replace and repair existing roads and lanes, or to build new roads, shall run with and bind the Property for the benefit of the Premises, and shall inure to the benefit of and be binding upon Landowner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. Lessee's use of the Access Easement shall not materially interfere with the business operations or rights of the Landowner. Lessee's use of the Access Easement shall be subject to such reasonable rules and regulations as Landowner may establish from time to time.

(b) **Solar Easement.** An easement (the "**Solar Easement**") on, over and across the Property, for the benefit of the Premises, for direct sunlight to any solar panels installed on the Premises ("**Solar Access**"). As grantee under the Solar Easement, Lessee shall have the right to trim, cut down and remove any trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which obstruct Solar Access or otherwise interfere with or endanger the Project. For the avoidance of doubt, Landowner shall not be allowed to construct or permit the construction of any improvements on the property that would impede Solar Access to the Project.

(c) **Utility Easement.** An easement (the "**Utility Easement**," and together with the Access Easement and Solar Easement, the "**Easements**"), on, over, under, upon and across and on the Property for the benefit of the Premises, (i) on, over and across the Property for the purpose of accessing any such systems or utility lines for the purpose of repair or maintenance; (ii) on, over, under and across those portions of the Property identified on the Site Plan for the purpose of constructing, reconstructing, replacing, removing, maintaining, operating and using from time to time a system of underground electrical lines and/or above-ground poles and such wires and cables as from time to time are suspended therefrom, together with all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said poles, wires, cables and lines; and (iii) on, over and across any portion of the Property reasonably necessary for the purpose of erecting, constructing, installing, replacing,

repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining electrical lines any and all utilities (including water, wastewater, storm water detention, drainage, electric, telephone, gas, cable television, and electronic data transmission services), together with all lines, pipes, conduits and other equipment, improvements and appurtenances used in the supply and provision of such utilities; provided that the location of any such electrical lines and utilities shall not unreasonably interfere with Landowner's use and operation of the Property.

5. **Multiple Counterparts.** This Memorandum may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

6. **Conflict.** The sole purpose of this instrument is to give notice of the Lease, as the same may be amended or supplemented from time to time, and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein. In the event of a conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall prevail.

[Signatures on following pages]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Solar Energy Ground Lease and Easement Agreement as of the day and year first written above.

LANDOWNER:

Panaroyal Investments, LTD, a Texas limited company

By: *John Dixon*
Name: **Panaroyal Investments, LTD**
Title: Owner

STATE OF KENTUCKY

COUNTY OF Christian

Before me, **John Dixon**, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **John Dixon, president of Panaroyal Investments, LTD**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Hopkinsville Kentucky, this 7th day of December, 2020.

Kayla R. Shephard
Notary Public



NOTARY PUBLIC
KENTUCKY STATE AT LARGE
Kayla R. Shephard
KYNP3910

March 2, 2024
My Commission Expires:

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Solar Energy Ground Lease and Easement Agreement as of the day and year first written above.

LESSEE:

Oriden LLC., a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF KENTUCKY

COUNTY OF _____

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, as _____, on behalf of **Oriden LLC.**, a Delaware limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in _____, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of Property

Being [a portion of] the same property conveyed from [_____] to [_____] by Deed dated [_____] and recorded on [_____] at [Deed Book/Page or Instrument Number], Office of the County Clerk for [_____] County, Kentucky.

Tax Parcel No.:

OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT

This OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT (“**Agreement**”) is made on April 20, 2020 (“**Effective Date**”) by and between **James E. Wells**, an unmarried individual (“**Landowner**”) and **Oriden, LLC**, a Delaware limited liability company, and its successors, assigns or sublessees (“**Lessee**”).

WHEREAS, Landowner owns that certain real property situated in Christian County, Kentucky, consisting of approximately **257.46** acres, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Property**”); and

WHEREAS, Lessee intends to develop a solar energy project (“**Project**”) in the vicinity of the Property, and in connection therewith, desires to obtain an option to lease all or a portion of the Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of each party contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landowner and Lessee hereby agree as follows:

1. **Grant of Option.** Landowner hereby grants to Lessee the exclusive option (“**Option**”) to lease all or a portion of the Property for the purposes of the development, operation and maintenance of a solar energy project and related activities. In order to exercise the Option, Lessee shall give Landowner written notice of exercise (“**Option Exercise Notice**”) prior to the expiration of the Option Period (as defined in Section 2 hereof). Lessee shall have the right, in its sole discretion, to exercise the Option with respect to the entire Property or to only a portion of the Property. The Option Exercise Notice will be in substantially the form set forth on **Exhibit B** attached hereto and made a part hereof.

2. **Recording of Memorandum.** Lessee, at Lessee’s sole cost and expense, will record a memorandum of this Agreement in the land records of the County(ies) in which the Property is located, which memorandum shall be in the form attached hereto as **Exhibit C** and made a part hereof.

3. **Option Period.** The term “**Option Period**” shall mean the period of time beginning on the Effective Date and ending on the earlier of either (i) fourth anniversary of the Effective Date, or (ii) the date Lessee exercises the Option (“**Option Exercise Date**”). During the Option Period, Lessee may enter the Property at any time, without prior notice to Landowner, to install, construct, use, operate, maintain, replace, relocate, deconstruct, and remove on and from the Property solar energy monitoring equipment, consisting of one or more solar panels, anchors, foundations, fences and monitoring instrumentation and equipment to protect and otherwise facilitate Lessee’s solar energy monitoring activities. Lessee shall also have the right to conduct other meteorological and environmental studies, conduct soil and geologic studies, and take photographs upon and of the Property. Lessee shall also have the right to apply for any and all permits and applications necessary in connection with the activities permitted by this Section 3 and in connection with the Project. Landowner shall cooperate with Lessee in connection with such applications, which cooperation shall include but not be limited to signing application forms

and associated documents when so requested by Lessee. Provided that Lessee has paid all sums to Landowner due and owing hereunder, Lessee shall have the right, upon written notice to Landowner, to extend the Option Period for one (1) additional period of one (1) year by giving written notice of extension to Landowner prior to the expiration of the Option Period. If extended in accordance with the foregoing, the term “**Option Period**” shall include the initial Option Period and the Extended Option Period. Notwithstanding anything contained herein to the contrary, Lessee shall have the right, at any time, for any reason, to terminate this Agreement provided that all sums due and owing to Landowner hereunder have been paid.

4. **Option Fee.** Lessee shall pay to Landowner an annual “**Option Fee**” in accordance with the following schedule:

- (a) [REDACTED] payable within thirty (30) days after the Effective Date;
- (b) [REDACTED] payable on the first anniversary of the Effective Date;
- (c) [REDACTED] payable on the second anniversary of the Effective Date; and
- (d) [REDACTED] payable on the third anniversary of the Effective Date.

If Lessee extends the Option Period as set forth in Section 3 hereof, Lessee shall pay to Landowner annual Option Fee payments during the Extended Option Period as follows:

- (e) [REDACTED] payable on the fourth anniversary of the Effective Date.

No payments will be required to be made under this Section 4 after the earlier of the Option Exercise Date or the date on which Lessee terminates this Agreement. For the avoidance of doubt, Lessee shall not be required to make a payment listed in this Section 4(b) through (f) if Lessee exercises the Option or terminates this Agreement prior to date on which such payment would otherwise have been required to be made.

5. **Lease.** If Lessee exercises the Option, Landowner shall lease to Lessee the portion of the Property identified by Lessee, pursuant to the terms of the Solar Energy Ground Lease and Easement Agreement attached hereto as **Exhibit D** and made a part hereof (“**Lease**”). Upon exercising the Option, Lessee will send to Landowner the Lease and the Memorandum of Lease (which is attached as an exhibit to the Lease) for Landowner to sign and notarize where applicable, and Landowner will promptly return the original to Lessee.

6. **Notice.** Notices or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier’s delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Landowner: James E. Wells
10970 Greenville Road
Hopkinsville, KY 42240

To Lessee: Oriden, LLC
106 Isabella St., Suite 400
Pittsburgh, PA 15212

7. **Burdens Run With and Against the Property.** The burdens of this Agreement shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Landowner and its heirs, successors, assigns, permittees, licensees, lessees, employees and agents. This Agreement and the rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees, employees and agents.

8. **Exclusivity.** The rights granted to Lessee hereunder are exclusive. Accordingly, Landowner shall not grant any other party the right to conduct solar energy monitoring activities or other due diligence activities on the Property in anticipation of solar energy uses during the Option Period. Landowner shall not grant any other option, leasehold interest, easements, or other encumbrances to title to any person or entity other than Lessee during the Option Period except for monetary liens, which shall be discharged by Landowner or consented to by Lessee prior to the Option Exercise Date.

9. **Confidentiality.** Landowner and Lessee shall maintain in confidence all confidential and proprietary information of the other party, including the terms of this Agreement and payments under this Agreement, and Lessee's methods of operation, methods of construction, data, and the like. Notwithstanding the foregoing, Landowner and Lessee may disclose the terms of this Agreement to their respective legal and financial advisers. The parties agree that the confidentiality obligation set forth herein shall survive for four (4) years after the expiration or earlier termination of this Agreement.

10. **Representations and Warranties.** Landowner hereby represents and warrants to Lessee as follows:

(a) Landowner is the true and lawful owner of the Property in fee simple and has the right and authority to grant the Option and, if the Option is exercised, the Lease;

(b) There are no rights, options or other agreements of any kind to lease, purchase, develop, acquire, sell or dispose of the Property, or any interest therein, nor any claims to any such options, rights or other agreements;

(c) The Property is not in violation of any law or governmental order or regulation or of any easement, restriction, condition or covenant affecting the Property;

(d) Landowner is not aware of any hazardous substances located in or on the Property which are in violation of any applicable environmental law, rule, regulation or order; and

(e) There is no legal action or proceeding pending or threatened against Landowner or the Property.

11. Default and Remedies.

(a) If Landowner breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after Landowner's receipt of written notice of the breach from Lessee, Lessee shall be entitled to avail itself of any and all remedies available at law or in equity.

(b) If Lessee fails to pay Landowner any sum of money due hereunder, Lessee shall not be in default of this Agreement unless Lessee has received written notice of such failure from Landowner, and Lessee has failed to cure such non-payment within thirty (30) days after receipt of such notice.

12. Assignment.

(a) In no event shall Landowner assign this Agreement, or the right to receive the payments hereunder, to any third party, unless Landowner sells its fee interest in the Property to a third party. Such prohibition includes, but is not limited to, an assignment of leases and rents in connection with Landowner obtaining a mortgage on all or a portion of the Property. Any attempt to assign this Agreement by Landowner for any reason other than the sale of the Property shall be null and void.

(a) Lessee shall have the right to assign this Lease, in Lessee's sole discretion, and will give Landowner prompt notice of such assignment, along with the new notice address of the assignee.

13. Time of the Essence. Time is of the essence in regard to this Agreement and to all the terms, conditions, obligations and agreements contained in this Agreement.

14. Governing Law. The terms and provisions of this Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

15. Interpretation. The parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, either party.

16. Partial Invalidity. If any term, provision, condition, or part of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms, provisions, conditions, or parts, or application thereof to any

person or circumstance shall continue in full force and effect, unless the invalidity or unenforceability in question causes the primary intention of the parties under this Agreement to be frustrated.

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

18. **Signing Bonus.** Lessee will pay to Landowner a one-time signing bonus in the amount of [REDACTED] (“Signing Bonus”) within thirty (30) days after Lessee’s receipt of such original.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LANDOWNER:

James E. Wells, an unmarried individual

By:

Name: James E. Wells *James E. Wells*

Title: Owner

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LESSEE:

Oriden LLC., a Delaware limited liability company


By:  (SEAL)
Name: MASAHIRO OGISO
Title: PRESIDENT

EXHIBIT A

Legal Description of Property

Parcel 1:

BEGINNING at a stake in the West right of way of Ky. 107 in the Northeast corner of the Dogwood Cemetary property and being 30 feet from the center of said Hwy. Ky. 107, thence with said cemetary property North 79 degrees 17 minutes 22 seconds West 466.35 feet to a King post in the cemetary, Dogwood Baptist Church property, thence with fence North 8 degrees 46 minutes 46 seconds East 123.44 feet to a King post, thence North 75 degrees 44 minutes 37 seconds West 512.67 feet to an iron pin by King post, thence South 48 degrees 22 minutes 57 seconds West 358.94 feet to an iron pin by a King post in the North right of way of the Kelly Road, a county road, thence with said right of way North 86 degrees 28 minutes 04 seconds West 166.54 feet to a 30 inch sycamore tree, thence North 81 degrees 35 minutes 33 seconds West 719.51 feet to a 6 inch sassafras in said right of way of Kelly Road, thence leaving said road North 9 degrees 55 minutes 01 second East 2846.58 feet to an 18 inch Beech tree with the top broken out, thence North 48 degrees 45 minutes 06 seconds West 935.99 feet with fence to a 12 inch oak, thence with fence North 43 degrees 18 minutes 13 seconds West 59.72 feet to an 18 inch Twin Oak, thence with fence North 7 degrees 09 minutes 40 seconds East 495.83 feet to a 24 inch Oak, thence with fence North 71 degrees 44 minutes 39 seconds East 395.71 feet to an 18 inch Sealey Bark Hickory, thence with fence North 86 degrees 39 minutes 16 seconds East 519.05 feet to a 15 inch oak, thence leaving said fence, North 1 degree 53 minutes 31 seconds West 2126.61 feet to a 6 inch walnut in another fence line, thence with said fence North 77 degrees 50 minutes 36 seconds East 715.10 feet to a 15 inch oak on the South edge of a branch, thence South 58 degrees 37 minutes 37 seconds East 442.60 feet to a 14 inch white oak on the West edge of branch, thence South 6 degrees 34 minutes 35 seconds East 316.43 feet to a sandstone rock set as a marker on the West edge of branch, thence South 5 degrees 49 minutes 27 seconds East 368.56 feet to an iron pin in the center of said branch, thence South 0 degrees 33 minutes 52 seconds East 1024.09 feet to an iron pin on the East side of branch, thence South 0 degrees 30 minutes 18 seconds East 806.52 feet to a 10 inch white oak on the East bank of said branch, thence leaving branch South 60 degrees 33 minutes 25 seconds East 631.60 feet with a fence to a 4 inch persimmon tree, thence with a fence South 20 degrees 43 minutes 10 seconds West 431.81 feet to an iron pin, thence with a fence South 59 degrees 19 minutes 11 seconds East 581.02 feet to a King post, thence with a fence South 17 degrees 51 minutes 09 seconds West 511.67 feet to an iron post, thence leaving fence at the slaughter house property, North 75 degrees 21 minutes 04 seconds West 170.35 feet to a stake thence South 13 degrees 22 minutes 57 seconds West 340.94 feet to a stake, thence South 62 degrees 01 minute 50 seconds East 388.66 feet to an iron pin on the South edge of the dedicated right of way of road to the slaughter house property, thence South 2 7 degrees 05 minutes 54 seconds West 340.16 feet to an old dead snag, thence South 81 degrees 44 minutes 01 second East 375.65 feet to a stake in the Southwest right of way of Ky. 107, thence with said right of way South 26 degrees 58 minutes 29 seconds West 438.31 feet to a stake, thence North 69 degrees 26 minutes 11 seconds West 204.93 feet to a stake, thence South 20 degrees 15 minutes 09 seconds West 325.34 feet to a stake in a fence, thence with said fence South 71 degrees 27 minutes 20 seconds East 168.72 feet to an iron pin in the right of way of Ky. 107, thence with said right of way South

26 degrees 44 minutes 30 seconds West 181.21 feet to an iron pin, thence North 72 degrees 30 minutes 45 seconds West 214.58 feet to a stake in a fence at a pond, thence with fence South 22 degrees 24 minutes 00 seconds West 541.11 feet to a King post, thence South 65 degrees 58 minutes 59 seconds East 170.81 feet to a stake in the right of way of Ky. 107, thence with said right of way South 26 degrees 28 minutes 53 seconds West 208.45 feet to the point of beginning, containing 263.08 acres, more or less, according to the survey of James T. Boren, Ky. L.S. No. 1523, dated March 30, 1978.

PID: 135-0000024.00

EXHIBIT B

Form of Exercise Notice

[Attached]

_____, 20__

VIA OVERNIGHT COURIER

Dear _____:

Reference is made to that certain Option for Solar Energy Ground Lease and Easement Agreement dated _____ (“**Option Agreement**”) by and between **James E. Wells**, an unmarried individual (“**Landowner**”) and **Oriden LLC.**, a Delaware limited liability company (“**Lessee**”) with respect to certain real property located in Christian County, Kentucky, as more particularly described and/or depicted in the Option Agreement, and as further described as follows (“**Property**”):

Parcel 1:

BEGINNING at a stake in the West right of way of Ky. 107 in the Northeast corner of the Dogwood Cemetery property and being 30 feet from the center of said Hwy. Ky. 107, thence with said cemetery property North 79 degrees 17 minutes 22 seconds West 466.35 feet to a King post in the cemetery, Dogwood Baptist Church property, thence with fence North 8 degrees 46 minutes 46 seconds East 123.44 feet to a King post, thence North 75 degrees 44 minutes 37 seconds West 512.67 feet to an iron pin by King post, thence South 48 degrees 22 minutes 57 seconds West 358.94 feet to an iron pin by a King post in the North right of way of the Kelly Road, a county road, thence with said right of way North 86 degrees 28 minutes 04 seconds West 166.54 feet to a 30 inch sycamore tree, thence North 81 degrees 35 minutes 33 seconds West 719.51 feet to a 6 inch sassafras in said right of way of Kelly Road, thence leaving said road North 9 degrees 55 minutes 01 second East 2846.58 feet to an 18 inch Beech tree with the top broken out, thence North 48 degrees 45 minutes 06 seconds West 935.99 feet with fence to a 12 inch oak, thence with fence North 43 degrees 18 minutes 13 seconds West 59.72 feet to an 18 inch Twin Oak, thence with fence North 7 degrees 09 minutes 40 seconds East 495.83 feet to a 24 inch Oak, thence with fence North 71 degrees 44 minutes 39 seconds East 395.71 feet to an 18 inch Sealey Bark Hickory, thence with fence North 86 degrees 39 minutes 16 seconds East 519.05 feet to a 15 inch oak, thence leaving said fence, North 1 degree 53 minutes 31 seconds West 2126.61 feet to a 6 inch walnut in another fence line, thence with said fence North 77 degrees 50 minutes 36 seconds East 715.10 feet to a 15 inch oak on the South edge of a branch, thence South 58 degrees 37 minutes 37 seconds East 442.60 feet to a 14 inch white oak on the West edge of branch, thence South 6 degrees 34

minutes 35 seconds East 316.43 feet to a sandstone rock set as a marker on the West edge of branch, thence South 5 degrees 49 minutes 27 seconds East 368.56 feet to an iron pin in the center of said branch, thence South 0 degrees 33 minutes 52 seconds East 1024.09 feet to an iron pin on the East side of branch, thence South 0 degrees 30 minutes 18 seconds East 806.52 feet to a 10 inch white oak on the East bank of said branch, thence leaving branch South 60 degrees 33 minutes 25 seconds East 631.60 feet with a fence to a 4 inch persimmon tree, thence with a fence South 20 degrees 43 minutes 10 seconds West 431.81 feet to an iron pin, thence with a fence South 59 degrees 19 minutes 11 seconds East 581.02 feet to a King post, thence with a fence South 17 degrees 51 minutes 09 seconds West 511.67 feet to an iron post, thence leaving fence at the slaughter house property, North 75 degrees 21 minutes 04 seconds West 170.35 feet to a stake thence South 13 degrees 22 minutes 57 seconds West 340.94 feet to a stake, thence South 62 degrees 01 minute 50 seconds East 388.66 feet to an iron pin on the South edge of the dedicated right of way of road to the slaughter house property, thence South 2 7 degrees 05 minutes 54 seconds West 340.16 feet to an old dead snag, thence South 81 degrees 44 minutes 01 second East 375.65 feet to a stake in the Southwest right of way of Ky. 107, thence with said right of way South 26 degrees 58 minutes 29 seconds West 438.31 feet to a stake, thence North 69 degrees 26 minutes 11 seconds West 204.93 feet to a stake, thence South 20 degrees 15 minutes 09 seconds West 325.34 feet to a stake in a fence, thence with said fence South 71 degrees 27 minutes 20 seconds East 168.72 feet to an iron pin in the right of way of Ky. 107, thence with said right of way South 26 degrees 44 minutes 30 seconds West 181.21 feet to an iron pin, thence North 72 degrees 30 minutes 45 seconds West 214.58 feet to a stake in a fence at a pond, thence with fence South 22 degrees 24 minutes 00 seconds West 541.11 feet to a King post, thence South 65 degrees 58 minutes 59 seconds East 170.81 feet to a stake in the right of way of Ky. 107, thence with said right of way South 26 degrees 28 minutes 53 seconds West 208.45 feet to the point of beginning, containing 263.08 acres, more or less, according to the survey of James T. Boren, Ky. L.S. No. 1523, dated March 30, 1978.

PID: 135-0000024.00

Buyer hereby exercises the Option to lease a portion of the Property. Enclosed herewith is the Solar Energy Ground Lease and Easement Agreement for you to sign and return to us.

IN WITNESS WHEREOF, the undersigned has executed this notice this ____ day of _____, 20__.

LESSEE:

Oriden LLC., a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT C

Form of Memorandum of Option

[Attached]

**MEMORANDUM OF OPTION FOR SOLAR ENERGY GROUND LEASE AND
EASEMENT AGREEMENT**

This **MEMORANDUM OF OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT** (“**Memorandum**”) is dated April 20, 2020, and is made by and between **James E. Wells**, an unmarried individual (“**Optionor**”) and **Oriden LLC.**, a Delaware limited liability company (“**Optionee**”).

WHEREAS, Optionor owns that certain real property located in Christian County, Kentucky, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Land**”); and

WHEREAS, Optionor and Optionee have entered into that certain Option for Solar Energy Ground Lease and Easement Agreement dated April 20, 2020 (“**Option Agreement**”) whereby Optionor has granted to Optionee an option (“**Option**”) to lease all or a portion of the Land (“**Property**”). If exercised, the parties will enter into a Solar Energy Ground Lease and Easement Agreement (“**Solar Lease**”).

NOW, THEREFORE, intending to be legally bound hereby, the parties set forth the following information with respect to the Agreement.

1. The name and address of the Optionor are:

James E. Wells
10970 Greenville Road
Hopkinsville, KY 42240

2. The name and address of the Optionee are:

Oriden, LLC
106 Isabella St., Suite 400
Pittsburgh, PA 15212

3. The date of the Option Agreement is April 20, 2020

4. The “Option Period” commenced on April 20, 2020 and expires on April 20, 2024 unless earlier exercised or terminated by Optionee.
5. Optionee has the right to extend the Option Period for one (1) additional period of one (1) year.
6. Optionor has granted to Optionee the right to enter the Property at any time during the Option Period, without prior notice to Optionor, to install, construct, use, operate, maintain, replace, relocate, deconstruct, and remove on and from the Property solar energy monitoring equipment, consisting of one or more solar panels, anchors, foundations, fences and monitoring instrumentation and equipment to protect and otherwise facilitate Optionee’s solar energy monitoring activities. Optionee shall also have the right to conduct other meteorological and environmental studies, conduct soil and geologic studies, and take photographs upon and of the Property. Optionor shall not grant any other party the right to conduct solar energy monitoring activities or other due diligence activities on the Property in anticipation of solar energy uses during the Option Period.
7. This Memorandum shall automatically terminate and be of no force or effect without the necessity of making or recording any additional instrument or writing if Optionee fails to exercise the Option during the Option Period, as the same may be extended.
8. If there are any inconsistencies between this Memorandum of Option and the Option Agreement, the Option Agreement shall in all instances be controlling.

[Signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Option as of the day and year first above written.

OPTIONOR:

James E. Wells, an unmarried individual

By: _____
Name: James E. Wells James E. Wells
Title: Owner _____

ACKNOWLEDGEMENT

STATE OF KY
COUNTY OF Christian

Before me, Amy M. Birdsong, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **James E. Wells**, an unmarried individual, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Hopkinsville, this 10th
day of April, 2020.




Amy M. Birdsong
Notary Public

9/9/22
My Commission Expires

OPTIONEE:

Oriden LLC., a Delaware limited liability company

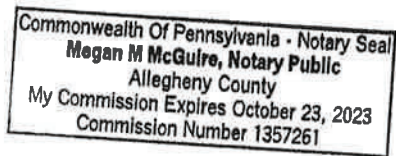
By: 
Name: MASAHIRO OGISO
Title: PRESIDENT

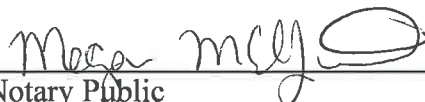
ACKNOWLEDGEMENT

STATE OF Pennsylvania
COUNTY OF Allegheny

Before me, Masahiro Ogiso, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Masahiro Ogiso, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President, of Oriden LLC, a Delaware limited liability company, and that he in such capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name for the company.

WITNESS my hand and seal, at office in 106 Isabella St Pittsburgh, this 20 day of April, 2020.




Notary Public

My Commission Expires

Exhibit A
to
Memorandum of Option for Solar Energy Ground Lease and Easement Agreement

Legal Description of Property

Parcel 1:

BEGINNING at a stake in the West right of way of Ky. 107 in the Northeast corner of the Dogwood Cemetary property and being 30 feet from the center of said Hwy. Ky. 107, thence with said cemetary property North 79 degrees 17 minutes 22 seconds West 466.35 feet to a King post in the cemetary, Dogwood Baptist Church property, thence with fence North 8 degrees 46 minutes 46 seconds East 123.44 feet to a King post, thence North 75 degrees 44 minutes 37 seconds West 512.67 feet to an iron pin by King post, thence South 48 degrees 22 minutes 57 seconds West 358.94 feet to an iron pin by a King post in the North right of way of the Kelly Road, a county road, thence with said right of way North 86 degrees 28 minutes 04 seconds West 166.54 feet to a 30 inch sycamore tree, thence North 81 degrees 35 minutes 33 seconds West 719.51 feet to a 6 inch sassafras in said right of way of Kelly Road, thence leaving said road North 9 degrees 55 minutes 01 second East 2846.58 feet to an 18 inch Beech tree with the top broken out, thence North 48 degrees 45 minutes 06 seconds West 935.99 feet with fence to a 12 inch oak, thence with fence North 43 degrees 18 minutes 13 seconds West 59.72 feet to an 18 inch Twin Oak, thence with fence North 7 degrees 09 minutes 40 seconds East 495.83 feet to a 24 inch Oak, thence with fence North 71 degrees 44 minutes 39 seconds East 395.71 feet to an 18 inch Sealey Bark Hickory, thence with fence North 86 degrees 39 minutes 16 seconds East 519.05 feet to a 15 inch oak, thence leaving said fence, North 1 degree 53 minutes 31 seconds West 2126.61 feet to a 6 inch walnut in another fence line, thence with said fence North 77 degrees 50 minutes 36 seconds East 715.10 feet to a 15 inch oak on the South edge of a branch, thence South 58 degrees 37 minutes 37 seconds East 442.60 feet to a 14 inch white oak on the West edge of branch, thence South 6 degrees 34 minutes 35 seconds East 316.43 feet to a sandstone rock set as a marker on the West edge of branch, thence South 5 degrees 49 minutes 27 seconds East 368.56 feet to an iron pin in the center of said branch, thence South 0 degrees 33 minutes 52 seconds East 1024.09 feet to an iron pin on the East side of branch, thence South 0 degrees 30 minutes 18 seconds East 806.52 feet to a 10 inch white oak on the East bank of said branch, thence leaving branch South 60 degrees 33 minutes 25 seconds East 631.60 feet with a fence to a 4 inch persimmon tree, thence with a fence South 20 degrees 43 minutes 10 seconds West 431.81 feet to an iron pin, thence with a fence South 59 degrees 19 minutes 11 seconds East 581.02 feet to a King post, thence with a fence South 17 degrees 51 minutes 09 seconds West 511.67 feet to an iron post, thence leaving fence at the slaughter house property, North 75 degrees 21 minutes 04 seconds West 170.35 feet to a stake thence South 13 degrees 22 minutes 57 seconds West 340.94 feet to a stake, thence South 62 degrees 01 minute 50 seconds East 388.66 feet to an iron pin on the South edge of the dedicated right of way of road to the slaughter house property, thence South 2 7 degrees 05 minutes 54 seconds West 340.16 feet to an old dead snag, thence South 81 degrees 44 minutes 01 second East 375.65 feet to a stake in the Southwest right of way of Ky. 107, thence with said right of way South 26 degrees 58 minutes 29 seconds West 438.31 feet to a stake, thence North 69 degrees 26 minutes 11 seconds West 204.93 feet to a stake, thence South 20 degrees 15 minutes 09 seconds West 325.34 feet to a stake in a fence, thence with said fence South 71 degrees 27 minutes 20 seconds East 168.72 feet to an iron pin in the right of way of Ky. 107, thence with said right of way South

26 degrees 44 minutes 30 seconds West 181.21 feet to an iron pin, thence North 72 degrees 30 minutes 45 seconds West 214.58 feet to a stake in a fence at a pond, thence with fence South 22 degrees 24 minutes 00 seconds West 541.11 feet to a King post, thence South 65 degrees 58 minutes 59 seconds East 170.81 feet to a stake in the right of way of Ky. 107, thence with said right of way South 26 degrees 28 minutes 53 seconds West 208.45 feet to the point of beginning, containing 263.08 acres, more or less, according to the survey of James T. Boren, Ky. L.S. No. 1523, dated March 30, 1978.

PID: 135-0000024.00

EXHIBIT D

Solar Energy Ground Lease and Easement Agreement

[Attached]

SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT

This SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT (“**Lease**”) is made on _____, 20__ (“**Effective Date**”) by and between **James E. Wells**, an unmarried individual (“**Landowner**”) and **Oriden, LLC**, a Delaware limited liability company, and its successors, assigns or sublessees (“**Lessee**”).

BASIC LEASE TERMS

Landowner:	James E. Wells , an unmarried individual
Landowner’s Address:	James E. Wells 10970 Greenville Road Hopkinsville, KY 42240
Lessee:	Oriden, LLC , a Delaware limited liability company
Lessee’s Address:	Oriden, LLC. 106 Isabella Street, Suite 400 Pittsburgh, PA 15212
Property:	Approximately 257.46 acres as more particularly described in <u>Exhibit A</u> attached hereto.
Premises:	That portion of the Property leased by Lessee hereunder, as more particularly described on <u>Exhibit B</u> attached hereto, for the development, operation and maintenance of the Project.
Project(s):	Lessee’s solar energy project(s) comprised of Solar Facilities (defined below), all or a portion of which may be located on the Premises.
Construction Date:	The Construction Date is the date when construction of Solar Facilities commences in connection with the Project, regardless of whether construction has commenced on the Premises.
Construction Period:	The Construction Period commences on the Construction Date and expires on the earlier of (i) the second (2 nd) anniversary of the Construction Date, (ii) the date on which Lessee gives Landowner a Termination Notice, or (iii) the Commercial Operation Date.
Commercial Operation Date:	The Commercial Operation Date is the date of the first commercial deliveries of electrical energy to the local utility

	grid from the Project. Lessee may, but shall have no obligation to, provide a notice of the Commercial Operation Date, and may record such notice against the Premises.
Lease Term:	If the Lessee has not given a Termination Notice prior to the expiration of the Construction Period, the Lease Term shall commence on the Effective Date and expire at 11:59 p.m. on the thirtieth (30th) anniversary of the December 31 immediately following the Commercial Operation Date.
Renewal Terms:	Lessee shall have the right, at its option, to extend the Lease Term for two (2) additional periods of ten (10) years.
Annual Rent:	Commencing on the Construction Date and continuing throughout the Lease Term, and any Renewal Terms, Lessee will pay to Landowner [REDACTED] per acre of the Premises with a [REDACTED] annual escalator.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of each party contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landowner and Lessee hereby agree as follows:

ARTICLE I.

Premises; Use; Easements

Section 1.1 Lease of Premises for Solar Energy Purposes.

Landowner leases the Premises to Lessee, and Lessee leases the Premises from Landowner for the purpose of developing, constructing, installing, using, maintaining, operating, replacing, relocating and removing all or any portion of the Project, including but not limited to monitoring, testing (including without limitation, environmental, archaeological and geotechnical test and studies) and evaluating the Premises for solar energy generation; activities related to the production of solar energy including solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Lessee’s use of the Premises shall include the right to create noise, electric and magnetic fields, and impacts to the view of and from the Property. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use any portion of the Property for Solar Energy Purposes. The term “**Solar Energy Purposes**” means converting solar energy into electrical energy or collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 1.2 No Required Construction or Production.

Lessee makes no representations or warranties to Landowner regarding the likelihood of success of development or power generation from the Premises. Nothing contained in this Lease shall be construed as requiring Lessee (i) to undertake construction or installation or to alter or remove any Project on the Premises or elsewhere, except for removal of all Solar Facilities upon the expiration, surrender or earlier termination of this Lease as provided herein; (ii) to continue operation of any Solar Facilities from time to time located on the Premises or elsewhere; (iii) to generate or sell any minimum or maximum amount of electrical energy from the Premises; and the decision if, when and to what extent that such construction and generation will occur shall be solely in Lessee's discretion. Landowner acknowledges that Lessee has made no representations or warranties to Landowner, including any regarding development of, or the likelihood of power generation from, the Premises.

Section 1.3 Use.

Lessee shall use the Premises only for Solar Energy Purposes and any lawful purposes reasonably related thereto.

Section 1.4 Siting.

Lessee and Landowner acknowledge that the Site Plan may not reflect the final location of the Project, and Lessee agrees to consult with Landowner prior to finalizing the Project design and layout. Landowner and Lessee agree to replace **Exhibit B** with the final Site Plan once agreed to between Landowner and Lessee, at which time the Premises shall be the location set forth on such final Site Plan; provided, however, that Lessee shall make all such final siting decisions in Lessee's sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the Term (as defined below) of this Lease.

Section 1.5 Easements.

(a) **Access Easement.** Landowner hereby grants to Lessee, for the Term, an easement on, over, under, upon and across and on the Property for ingress to and egress from Solar Facilities whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the "**Access Easement**"). Lessee shall have the right to improve, maintain, replace and repair existing roads and lanes, or to build new roads, shall run with and bind the Property for the benefit of the Premises, and shall inure to the benefit of and be binding upon Landowner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(b) **Solar Easement.** Landowner hereby grants and conveys to Lessee, for the Term, an easement (the "**Solar Easement**") on, over and across the Property, for the benefit of the Premises, for direct sunlight to any solar panels installed on the Premises ("**Solar Access**"). As grantee under the Solar Easement, Lessee shall have the right to trim, cut down and remove any trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which obstruct Solar Access or otherwise interfere with or endanger the Project. For the avoidance of doubt, Landowner shall not be allowed to construct or

permit the construction of any improvements on the property that would impede Solar Access to the Project.

(c) **Utility Easement.** Landowner hereby grants and conveys to Lessee, for the Term, a non-exclusive access and utility easement (the “**Utility Easement**,” and together with the Access Easement and Solar Easement, the “**Easements**”), for the benefit of the Premises, (i) on, over and across the Property for the purpose of accessing any such systems or utility lines for the purpose of repair or maintenance; (ii) on, over, under and across those portions of the Property identified on the Site Plan for the purpose of constructing, reconstructing, replacing, removing, maintaining, operating and using from time to time a system of underground electrical lines and/or above-ground poles and such wires and cables as from time to time are suspended therefrom, together with all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said poles, wires, cables and lines; and (iii) on, over and across any portion of the Property reasonably necessary for the purpose of erecting, constructing, installing, replacing, repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining electrical lines any and all utilities (including water, wastewater, storm water detention, drainage, electric, telephone, gas, cable television, and electronic data transmission services), together with all lines, pipes, conduits and other equipment, improvements and appurtenances used in the supply and provision of such utilities; provided that the location of any such electrical lines and utilities shall not unreasonably interfere with Landowner’s use and operation of the Property.

(d) **Separate and Additional Easements.** Upon the request of Lessee at any time and from time to time during the Term, Landowner shall deliver to Lessee, duly executed and in recordable form, (A) stand-alone versions and/or Landowner’s countersignature on and/or consent to any subeasements granted by Lessee to a third party, and (B) Lessee shall deliver to Lessee a subeasement of any easement that has been granted to Landowner (a “**Landowner Easement**”) to the extent Landowner has the right to grant same under such Landowner Easement. Additionally, if at any time during the Term, commercial operation of the Project reasonably requires /additional easements on the Property in favor of third parties, including but not limited to any independent system operator with jurisdiction over the system in which the applicable Project operates, the transmission system owner or operator to whose transmission lines any Project interconnects, the phone or other communications provider, or the off-taker to whom output from any Project is to be sold, Landowner shall upon request of Lessee or such third party grant such easement in such location or locations as such party may reasonable request for a reasonable fee agreed to by Landowner and Lessee or such third party.

(e) **Running with the Land.** The burdens of the Easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property, binding upon and against Landowner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors and assigns.

(f) **Landowner Rights.**

(i) Landowner may not use the Property in a manner inconsistent with Lessee’s use of any access roads or any of the Easements granted herein;

(ii) Any such use of the Property by Landowner shall not include solar energy development or the installation of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Lessee in this Lease);

(iii) Landowner shall not enter into any easements, leases or other agreements with respect to the Premises (or the Property, to the extent it affects any rights of Lessee hereunder) after the Effective Date without the prior written approval of Lessee, which approval may not be unreasonably withheld, conditioned or delayed ; any such easements, leases or agreements which Lessee approves shall expressly provide that they are subject to and subordinate in all respects to this Lease and to the rights and obligations of Landowner and any assignee hereunder;

(iv) Landowner shall, at Landowner's sole cost and expense, have the express right to farm or perform other agricultural, grazing or other operations, and any other third party use or operation on the Premises during the period Construction Period; provided that all such rights to use, operate or otherwise possess the Premises shall terminate and cease no later than the Construction Date, and for the avoidance of doubt, Landowner shall not have the right to use the Premises for any reason during the Term except as expressly authorized herein.

(g) **Reduction of Premises.** Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation and/or operation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee's sole discretion. Upon Lessee's exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

(h) **Division into Separate Leases.** Lessee may use the Premises for one or more Projects on the Premises and designate such Projects in its sole discretion. If Lessee elects to divide the Premises into multiple Projects, Landowner shall, within twenty (20) days after written request from Lessee, and without demanding any additional consideration, cooperate with Lessee in bifurcating this Lease by entering into and delivering to Lessee two or more new leases (which shall supersede and replace this Lease) that provide Lessee with separate leasehold estates in different portions of the Premises, as designated by Lessee. Each of such new leases shall: (a) specify the portion(s) of the Premises to be covered thereby, (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Lessee prior to the execution of such new leases, and except for any modifications that may be required to ensure that each party's combined obligations under such new leases do not exceed such party's obligations under this Lease) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term; and (d) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landowner. Further, notwithstanding any other provision of this Lease, in the event of any uncured default under any such new lease, such default shall not affect, or cause a termination of, any other such new lease or any rights or interests granted under any other such new lease.

Section 1.6 Landowner's Rights. Subject to the Easements, Landowner retains the full right to use the portion of the Property not included within the Premises; provided that:

(a) Landowner may not use the Property in a manner inconsistent with Lessee's use of any access roads or any of the Easements (hereinafter defined) granted herein;

(b) Any such use of the Property by Landowner shall not include solar energy development or the installation of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Lessee in this Lease); and

(c) Landowner shall not enter into any easements, leases or other agreements with respect to the Premises (or the Property, to the extent it affects any rights of Lessee hereunder) during the Term without the prior written approval of Lessee; provided that Landowner may grant a mortgage or deed to secure debt encumbering the Property, including the Premises, so long as Landowner obtains a non-disturbance agreement in form and substance reasonably satisfactory to Lessee stating that the lender shall not disturb the quiet possession of the Premises by Lessee pursuant to the terms of this Lease.

Section 1.7 Landowner Improvements. Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the "**Existing Homestead**"), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an "**Improvement**") located on the Property outside of the Existing Homestead. Landowner may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Landowner has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Landowner may replace any structure or improvement located in the Property as of the Effective Date (the "**Original Structure or Improvement**") with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the "**New Structure or Improvement**"), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Landowner would like a variance of the preceding requirements, Landowner may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee's sole discretion

ARTICLE II.

Term

Section 2.1 Term.

(a) **Term.** Lessee's rights under the Lease commence on the Effective Date and continue through the Renewal Terms, if any, unless earlier terminated pursuant to the terms hereof (the "**Term**").

(b) **Option Exercised.** Landowner and Lessee hereby acknowledge and agree that Landowner previously granted to Lessee an option for this Lease ("Option"), that Lessee has timely exercised the Option and Landowner has received all of the payments due to Landowner under the Option agreement.

(c) **Renewal Term(s).** Lessee shall have the right, at its option, to extend the Lease Term for the Renewal Terms (each, a “**Renewal Term**”). To exercise an option to extend the Lease Term for a Renewal Term, Lessee must deliver a written extension notice to Landowner prior to the expiration of the Lease Term or the Renewal Term, as applicable. Lessee must deliver the written notice. The Lease Term shall continue during each Renewal Term on the same terms and conditions applicable during the Lease Term, except as specifically provided herein. If Lessee fails to effectively exercise an option to renew the Lease Term, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Lease Term hereof.

Section 2.2 Termination of the Lease.

Lessee may terminate this Lease with respect to all or a portion of the Premises at any time and for any reason by giving Landowner a notice of termination (“**Termination Notice**”) at least thirty (30) days in advance. Lessee shall pay to Landowner any and all payments due pursuant to this Lease through the thirtieth (30th) day after Landowner’s receipt of the Termination Notice.

Section 2.3 Part of a Larger Project.

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee’s use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

**ARTICLE III.
Payments and Taxes**

Section 3.1 Annual Rent.

Within forty-five (45) days after the Commercial Operation Date, and by February 15th of each subsequent year of the Lease Term and any Renewal Term, Lessee shall pay Landowner the sum of [REDACTED] with [REDACTED] annual escalator multiplied by the acreage of the Premises (prorated for any partial acres within the Premises, rounded to the nearest hundredth of an acre) as rent for the Premises (the “**Annual Rent**”). The Annual Rent payment for the first and last years of the Lease Term, if less than a full calendar year, shall be prorated based on the number of days remaining in such calendar year.

Section 3.2 Taxes, Assessments and Utilities.

(a) **Real Property Taxes.** Landowner shall pay, when due, all real property taxes and assessments levied against the Property and all personal property taxes and assessments levied against any property and improvements owned by Landowner and located on the Property. Subject to Section 3.2 (c), if Landowner shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Rent otherwise due to Landowner from Lessee.

In the event that the local governmental authority requires that the Premises be a separate tax parcel, any cost incurred in connection with the creation of such separate tax parcel shall be shared equally between the parties.

(b) **Personal Property Taxes.** Lessee shall pay all personal property taxes and assessments levied against the Project when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of the installation of the Project on the Premises, including any reclassification of the Premises (which may trigger the assessment of rollback taxes or an increase in the assessment ratio applicable to the Premises), Lessee shall pay or reimburse Landowner an amount equal to the rollback tax plus the increased tax within thirty (30) days after Landowner provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes.

(c) **Permitted Contests.** Either party, including the Lessee in Landowner's name, shall have the right to contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has (i) paid the obligation in question, or (ii) so long as the contest has the effect of preventing the collection of tax, assessment or charge and the sale or foreclosure of any lien for such tax, assessment or charge, established adequate reserves to pay the obligation in the event of an adverse determination.

(d) **Utilities.** Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Project or Lessee on the Premises.

Section 3.3 Property Damage.

In the event the Property is damaged by Lessee or its contractors, licensees or other invitees in the course of the construction of the Project, ordinary wear and tear excluded, Lessee shall, at Lessee's sole option, either repair any such property damage or reimburse Landowner for Landowner's actual out-of-pocket costs for repairing such damage within thirty (30) days after Lessee's receipt of invoices evidencing such costs.

Section 3.4 Severance of Lease Payments.

Landowner acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to either (a) assign payments due to Landowner under the Lease to a third party without the consent of Lessee or (b) reserve the right to receive payments due to Landowner under the Lease in the event the Premises is transferred to a third party. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction.

(a) The parties anticipate and acknowledge that Landowner or Landowner's renters may suffer damage to crops, fences, and other property or improvements on the Premises

during Lessee's development of Solar Facilities on the Premises. Lessee shall reimburse Landowner for any such damages within thirty (30) days after determining the extent of damage. Notwithstanding any provision herein to the contrary, Landowner acknowledges and agrees that it shall not be allowed to grow crops on the Premises or allow others to grow crops on the Premises (whether pursuant to a lease or other occupancy agreement) during a calendar year if, by December 1st prior to such calendar year when the growing of crops is disallowed, Lessee provides Landowner with written notice stating that Lessee intends to construct the Project in the following year ("**Construction Notice**"). In no event will Lessee have any obligation to pay Crop Damages (as defined in subsection (b) below) for any damage to crops caused by Lessee's activities on the Premises after the date of the Construction Notice.

(b) Crop damages will be calculated by the following formula: Price x Yield x Percentage of Damage x Acreage = "**Crop Damages**". Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the immediately previous two (2) years' yields of the same crop as the damaged crop, according to Landowner's records, as received from and certified by Landowner, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Landowner's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Landowner does not have yield records available, the Landowner will use FSA records for the county in which the Premises is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Landowner or Landowner's renters any loss of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV.

Covenants, Representations and Warranties

Section 4.1 Covenants of Lessee. Lessee hereby covenants and agrees as follows:

(a) **Mechanic's Liens**. Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee causes the lien to be discharged of record or bonded over within forty-five (45) days after Lessee receives written notice of the filing thereof. Lessee agrees to provide for ultimate removal before it affects Landowner's rights on the Premises.

(b) **Permits and Laws**. Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such

activities (collectively, “**Legal Requirements**”). Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises or the Project of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Landowner unless Landowner has specifically agreed to join the action. Landowner agrees not to unreasonably withhold its agreement to join such action. If Landowner agrees to join the action, Landowner shall cooperate in every reasonable way in such contest, provided Lessee reimburses Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

(c) **Lessee’s Improvements.**

(i) After the construction of the Project, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Project to substantially the same condition that such portions of the Premises were in prior to the construction of the Project. At its sole discretion, Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, fencing, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee (with the exception of road improvements made to the areas subject to the Access Easement) pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this **Error! Reference source not found.**

(ii) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be relocated, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee’s Solar Facilities in good condition and repair, ordinary wear and tear and damage from casualty excepted.

(d) **Removal of the Project.**

If Lessee fails to remove any of the Solar Facilities, with the exception of roads and ground level pads, on the Property within twelve (12) months after the date the Term expires or the Lease terminates, such Solar Facilities shall be considered abandoned by Lessee and Landowner may either: (i) remove the remaining Solar Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Lessee; or (ii) consider the Solar Facilities abandoned, at which time the remaining Solar Facilities shall become the property of Landowner. If Lessee fails to remove any of the Solar Facilities as required, and Landowner elects to remove such Solar Facilities at Landowner’s expense, Lessee shall reimburse Landowner for all reasonable out-of-pocket costs of removing those Solar Facilities, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner accompanied by reasonable supporting documentation, which amount may be drawn from the Removal Security (defined below).

On the fifteenth (15th) anniversary of the Commercial Operation Date and for the remainder of the Term, Lessee shall provide either a surety bond or escrow funds (the “**Removal Security**”) to secure Lessee’s obligations under this Section 4.3, which Removal Security shall be in the name of Landowner and/or the applicable governmental authority. Lessee shall provide Landowner written notice upon the establishment of such Removal Security, which notice shall identify the location, instructions on how to draw and amount of the Removal Security. The Removal Security shall be equal to the lesser of (i) the estimated amount, if any (the “**Net Removal Costs**”), by which the cost of removing the Solar Facilities exceeds the salvage value of such Solar Facilities, which Net Removal Costs shall be determined as set forth below; or (ii) if applicable governmental rules or permits for the Solar Facilities require the posting of security for removal of such Solar Facilities, the amount of necessary to satisfy the requirements of such governmental rules or permits. To the extent that the Net Removal Costs are zero (or negative), Lessee shall not be required to provide the Removal Security; provided, however, that Lessee shall re-evaluate the need for and amount of the Removal Security annually after the fifteenth (15th) anniversary of the Commercial Operation Date. Net Removal Costs shall be determined by the parties hereto acting in good faith. If the parties cannot agree upon the Net Removal Costs within sixty (60) days of their first attempt to do so, then the Net Removal Costs shall be determined by an independent engineer mutually selected by the parties, at Lessee’s expense.

(e) **Insurance.** Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee’s activities on the Premises at all times during the Term, including comprehensive general liability insurance with a minimum combined occurrence and annual limitation of _____ (\$ _____) for the period commencing on the Effective Date and continuing through the Construction Period and three million dollars (\$ _____) for the period commencing upon the expiration of the Construction Period and the earlier of the date the Solar Facilities are fully removed from the Property after the expiration or earlier termination of the Term or twelve (12) months following the expiration or earlier termination of the Term. Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well. Any such policies shall name Landowner as an additional insured and shall provide for thirty (30) days prior written notice to Landowner of any cancellation or material change. Lessee shall provide Landowner with copies of certificates of insurance evidencing this coverage upon request by Landowner. Policies shall provide coverage for any costs of defense or related fees incurred by Landowner. Lessee shall reimburse Landowner for any increase in Landowner’s insurance premiums relating to the Premises, but only to the extent that such increase is directly and exclusively caused by the installation of the Solar Facilities or Lessee’s operations on the Premises.

(f) **Essential Services.** Subject to Lessee’s exclusive rights in Section 1.1, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities

Section 4.2 Covenants of Landowner.

(a) **Title and Authority.** Except to the extent otherwise stated in this Lease, Landowner is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Landowner has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (i) those currently of record in the county where the Property are located, or (ii) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Landowner shall, at Landowner's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Landowner to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Landowner, this Lease constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.

(b) **Cooperation to Eliminate Lien Interference and Approvals.** Landowner shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Landowner's title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder or property owner with any rights or interests superior to those granted to Lessee under this Lease. Landowner, at no cost or expense to Landowner, shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities, including without limitation any permit, approval or covenant required by the Kentucky Energy and Environment Cabinet. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Landowner hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of Solar Facilities on the Property and/or Projects related thereto. Landowner shall also .

(c) **Quiet Enjoyment.** As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Landowner or any person claiming through Landowner. Landowner's activities on the Premises and any grant of rights Landowner makes to any other person with respect to the Premises shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, including the Easements.

(d) **Operation of the Solar Facilities.** Landowner acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property and will cause or emit electromagnetic and frequency interference. Landowner covenants and agrees that the Landowner shall not assert that the Solar Facilities constitute a nuisance.

(e) **Maintenance of the Premises.** Landowner will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Landowner will maintain all other roads or trails on the Premises.

(f) **Hazardous Materials.** Landowner shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Landowner's operations, any substance which is defined as a "hazardous substance," "hazardous material," or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Landowner represents to Lessee that Landowner has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify, defend and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE V.

Assignment; Encumbrance; Continuing Nature

Section 5.1 Right to Assign/Transfer.

Lessee may at any time sell, convey, assign, sublet or otherwise transfer the whole or any portion or portions of its interests in and to this Lease, the Premises and/or the Solar Facilities and any related facilities, including, without limitation, through the grant of equal or subordinate rights and interests such as co-leases, separate leases, co-easements, separate easements, sub-easements, licenses or similar rights to one or more persons or entities, in each case without Landowner's consent (any such sale, assignment, or other transfer, hereinafter a "**Transfer**" and the interests conveyed by such Transfer, hereinafter the "**Transferred Interests**"). Following such Transfer, the term "**Lessee**" shall be deemed to include each entity then holding any Transferred Interest (each, a "**Transferee**") and Landowner shall recognize such Transferee as Lessee's legal successor with respect to such Transferred Interest. Furthermore, upon a Transfer, (i) the transferee shall have all of the rights, benefits, and obligations of Lessee under and pursuant to this Lease with respect to such Transferred Interest; and (ii) Lessee shall be relieved of all of its duties and obligations under this Lease relating to the Transferred Interests accruing after the effective date of such Transfer. No transferee, by virtue of Lessee's Transfer to it, shall acquire any greater interest in the Transferred Interests than Lessee shall have had prior to such Transfer.

Section 5.2 Right to Encumber.

Lessee may at any time mortgage all or any part of its interest in and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in and rights under this Lease to one or more entities (each, a "**Lender**" and collectively, "**Lenders**"). The rights of any and all such Lender(s) are set forth on Exhibit C attached hereto and made a part hereof. No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

Section 5.3 Continuing Nature of Obligations.

The burdens of the Easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

**ARTICLE VI.
Condemnation**

Section 6.1 Effect of Condemnation.

If eminent domain proceedings are commenced against all or any portion of the Premises or the Easements, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Property, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 6.2 Condemnation Proceeds.

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Landowner, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 6.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 6.2.

**ARTICLE VII.
Default/Termination**

Section 7.1 Events of Default.

(a) Each of the following shall constitute an "**Event of Default**" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity.

(i) Any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for forty-five (45) days after written notice ("**Notice of Default**") from Landowner;

(ii) Any other breach of this Lease by either party which continues for forty-five (45) days after Notice of Default from the non-defaulting party or, if the cure will take longer than forty-five (45), the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 7.2 Surrender.

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Landowner in good order and condition, reasonable wear and tear excepted, including without limitation, the removal of the Project and all improvements, structures, facilities, personal property, furniture, fixtures and equipment located on the Premises (but not including any driveways, ground level pads or foundations) (all such items or structures being individually and collectively, the “**Improvements**”). Lessee shall have the right and license to enter upon the Site to deconstruct and remove the Improvements from the Site within one hundred and eighty (180) days after the expiration or earlier termination of this Lease. The provisions of this **Error! Reference source not found.** shall survive any termination or expiration of the leasehold interest granted to Lessee hereunder, and the insurance and indemnification obligations of Lessee shall continue in full force and effect until the Improvements are removed from the Premises and all resultant injuries to the Site (but not including any driveways, ground level pads, or foundations) are remedied (reasonable wear and tear excepted).

Section 7.3 Remedies.

Landowner acknowledges and agrees that should Landowner breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Landowner agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Landowner agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE VIII. Indemnity

Each party agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Landowner, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

ARTICLE IX. Miscellaneous

Section 9.1 Notice.

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Landowner: Attn:
James E. Wells
10970 Greenville Road
Hopkinsville, KY 42240

To Lessee: Attn:
Oriden, LLC
106 Isabella St., Suite 400
Pittsburgh, PA 15212

With a copy to: Attn:

Section 9.2 Relationship of the Parties; No Third-Party Beneficiaries.

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Landowner and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Landowner and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement.

It is mutually understood and agreed that this Lease constitutes the entire agreement between Landowner and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or

written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) **Governing Law.** This Lease is made in Kentucky and shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of law principles. If a dispute arises out of or related to the Lease, and if said dispute cannot be resolved through negotiations, the parties agree first to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to litigation. Any mediation or litigation shall take place in the County and State in which the Project is located. Each party shall have all rights and remedies available at law or equity.

(b) **Punitive Damages.** Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Landowner and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

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

Section 9.5 Cooperation.

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Landowner re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Landowner shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Landowner agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver.

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Landowner hereunder, Lessee shall offset the amount of such overpayments to Landowner against future payments due to Landowner from Lessee hereunder.

Section 9.7 Force Majeure.

Neither Landowner nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.

Section 9.8 Confidentiality.

Landowner and Lessee shall maintain in confidence all confidential and proprietary information of the other party, including without limitation, the terms and conditions of this Lease, the payments to be made hereunder, Lessee's product design, wildlife survey data, methods of operation, methods of construction, meteorological data, and the like. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits.

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Landowner's option, Landowner and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability.

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts.

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease.

Landowner and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee, as set forth on **Exhibit D** attached hereto. Landowner hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Landowner, Lessee agrees to provide a recordable acknowledgement of such termination to Landowner.

Section 9.13 Multiple Owners.

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Landowner any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Landowner in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Landowner. At Lessee's election such payment may be by joint check or checks payable to the Landowner parties known to Lessee. The parties comprising Landowner shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Landowner hereby irrevocably directs and authorizes Lessee to make all payments payable to Landowner under this Lease and to provide all notices to Landowner under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Landowner, or to such other single person that all parties comprising Landowner shall direct by written notice to Lessee. The parties comprising Landowner shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Landowner shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Landowner under this Lease or the performance of any obligation owed to Landowner under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Landowner under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Landowner agree on pursuing such right or remedy and so notify Lessee in writing.

[Signatures on following pages]

**SIGNATURE PAGE TO SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed
as of the Effective Date.

LANDOWNER:

James E. Wells, an unmarried individual

By: _____

Name: James E. Wells

Title: Owner

**SIGNATURE PAGE TO SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LESSEE:

Oriden, LLC, a Delaware limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel 1:

BEGINNING at a stake in the West right of way of Ky. 107 in the Northeast corner of the Dogwood Cemetary property and being 30 feet from the center of said Hwy. Ky. 107, thence with said cemetary property North 79 degrees 17 minutes 22 seconds West 466.35 feet to a King post in the cemetary, Dogwood Baptist Church property, thence with fence North 8 degrees 46 minutes 46 seconds East 123.44 feet to a King post, thence North 75 degrees 44 minutes 37 seconds West 512.67 feet to an iron pin by King post, thence South 48 degrees 22 minutes 57 seconds West 358.94 feet to an iron pin by a King post in the North right of way of the Kelly Road, a county road, thence with said right of way North 86 degrees 28 minutes 04 seconds West 166.54 feet to a 30 inch sycamore tree, thence North 81 degrees 35 minutes 33 seconds West 719.51 feet to a 6 inch sassafras in said right of way of Kelly Road, thence leaving said road North 9 degrees 55 minutes 01 second East 2846.58 feet to an 18 inch Beech tree with the top broken out, thence North 48 degrees 45 minutes 06 seconds West 935.99 feet with fence to a 12 inch oak, thence with fence North 43 degrees 18 minutes 13 seconds West 59.72 feet to an 18 inch Twin Oak, thence with fence North 7 degrees 09 minutes 40 seconds East 495.83 feet to a 24 inch Oak, thence with fence North 71 degrees 44 minutes 39 seconds East 395.71 feet to an 18 inch Sealey Bark Hickory, thence with fence North 86 degrees 39 minutes 16 seconds East 519.05 feet to a 15 inch oak, thence leaving said fence, North 1 degree 53 minutes 31 seconds West 2126.61 feet to a 6 inch walnut in another fence line, thence with said fence North 77 degrees 50 minutes 36 seconds East 715.10 feet to a 15 inch oak on the South edge of a branch, thence South 58 degrees 37 minutes 37 seconds East 442.60 feet to a 14 inch white oak on the West edge of branch, thence South 6 degrees 34 minutes 35 seconds East 316.43 feet to a sandstone rock set as a marker on the West edge of branch, thence South 5 degrees 49 minutes 27 seconds East 368.56 feet to an iron pin in the center of said branch, thence South 0 degrees 33 minutes 52 seconds East 1024.09 feet to an iron pin on the East side of branch, thence South 0 degrees 30 minutes 18 seconds East 806.52 feet to a 10 inch white oak on the East bank of said branch, thence leaving branch South 60 degrees 33 minutes 25 seconds East 631.60 feet with a fence to a 4 inch persimmon tree, thence with a fence South 20 degrees 43 minutes 10 seconds West 431.81 feet to an iron pin, thence with a fence South 59 degrees 19 minutes 11 seconds East 581.02 feet to a King post, thence with a fence South 17 degrees 51 minutes 09 seconds West 511.67 feet to an iron post, thence leaving fence at the slaughter house property, North 75 degrees 21 minutes 04 seconds West 170.35 feet to a stake thence South 13 degrees 22 minutes 57 seconds West 340.94 feet to a stake, thence South 62 degrees 01 minute 50 seconds East 388.66 feet to an iron pin on the South edge of the dedicated right of way of road to the slaughter house property, thence South 2 7 degrees 05 minutes 54 seconds West 340.16 feet to an old dead snag, thence South 81 degrees 44 minutes 01 second East 375.65 feet to a stake in the Southwest right of way of Ky. 107, thence with said right of way South 26 degrees 58 minutes 29 seconds West 438.31 feet to a stake, thence North 69 degrees 26 minutes 11 seconds West 204.93 feet to a stake, thence South 20 degrees 15 minutes 09 seconds West 325.34 feet to a stake in a fence, thence with said fence South 71 degrees 27 minutes 20 seconds East 168.72 feet to an iron pin in

the right of way of Ky. 107, thence with said right of way South 26 degrees 44 minutes 30 seconds West 181.21 feet to an iron pin, thence North 72 degrees 30 minutes 45 seconds West 214.58 feet to a stake in a fence at a pond, thence with fence South 22 degrees 24 minutes 00 seconds West 541.11 feet to a King post, thence South 65 degrees 58 minutes 59 seconds East 170.81 feet to a stake in the right of way of Ky. 107, thence with said right of way South 26 degrees 28 minutes 53 seconds West 208.45 feet to the point of beginning, containing 263.08 acres, more or less, according to the survey of James T. Boren, Ky. L.S. No. 1523, dated March 30, 1978.

PID: 135-0000024.00

EXHIBIT B

SITE PLAN

EXHIBIT C

SPECIAL FINANCING AND LENDER PROTECTIONS

For purposes of this Exhibit C, all references to “Lessee” shall also include any Transferee.

1. Lender’s Right to Possession, Right to Acquire and Right to Assign. A Lender shall have the absolute right to do one, some or all of the following things without further consent from Landowner: (a) assign its lender’s lien; (b) enforce its lender’s lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to Lessee’s leasehold and easement estates (individually or collectively, as the context may require, “**Leasehold Estate**”) granted by this Lease; (d) take possession of and operate the Project and the Solar Facilities or any portion thereof and perform any obligations to be performed by Lessee hereunder, or cause a receiver to be appointed to do so; (e) assign or transfer the Leasehold Estate or sublease to a third party; or (f) exercise any rights of Lessee under this Lease. Upon acquisition of the Leasehold Estate by a Lender or any other third party who acquires the same from or on behalf of the Lender, Landowner shall recognize the Lender or such other party (as the case may be) as Lessee’s proper successor, and the Lease shall remain in full force and effect.

2. Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Lessee, Landowner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, concurrently with delivery of such notice to Lessee, of which Landowner has been provided written notice.

3. Cure. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, as is given to Lessee after Lessee’s receipt of a Notice of Default under this Lease, plus, in each instance, the following additional time periods: (i) thirty (30) days in the event of any monetary Event of Default; and (ii) sixty (60) days in the event of any non-monetary Event of Default; provided, however, that (a) such sixty (60)-day period shall be extended for the time reasonably required by the Lender to complete such cure, including the time required for the Lender to obtain possession of the Premises (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (b) the Lender shall not be required to cure those Events of Default which are not reasonably susceptible of being cured or performed by such party (“**Non-Curable Defaults**”). The Lender shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee under this Lease for purposes of curing such Event of Default. Landowner shall not terminate this Lease prior to expiration of the cure periods available to a Lender as set forth above. Further, (x) neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease as long as the rent and all other amounts payable by Lessee under this Lease are paid by the Lender in accordance with the terms thereof and (y) Non-Curable Defaults shall be deemed waived by Landowner upon completion of foreclosure proceedings or other acquisition of the Leasehold Estate.

4. Deemed Cure; Extension. If any Event of Default by Lessee under this Lease cannot be cured without obtaining possession of all or part of (a) the Solar Facilities or (b) the Leasehold Estate, then any such Event of Default shall nonetheless be deemed remedied if: (i) within sixty (60) days after receiving notice from Landowner as set forth hereinabove, a Lender

acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Lender performs all other obligations as and when the same are due in accordance with the terms of this Lease. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee from commencing or prosecuting the proceedings described above, then the sixty (60)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

5. Liability. A Lender that does not directly hold an interest in this Lease, or that holds only a lender's lien, shall not have any obligation under this Lease prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Lease only for and during the period of time that such Lender directly holds such absolute title. Further, If a Lender elects to (a) perform Lessee's obligations under this Lease, (b) continue Lessee's operation of an energy project on the Premises, (c) acquire any portion of Lessee's right, title, or interest in the Premises or in this Lease or (d) enter into a new lease as provided herein, then such Lender shall have no personal liability to Landowner, and Landowner's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Project. Moreover, any Lender or other party who acquires the Leasehold Estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Leasehold Estate.

6. New Lease to Lender. If this Lease (a) terminates because of Lessee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Lender has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Landowner shall, upon written request from such Lender received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new lease in favor of such Lender, which new lease shall (i) contain the same terms as this Lease (except for any requirements that have been fulfilled by Lessee prior to such termination, foreclosure, rejection or disaffirmance hereinafter referred to as a "Terminating Event"), (ii) be for a term commencing on the date of such Terminating Event, and continuing for the remaining term of this Lease before giving effect to such Terminating Event, (iii) contain a lease of the Premises or such portion thereof as to which such Lender held a lender's lien on the date of such Terminating Event, (iv) contain a grant to the Lender of access, transmission, communications, utility and other easements covering such portion or portions of the Premises as such Lender may reasonably designate and (v) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landowner; and, until such time as such new lease is executed and delivered, the Lender may use the Premises to conduct an energy project thereon as if the Lease were still in effect. At the option of the Lender, the new lease may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of Lessee thereunder.

7. Lender's Consent. Notwithstanding any provision of this Lease to the contrary, (a) Landowner shall not agree to a modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce

the security for its lender's lien and (b) Landowner shall not accept a surrender of the Premises or any part thereof or a termination of this Lease; in each such case without the prior written consent of each Lender.

8. Further Amendments. At Lessee's request, Landowner, without demanding additional consideration therefor, shall amend this Lease to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or obligations of Landowner under this Lease, or extend the Term beyond the term set forth in Article II of this Lease. Further, Landowner shall, within ten (10) days after written notice from Lessee or any existing or proposed Lender, execute and deliver thereto (i) a certificate to the effect that Landowner recognizes a particular entity as a Lender under this Lease and will accord to such entity all the rights and privileges of a Lender hereunder and (ii) an estoppel certificate (a) certifying that this Lease is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the rent and all other sums due and payable have been paid, (c) certifying that to the best of the Landowner's knowledge there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by the party requesting same. Landowner's failure to deliver any such certificate within such time shall be conclusive upon Landowner that this Lease is in full force and effect and has not been modified, the rent and all other sums due and payable have been paid through the date of such written notice, there are no uncured Events of Default by the requesting party hereunder and the other certifications so requested are in fact true and correct.

[Remainder of page intentionally left blank]

EXHIBIT D

FORM OF MEMORANDUM OF LEASE

[Attached]

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

**Oriden LLC
106 Isabella Street
Suite 400
Pittsburgh, PA 15212**

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

**MEMORANDUM OF SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

This **MEMORANDUM OF SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT** (this "**Memorandum**") is dated _____, 20__ (the "**Effective Date**"), and is made by and between **James E. Wells**, an unmarried individual, with an address at 1736 US Highway 62 E. Eddyville, KY 42038 ("**Landowner**") and **Oriden, LLC**, a Delaware limited liability company, with an address at 106 Isabella Street, Suite 400, Pittsburgh, PA 15212 ("**Lessee**").

WHEREAS, Landowner subleases certain real property located in Christian County, Kentucky, as more particularly described on the attached **Exhibit A** (the "**Property**"), pursuant to that certain Deed, dated as of January 6, 1987, a memorandum of which is of record in Book 450, Page 347, in Office of the County Clerk for Christian County, Kentucky, which Property is owned in fee simple by the Landowner; and

WHEREAS, pursuant to that certain Solar Energy Ground Lease and Easement Agreement (the "**Lease**") dated _____ (the "**Effective Date**"), Landowner has sub-subleased to Lessee a portion of the Property in the approximate location shown on the site plan attached hereto as **Exhibit B** (the "**Premises**"), and Landowner has granted to Lessee certain rights including certain easements as more particularly described in the Lease; and

WHEREAS, Landowner and Lessee desire to give notice of the Lease by recording this Memorandum.

NOW THEREFORE, Landowner and Lessee state as follows:

1. **Lease of Premises; Exclusive Rights.** Landowner has leased the Premises to Lessee for the purpose of converting solar energy into electrical energy or collecting and transmitting the electrical energy so converted, together with any and all activities related thereto ("**Solar Energy Purposes**"), including through the development, construction, operation and maintenance of a solar photovoltaic electricity generation and storage facility (the "**Project**") Lessee has the exclusive right to use the Premises for Solar Energy Purposes.

2. **Lease Term; Extension of Term.** Lessee's rights under the Lease commence on the Effective Date and continue through the Renewal Terms, if any. The Lease Term commences on the Effective Date and expires at 11:59 p.m. on the thirtieth (30th) anniversary of the December 31 immediately following the Commercial Operation Date, as that term is defined in the Lease (the "**Initial Term**"). Lessee has right to extend the Lease Term for two (2) additional periods of ten (10) years (the Initial Term and the Renewal Terms, if exercised, being the "**Lease Term**").

3. **Termination Right.** Lessee may terminate this Lease with respect to all or a portion of the Premises at any time and for any reason by giving Landowner a Termination Notice at least thirty (30) days in advance.

4. **Easements.** Landowner has granted Lessee certain easements for the Lease Term, as follows:

(a) **Access Easement.** An easement on, over, under, upon and across and on the Property for ingress to and egress from Premises by means of existing roads and lanes or such other route or routes as Lessee may determine are reasonably necessary to access the Premises, for either the operation or construction of the Project, with Landowner's consent, which consent shall not be unreasonably withheld, conditioned or delayed (the "**Access Easement**"). Lessee shall have the right to improve, maintain, replace and repair existing roads and lanes, or to build new roads, shall run with and bind the Property for the benefit of the Premises, and shall inure to the benefit of and be binding upon Landowner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. Lessee's use of the Access Easement shall not materially interfere with the business operations or rights of the Landowner. Lessee's use of the Access Easement shall be subject to such reasonable rules and regulations as Landowner may establish from time to time.

(b) **Solar Easement.** An easement (the "**Solar Easement**") on, over and across the Property, for the benefit of the Premises, for direct sunlight to any solar panels installed on the Premises ("**Solar Access**"). As grantee under the Solar Easement, Lessee shall have the right to trim, cut down and remove any trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which obstruct Solar Access or otherwise interfere with or endanger the Project. For the avoidance of doubt, Landowner shall not be allowed to construct or permit the construction of any improvements on the property that would impede Solar Access to the Project.

(c) **Utility Easement.** An easement (the "**Utility Easement**," and together with the Access Easement and Solar Easement, the "**Easements**"), on, over, under, upon and across and on the Property for the benefit of the Premises, (i) on, over and across the Property for the purpose of accessing any such systems or utility lines for the purpose of repair or maintenance; (ii) on, over, under and across those portions of the Property identified on the Site Plan for the purpose of constructing, reconstructing, replacing, removing, maintaining, operating and using from time to time a system of underground electrical lines and/or above-ground poles and such wires and cables as from time to time are suspended therefrom, together with all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said poles, wires, cables and lines; and (iii) on, over and across any portion of the Property reasonably necessary for the purpose of erecting, constructing, installing, replacing,

repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining electrical lines any and all utilities (including water, wastewater, storm water detention, drainage, electric, telephone, gas, cable television, and electronic data transmission services), together with all lines, pipes, conduits and other equipment, improvements and appurtenances used in the supply and provision of such utilities; provided that the location of any such electrical lines and utilities shall not unreasonably interfere with Landowner's use and operation of the Property.

5. **Nature of Lease.** Lessee acknowledges that during the period of time in which the Property is owned by the Fee Owner, leased to Ground Lessee and subleased to Lessee, this Lease will be treated as a sub-sublease between Landowner and Lessee.

6. **Multiple Counterparts.** This Memorandum may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

7. **Conflict.** The sole purpose of this instrument is to give notice of the Lease, as the same may be amended or supplemented from time to time, and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein. In the event of a conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall prevail.

[Signatures on following pages]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Solar Energy Ground Lease and Easement Agreement as of the day and year first written above.

James E. Wells, an unmarried individual

By: _____
Name: James E. Wells
Title: Owner

STATE OF KENTUCKY

COUNTY OF _____

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **James E. Wells**, an unmarried individual, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in _____, this ____ day of _____, 20____.

Notary Public

My Commission Expires

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Solar Energy Ground Lease and Easement Agreement as of the day and year first written above.

LESSEE:
Oriden LLC., a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE

COUNTY OF _____

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Oriden LLC.**, a Delaware limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this ____ day of _____, 20____.

Notary Public

My Commission Expires

OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT

This OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT (“**Agreement**”) is made on April 20, 2020 (“**Effective Date**”) by and between **Alan Craig Schamp and Tammy Schamp**, husband and wife (“**Landowner**”) and **Oriden, LLC**, a Delaware limited liability company, and its successors, assigns or sublessees (“**Lessee**”).

WHEREAS, Landowner owns that certain real property situated in Christian County, Kentucky, consisting of approximately **414.00** acres, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Property**”); and

WHEREAS, Lessee intends to develop a solar energy project (“**Project**”) in the vicinity of the Property, and in connection therewith, desires to obtain an option to lease all or a portion of the Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of each party contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landowner and Lessee hereby agree as follows:

1. **Grant of Option.** Landowner hereby grants to Lessee the exclusive option (“**Option**”) to lease all or a portion of the Property for the purposes of the development, operation and maintenance of a solar energy project and related activities. In order to exercise the Option, Lessee shall give Landowner written notice of exercise (“**Option Exercise Notice**”) prior to the expiration of the Option Period (as defined in Section 2 hereof). Lessee shall have the right, in its sole discretion, to exercise the Option with respect to the entire Property or to only a portion of the Property. The Option Exercise Notice will be in substantially the form set forth on **Exhibit B** attached hereto and made a part hereof.

2. **Recording of Memorandum.** Lessee, at Lessee’s sole cost and expense, will record a memorandum of this Agreement in the land records of the County(ies) in which the Property is located, which memorandum shall be in the form attached hereto as **Exhibit C** and made a part hereof.

3. **Option Period.** The term “**Option Period**” shall mean the period of time beginning on the Effective Date and ending on the earlier of either (i) fourth anniversary of the Effective Date, or (ii) the date Lessee exercises the Option (“**Option Exercise Date**”). During the Option Period, Lessee may enter the Property at any time, without prior notice to Landowner, to install, construct, use, operate, maintain, replace, relocate, deconstruct, and remove on and from the Property solar energy monitoring equipment, consisting of one or more solar panels, anchors, foundations, fences and monitoring instrumentation and equipment to protect and otherwise facilitate Lessee’s solar energy monitoring activities. Lessee shall also have the right to conduct other meteorological and environmental studies, conduct soil and geologic studies, and take photographs upon and of the Property. Lessee shall also have the right to apply for any and all permits and applications necessary in connection with the activities permitted by this Section 3 and in connection with the Project. Landowner shall cooperate with Lessee in connection with

such applications, which cooperation shall include but not be limited to signing application forms and associated documents when so requested by Lessee. Provided that Lessee has paid all sums to Landowner due and owing hereunder, Lessee shall have the right, upon written notice to Landowner, to extend the Option Period for one (1) additional period of one (1) year by giving written notice of extension to Landowner prior to the expiration of the Option Period. If extended in accordance with the foregoing, the term “**Option Period**” shall include the initial Option Period and the Extended Option Period. Notwithstanding anything contained herein to the contrary, Lessee shall have the right, at any time, for any reason, to terminate this Agreement provided that all sums due and owing to Landowner hereunder have been paid.

4. **Option Fee.** Lessee shall pay to Landowner an annual “**Option Fee**” in accordance with the following schedule:

- (a) [REDACTED] payable within thirty (30) days after the Effective Date;
- (b) [REDACTED] payable on the first anniversary of the Effective Date;
- (c) [REDACTED] payable on the second anniversary of the Effective Date; and
- (d) [REDACTED] payable on the third anniversary of the Effective Date.

If Lessee extends the Option Period as set forth in Section 3 hereof, Lessee shall pay to Landowner annual Option Fee payments during the Extended Option Period as follows:

- (e) [REDACTED] payable on the fourth anniversary of the Effective Date.

No payments will be required to be made under this Section 4 after the earlier of the Option Exercise Date or the date on which Lessee terminates this Agreement. For the avoidance of doubt, Lessee shall not be required to make a payment listed in this Section 4(b) through (f) if Lessee exercises the Option or terminates this Agreement prior to date on which such payment would otherwise have been required to be made.

5. **Lease.** If Lessee exercises the Option, Landowner shall lease to Lessee the portion of the Property identified by Lessee, pursuant to the terms of the Solar Energy Ground Lease and Easement Agreement attached hereto as **Exhibit D** and made a part hereof (“**Lease**”). Upon exercising the Option, Lessee will send to Landowner the Lease and the Memorandum of Lease (which is attached as an exhibit to the Lease) for Landowner to sign and notarize where applicable, and Landowner will promptly return the original to Lessee.

6. **Notice.** Notices or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier’s delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Landowner: Alan & Tammy Schamp
7400 Goode Road
Hopkinsville, KY 42240-8218

To Lessee: Oriden, LLC
106 Isabella St., Suite 400
Pittsburgh, PA 15212

7. **Burdens Run With and Against the Property.** The burdens of this Agreement shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Landowner and its heirs, successors, assigns, permittees, licensees, lessees, employees and agents. This Agreement and the rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees, employees and agents.

8. **Exclusivity.** The rights granted to Lessee hereunder are exclusive. Accordingly, Landowner shall not grant any other party the right to conduct solar energy monitoring activities or other due diligence activities on the Property in anticipation of solar energy uses during the Option Period. Landowner shall not grant any other option, leasehold interest, easements, or other encumbrances to title to any person or entity other than Lessee during the Option Period except for monetary liens, which shall be discharged by Landowner or consented to by Lessee prior to the Option Exercise Date.

9. **Confidentiality.** Landowner and Lessee shall maintain in confidence all confidential and proprietary information of the other party, including the terms of this Agreement and payments under this Agreement, and Lessee's methods of operation, methods of construction, data, and the like. Notwithstanding the foregoing, Landowner and Lessee may disclose the terms of this Agreement to their respective legal and financial advisers. The parties agree that the confidentiality obligation set forth herein shall survive for four (4) years after the expiration or earlier termination of this Agreement.

10. **Representations and Warranties.** Landowner hereby represents and warrants to Lessee as follows:

(a) Landowner is the true and lawful owner of the Property in fee simple and has the right and authority to grant the Option and, if the Option is exercised, the Lease;

(b) There are no rights, options or other agreements of any kind to lease, purchase, develop, acquire, sell or dispose of the Property, or any interest therein, nor any claims to any such options, rights or other agreements;

(c) The Property is not in violation of any law or governmental order or regulation or of any easement, restriction, condition or covenant affecting the Property;

(d) Landowner is not aware of any hazardous substances located in or on the Property which are in violation of any applicable environmental law, rule, regulation or order; and

(e) There is no legal action or proceeding pending or threatened against Landowner or the Property.

11. Default and Remedies.

(a) If Landowner breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after Landowner's receipt of written notice of the breach from Lessee, Lessee shall be entitled to avail itself of any and all remedies available at law or in equity.

(b) If Lessee fails to pay Landowner any sum of money due hereunder, Lessee shall not be in default of this Agreement unless Lessee has received written notice of such failure from Landowner, and Lessee has failed to cure such non-payment within thirty (30) days after receipt of such notice.

12. Assignment.

(a) In no event shall Landowner assign this Agreement, or the right to receive the payments hereunder, to any third party, unless Landowner sells its fee interest in the Property to a third party. Such prohibition includes, but is not limited to, an assignment of leases and rents in connection with Landowner obtaining a mortgage on all or a portion of the Property. Any attempt to assign this Agreement by Landowner for any reason other than the sale of the Property shall be null and void.

(a) Lessee shall have the right to assign this Lease, in Lessee's sole discretion, and will give Landowner prompt notice of such assignment, along with the new notice address of the assignee.

13. Time of the Essence. Time is of the essence in regard to this Agreement and to all the terms, conditions, obligations and agreements contained in this Agreement.

14. Governing Law. The terms and provisions of this Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

15. Interpretation. The parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, either party.

16. Partial Invalidity. If any term, provision, condition, or part of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms, provisions, conditions, or parts, or application thereof to any

person or circumstance shall continue in full force and effect, unless the invalidity or unenforceability in question causes the primary intention of the parties under this Agreement to be frustrated.

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

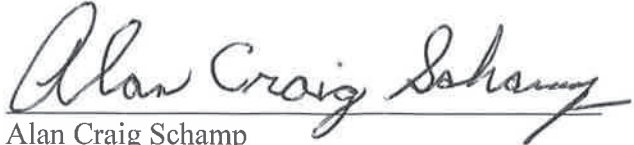
18. **Signing Bonus.** Lessee will pay to Landowner a one-time signing bonus in the amount of [REDACTED] (“Signing Bonus”) within thirty (30) days after Lessee’s receipt of such original.


The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LANDOWNER:

**Alan Craig Schamp and Tammy Schamp,
husband and wife**

By: 
Name: Alan Craig Schamp
Title: Owner

By: 
Name: Tammy Schamp
Title: Spouse of Owner

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LESSEE:

Oriden LLC., a Delaware limited liability company


By:  (SEAL)
Name: MASAHIRO OGISO
Title: PRESIDENT

EXHIBIT A

Legal Description of Property

Parcel 1:

BEING a tract of land located approx. 7.7 miles northeast of the City of Hopkinsville, and in the Community of Dogwood in Christian County, Kentucky, and being on the east side of Kentucky highway 107 (Greenville Rd.) and being on the south side of Goode Road with a more particular description as follows:

BEGINNING at a stone found in place beside of a 3/4 inch diameter iron pipe, said point being in the west right of way of Highway 107, as recorded to the Commonwealth of Kentucky in Deed Book 177, page 378, and approx. 35 feet east of the physical centerline of said highway, also being the northwest corner of the Durwood C. Farmer and Shirley S. Farmer property as recorded in Deed Book 513, page 558, and being located south 76 deg. 28 min. 11 sec. West a distance of 76.66 feet from the center of the east end of a culvert under Highway 107; thence with said right of way of Highway 107, North 43 deg. 29 min. 13 sec. East a distance of 385.74 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with said right of way along a curve to the left having an arc length of 609.30 feet, a radius of 3,930.51 feet, a chord bearing of North 39 deg. 00 min. 27 sec. East and a chord length of 608.69 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, said point being in the intersection of the east right of way of Highway 107 and the centerline of the Old Greenville road (now abandoned), also being a common corner with the Alan C. Schamp and Susan Frazier Schamp property as recorded in Deed Book 588, page 195; thence with the old roadbed and the Schamp property south 16 deg. 24 min. 25 sec. West a distance of 98.08 feet to a point; thence continuing with the old roadbed and the Schamp property South 22 deg. 03 min. 46 sec. West a distance of 166.84 feet to a point; thence continuing with the old roadbed and the Schamp property South 26 deg. 36 min. 06 sec. West a distance of 197.43 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set this survey; thence leaving the old roadbed and continuing with the Schamp property South 75 deg. 39 min. 32 sec. East, passing through an iron pin with survey cap (PLS 2096) found in place at 15.90 feet and continuing on same call an additional 341.18 feet for a total distance of 357.08 feet to an iron pin with survey cap (PLS 2096) found in place, said point being a common corner of the herein described property, the Schamp property and the Douglas W. Kirkman and Krystal Kirkman property as recorded in Deed Book 652, page 306; thence with the Kirkman property South 75 deg. 58 min. 33 sec. East a distance of 932.10 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Kirkman property North 13 deg. 58 min. 54 sec. East a distance of 862.54 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with the Kirkman property South 74 deg. 38 min. 49 sec. East, passing an iron pin with survey cap (PLS 2096) found in place marking the corner of a separate Kirkman property as recorded in Deed Book 602, page 537, at a distance of 124.12 feet and continuing on same course an additional distance of 589.22 feet for a total distance of 713.34 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with Kirkman property North 22 deg. 35 min.

26 sec. East a distance of 204.66 feet to an iron pin with survey cap (PLS 2096 2096) found in place marking the corner of a separate Kirkman property as recorded in Deed Book 602, page 537, at a distance of 124.12 feet and continuing on same course an additional distance of 589.22 feet for a total distance of 713.34 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with Kirkman property North 22 deg. 35 min. 26 sec. East a distance of 204.66 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Kirkman property South 66 deg. 26 min. 45 sec. East, passing through an iron pin with survey cap (PLS 2096) found in place at a distance of 54.70 feet and continuing on same course an additional 43.87 feet for a total distance of 98.57 feet to a point in the center of Goode Road, said point being in the line of the Alan C. Schamp and Susan F. Schamp property as recorded in Deed Book 533, page 071; thence with the center of Goode Road and the Schamp property along a curve to the left having an arc length of 76.22 feet, a radius of 209.33 feet, a chord bearing of South 37 deg. 41 min. 14 sec. East and a chord length of 75.80 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 48 deg. 07 min. 05 sec. East a distance of 170.23 feet to a point; thence continuing with the center of Goode Road and the Schamp property along a curve to the left having an arc length of 135.40 feet, a radius of 366.76 feet, a chord bearing of South 63 deg. 40 min. 53 sec. East and a chord length of 134.64 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 75 deg. 26 min. 02 sec. East a distance of 326.76 feet to a 2-1/2 inch long "MAG" nail with a washer stamped "J Payne PLS 3536" set, this survey; thence continuing with the center of Goode Road and the Schamp property South 76 deg. 47 min. 50 sec. East a distance of 710.09 feet to a 2-1/2 inch long "MAG" nail with a washer stamped "J Payne PLS 3536" set, this survey; thence continuing with the center of Goode Road and the Schamp property south 76 deg. 47 min. 58 sec. East a distance of 620.62 feet to a point; thence with the Danny Cook Jr. property as recorded in Deed Book 645, page 263, South 14 deg. 11 min. 10 sec. West, passing through an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, at a distance of 18.51 feet and continuing with same course an additional 295.16 feet for a total distance of 313.67 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Cook property South 75 deg. 48 min. 41 sec. East a distance of 295.13 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Cook property North 14 deg. 11 min. 29 sec. East, passing through an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, at a distance of 295.16 feet and continuing on same course an additional distance of 13.64 feet for a total distance of 308.80 feet to a point in the center of Goode Road and in the Schamp property line; thence continuing with the center of Goode Road and the Schamp property South 74 deg. 36 min. 15 sec. East a distance of 180.96 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 76 deg. 20 min. 24 sec. East a distance of 279.84 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 77 deg. 22 min. 00 sec. East a distance of 236.88 feet to a point; thence continuing with the center of Goode road and the Schamp property along a curve to the right having arc length of 143.40 feet, a radius of 242.63 feet, a chord bearing of South 60 deg. 32 min. 07 sec. East, and a chord length of 141.32 feet to a point in the north line of the J.D. Underwood property as recorded in Deed Book 251, page 349; thence leaving Goode Road and running with the Underwood property South 66 deg. 23 min. 40 sec. West passing through an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" at a distance of 32.01 feet and continuing on same course an additional distance of 3,346.76 feet for a total distance of 3,378.77 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with the Underwood property south 23 deg. 30 min.

58 sec. East a distance of 1,806.49 feet to a steel "T" post found in place in the north line of the Dunning Land Company, LLC property as recorded in Deed Book 642, page 518; thence with the Dunning Land Company LLC property South 77 deg. 43 min. 48 sec. West, passing through a steel "T" post found in place at a distance of 780.41 feet and continuing on same course an additional distance of 296.94 feet for a total distance of 1,077.35 feet to a point in the center of a creek, said point being in the east line of the Glendel Howard Jones and Christina D. Jones property as recorded in Deed Book 472, page 671, said point also being located North 41 deg. 46 min. 34 sec. East a distance of 38.55 feet from an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey at the west base of a 28 inch diameter sycamore tree on the west bank of the creek as a witness corner; thence with the Jones property and the center of the creek the following calls: North 14 deg. 36 min. 59 sec. West 101. 71 feet; North 38 deg. 53 min. 13 sec. West 42.06 feet; North 24 deg. 31 min. 42 sec. East 30.73 feet; North 05 deg. 22 min. 54 sec. West 174.13 feet; North 45 deg. 00 min. 10 sec. East 45.98 feet; North 32 deg. 08 min. 21 sec. West 74.70 feet; North 05 deg. 17 min. 10 sec. West 168.91 feet; North 47 deg. 14 min. 50 sec. West 42.65 feet; North 07 deg. 37 min. 56 sec. West 44.81 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; North 55 deg. 31 min. 08 sec. West 238.45 feet; North 25 deg. 12 min. 00 sec. West, 163.83 feet; North 38 deg. 52 min. 08 sec. West 495.02 feet; North 73 deg. 03 min. 47 sec. West 41.37 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; North 50 deg. 50 min. 02 sec. West 393. 76 feet to a 1 /4 inch by 3 inch steel post founding place at the west base of a 16 inch diameter oak tree and on the south bank of the creek; thence with a separate Jones property as recorded in Deed Book 655, page 549, North 07 deg. 09 min. 28 sec. East a distance of 169.32 feet to an iron pin with survey cap (PLS 1698) found in place at a common corner of the W. Darrel Tipton and Valery S. Tipton property as recorded in Deed Book 556, page 466; thence with the Tipton property North 11 deg. 58 min. 37 sec. East a distance of 116.35 feet to an iron pin with survey cap (PLS 1582) found in place at a common corner of the Sherry Roberts Noel and Jerry L. Noel property as recorded in Deed Book 594, page 341 ; thence with the Noel property North 13 deg. 32 min. 38 sec. East a distance of 612.11 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with the Noel property North 73 deg. 30 min. 33 sec. West a distance of 1,484.96 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, in the center of the Old Greenville Road roadbed; thence with the center of the old roadbed and with Noel and Farmer properties North 23 deg. 20 min. 31 sec. East a distance of 358.20 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence with the Farmer property North 58 deg. 34 min. 55 sec. West passing through a 1-inch diameter iron pipe at the west base of a 40 inch diameter oak snag at a distance of 13.74 feet and continuing on same course an additional distance of 240.82 feet for a total distance of 254.56 feet to the point of beginning, containing 210.24 acres, more or less, as surveyed by Jonathan L. Payne, PLS 3536 in November 2012.

PID: 153-0000033.00 –

Parcel 2:

FIRST TRACT

BEGINNING at a hickory in the North Pyles line; thence North 85 degrees West 160 poles to a post oak in Joseph Meacham's line; thence North 55 degrees West 20 poles to a post oak; thence

North 8 degrees West 54 poles to a black oak; thence North 30 degrees East 22 poles to a black oak and 2 post oaks; thence South 85 degrees East 160 poles to a gum and ash; thence South 17 degrees East 90 poles to a hickory; thence South 64 degrees West 12 poles to the Beginning, containing 100 acres, more or less

SECOND TRACT

BEGINNING at a gum and ash; thence North 5 degrees West 17 poles to a stake; thence North 85 degrees East 28 poles to a black oak; thence South 5 degrees East 40 poles to a stake, two white oaks, 1 spanish oak and hickory and post oak pointers; thence South 85 degrees West 36 poles to a stake in an old field; thence North 7 degrees East 23 poles to the Beginning, containing 7 acres 1 rod 29 poles, more or less.

THIRD TRACT

BEGINNING at a black oak stump, post oak and dogwood pointers, R, Russell's corner; thence North 30 degrees East 129 poles to a black oak supposed to be in McCulloch's line; thence South 88 degrees East 73 poles to a white oak near a branch; thence South 19 1/4 degrees East 135 poles to a black gum and ash near an old field; thence North 85 degrees West 160 poles to the Beginning, containing 93 acres, more or less.

FOURTH TRACT

BEGINNING at a broken top black oak, corner to Underwood and Myers; thence with a fence, a new line, N. 32 W. 101.6 poles to a white oak, a new corner in line between said Underwood and Myers; thence with said lines 16 1/2 E. 98 poles to a stake; thence N. 80 E. 30 poles to the Beginning, containing 9 1/4 acres, more or less.

EXCEPTING

A certain parcel of land that abuts the northern right-of-way line of Goode Road approximately 0.9 mile east of Kentucky Highway 107 in Christian County, Kentucky.

Said parcel being a portion of the Alan C. Schamp property as recorded in Deed Book 533 at Page 71, also, being Lot No. 1 of plat recorded in Plat Cabinet 6, File 276, in the Christian County Court Clerk's office.

Beginning at an iron pin (set, a new division corner, 16.50 feet southeast of the centerline of gravel lane and 20.00 feet north of the centerline of Goode Road; thence leaving Goode Road and forming a new division line through the Alan C. Schamp property, 16.50 feet southeast and parallel to above mentioned gravel lane, N 60° 21' 57" E 310.00 feet to an iron pin (set); thence leaving gravel lane and forming another new division line through the Alan C. Schamp property S 71°22'09" E 481.26 feet to an iron pin (set), a common corner with Lot No. 2; thence forming another new division line through the Alan C. Schamp property and being a common boundary with Lot No. 2, S 63°07'04" W 255.17 feet to an iron pin (set), being a common corner with Lot No. 2 and located in the northern 40 foot right-of-way line of Goode Road; thence with the northern 40 foot right-of-way line of Goode Road (20 feet from and parallel to existing road centerline) N 76°54'09" W 511.19 feet to the point of beginning.

Containing 2.240 acres as surveyed by Pro Line Surveys on April 10, 1998.

ALSO EXCEPTING:

A certain parcel of land that abuts the northern right-of-way line of Goode Road approximately 1.0 mile east of Kentucky Highway 107 in Christian county, Kentucky.

Said parcel 1 being a portion of the Alan C. Schamp property as recorded in Deed Book 533 at Page 71, also, being Lot No. 2 of a plat recorded in Plat Cabinet 6, File 276, in the Christian County Court Clerk's office.

BEGINNING at an iron pin (set) in the northern 40 foot right-of-way line of Goode Road, a common corner with Timothy J. Goode; thence with the northern 40 foot right-of-way line of Good Road (20 feet from and parallel to existing road centerline) in a curve to the left the following (2) two chord courses and distances: N 46°50'47" W 62.51 feet to an iron pin (set); thence N 55°55'29" W 63.87 feet to an iron pin (set), a common corner with Lot No. 1; thence leaving Goode Road and forming a new division line through the Alan C. Schamp property and being a common boundary with Lot No. 1 N 63007'04" E 255.17 feet to an iron pin (set), a common corner with Lot No. 1; thence forming another new division line through the Alan C. Schamp property S 55°02'49" E 208.92 feet to an iron pin (set) in the property line of Timothy J. Goode; thence with Timothy J. Goode and being approximately with an old existing fence lines 72°56'46" W 327.50 feet to the point of beginning.

Containing 0.828 acres as surveyed by Pro Line Surveys on April 10, 1998.

PID: 153-0000041.00

EXHIBIT B

Form of Exercise Notice

[Attached]

_____, 20__

VIA OVERNIGHT COURIER

Dear _____:

Reference is made to that certain Option for Solar Energy Ground Lease and Easement Agreement dated _____ (“**Option Agreement**”) by and between **Alan Craig Schamp and Tammy Schamp**, husband and wife (“**Landowner**”) and **Oriden LLC.**, a Delaware limited liability company (“**Lessee**”) with respect to certain real property located in Christian County, Kentucky, as more particularly described and/or depicted in the Option Agreement, and as further described as follows (“**Property**”):

Parcel 1:

BEING a tract of land located approx. 7.7 miles northeast of the City of Hopkinsville, and in the Community of Dogwood in Christian County, Kentucky, and being on the east side of Kentucky highway 107 (Greenville Rd.) and being on the south side of Goode Road with a more particular description as follows:

BEGINNING at a stone found in place beside of a 3/4 inch diameter iron pipe, said point being in the west right of way of Highway 107, as recorded to the Commonwealth of Kentucky in Deed Book 177, page 378, and approx. 35 feet east of the physical centerline of said highway, also being the northwest corner of the Durwood C. Farmer and Shirley S. Farmer property as recorded in Deed Book 513, page 558, and being located south 76 deg. 28 min. 11 sec. West a distance of 76.66 feet from the center of the east end of a culvert under Highway 107; thence with said right of way of Highway 107, North 43 deg. 29 min. 13 sec. East a distance of 385.74 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with said right of way along a curve to the left having an arc length of 609.30 feet, a radius of 3,930.51 feet, a chord bearing of North 39 deg. 00 min. 27 sec. East and a chord length of 608.69 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, said point being in the intersection of the east right of way of Highway 107 and the centerline of the Old Greenville road (now abandoned), also being a common corner with the Alan C. Schamp and Susan Frazier Schamp property as recorded in Deed Book 588, page 195; thence with the old roadbed and the Schamp property south 16 deg. 24 min. 25 sec. West a distance of 98.08 feet to a

point; thence continuing with the old roadbed and the Schamp property South 22 deg. 03 min. 46 sec. West a distance of 166.84 feet to a point; thence continuing with the old roadbed and the Schamp property South 26 deg. 36 min. 06 sec. West a distance of 197.43 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set this survey; thence leaving the old roadbed and continuing with the Schamp property South 75 deg. 39 min. 32 sec. East, passing through an iron pin with survey cap (PLS 2096) found in place at 15.90 feet and continuing on same call an additional 341.18 feet for a total distance of 357.08 feet to an iron pin with survey cap (PLS 2096) found in place, said point being a common corner of the herein described property, the Schamp property and the Douglas W. Kirkman and Krystal Kirkman property as recorded in Deed Book 652, page 306; thence with the Kirkman property South 75 deg. 58 min. 33 sec. East a distance of 932.10 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Kirkman property North 13 deg. 58 min. 54 sec. East a distance of 862.54 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with the Kirkman property South 74 deg. 38 min. 49 sec. East, passing an iron pin with survey cap (PLS 2096) found in place marking the corner of a separate Kirkman property as recorded in Deed Book 602, page 537, at a distance of 124.12 feet and continuing on same course an additional distance of 589.22 feet for a total distance of 713.34 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with Kirkman property North 22 deg. 35 min. 26 sec. East a distance of 204.66 feet to an iron pin with survey cap (PLS 2096) found in place marking the corner of a separate Kirkman property as recorded in Deed Book 602, page 537, at a distance of 124.12 feet and continuing on same course an additional distance of 589.22 feet for a total distance of 713.34 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with Kirkman property North 22 deg. 35 min. 26 sec. East a distance of 204.66 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Kirkman property South 66 deg. 26 min. 45 sec. East, passing through an iron pin with survey cap (PLS 2096) found in place at a distance of 54.70 feet and continuing on same course an additional 43.87 feet for a total distance of 98.57 feet to a point in the center of Goode Road, said point being in the line of the Alan C. Schamp and Susan F. Schamp property as recorded in Deed Book 533, page 071; thence with the center of Goode Road and the Schamp property along a curve to the left having an arc length of 76.22 feet, a radius of 209.33 feet, a chord bearing of South 37 deg. 41 min. 14 sec. East and a chord length of 75.80 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 48 deg. 07 min. 05 sec. East a distance of 170.23 feet to a point; thence continuing with the center of Goode Road and the Schamp property along a curve to the left having an arc length of 135.40 feet, a radius of 366.76 feet, a chord bearing of South 63 deg. 40 min. 53 sec. East and a chord length of 134.64 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 75 deg. 26 min. 02 sec. East a distance of 326.76 feet to a 2-1/2 inch long "MAG" nail with a washer stamped "J Payne PLS 3536" set, this survey; thence continuing with the center of Goode Road and the Schamp property South 76 deg. 47 min. 50 sec. East a distance of 710.09 feet to a 2-1/2 inch long "MAG" nail with a washer stamped "J Payne PLS 3536" set, this survey; thence continuing with the center of Goode Road and the Schamp property south 76 deg. 47 min. 58 sec. East a distance of 620.62 feet to a point; thence with the Danny Cook Jr. property as recorded in Deed Book 645, page 263, South 14 deg. 11 min. 10 sec. West, passing through an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, at a distance of 18.51 feet and continuing with same course an additional 295.16 feet for a total distance of 313.67 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Cook property South 75 deg. 48 min. 41 sec. East

a distance of 295.13 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Cook property North 14 deg. 11 min. 29 sec. East, passing through an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, at a distance of 295.16 feet and continuing on same course an additional distance of 13.64 feet for a total distance of 308.80 feet to a point in the center of Goode Road and in the Schamp property line; thence continuing with the center of Goode Road and the Schamp property South 7 4 deg. 36 min. 15 sec. East a distance of 180.96 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 76 deg. 20 min. 24 sec. East a distance of 279.84 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 77 deg. 22 min. 00 sec. East a distance of 236.88 feet to a point; thence continuing with the center of Goode road and the Schamp property along a curve to the right having arc length of 143.40 feet, a radius of 242.63 feet, a chord bearing of South 60 deg. 32 min. 07 sec. East, and a chord length of 141.32 feet to a point in the north line of the J.D. Underwood property as recorded in Deed Book 251, page 349; thence leaving Goode Road and running with the Underwood property South 66 deg. 23 min. 40 sec. West passing through an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" at a distance of 32.01 feet and continuing on same course an additional distance of 3,346.76 feet for a total distance of 3,378.77 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with the Underwood property south 23 deg. 30 min. 58 sec. East a distance of 1,806.49 feet to a steel "T" post found in place in the north line of the Dunning Land Company, LLC property as recorded in Deed Book 642, page 518; thence with the Dunning Land Company LLC property South 77 deg. 43 min. 48 sec. West, passing through a steel "T" post found in place at a distance of 780.41 feet and continuing on same course an additional distance of 296.94 feet for a total distance of 1,077.35 feet to a point in the center of a creek, said point being in the east line of the Glendel Howard Jones and Christina D. Jones property as recorded in Deed Book 472, page 671, said point also being located North 41 deg. 46 min. 34 sec. East a distance of 38.55 feet from an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey at the west base of a 28 inch diameter sycamore tree on the west bank of the creek as a witness corner; thence with the Jones property and the center of the creek the following calls: North 14 deg. 36 min. 59 sec. West 101. 71 feet; North 38 deg. 53 min. 13 sec. West 42.06 feet; North 24 deg. 31 min. 42 sec. East 30.73 feet; North 05 deg. 22 min. 54 sec. West 174.13 feet; North 45 deg. 00 min. 10 sec. East 45.98 feet; North 32 deg. 08 min. 21 sec. West 74.70 feet; North 05 deg. 17 min. 1 0 sec. West 168.91 feet; North 47 deg. 14 min. 50 sec. West 42.65 feet; North 07 deg. 37 min. 56 sec. West 44.81 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; North 55 deg. 31 min. 08 sec. West 238.45 feet; North 25 deg. 12 min. 00 sec. West, 163.83 feet; North 38 deg. 52 min. 08 sec. West 495.02 feet; North 73 deg. 03 min. 47 sec. West 41.37 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; North 50 deg. 50 min. 02 sec. West 393. 76 feet to a 1 /4 inch by 3 inch steel post founding place at the west base of a 16 inch diameter oak tree and on the south bank of the creek; thence with a separate Jones property as recorded in Deed Book 655, page 549, North 07 deg. 09 min. 28 sec. East a distance of 169.32 feet to an iron pin with survey cap (PLS 1698) found in place at a common corner of the W. Darrel Tipton and Valery S. Tipton property as recorded in Deed Book 556, page 466; thence with the Tipton property North 11 deg. 58 min. 37 sec. East a distance of 116.35 feet to an iron pin with survey cap (PLS 1582) found in place at a common corner of the Sherry Roberts Noel and Jerry L. Noel property as recorded in Deed Book 594, page 341 ; thence with the Noel property North 13 deg. 32 min. 38 sec. East a distance of 612.11 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this

survey; thence continuing with the Noel property North 73 deg. 30 min. 33 sec. West a distance of 1,484.96 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, in the center of the Old Greenville Road roadbed; thence with the center of the old roadbed and with Noel and Farmer properties North 23 deg. 20 min. 31 sec. East a distance of 358.20 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence with the Farmer property North 58 deg. 34 min. 55 sec. West passing through a 1-inch diameter iron pipe at the west base of a 40 inch diameter oak snag at a distance of 13.74 feet and continuing on same course an additional distance of 240.82 feet for a total distance of 254.56 feet to the point of beginning, containing 210.24 acres, more or less, as surveyed by Jonathan L. Payne, PLS 3536 in November 2012.

PID: 153-0000033.00 –

Parcel 2:

FIRST TRACT

BEGINNING at a hickory in the North Pyles line; thence North 85 degrees West 160 poles to a post oak in Joseph Meacham's line; thence North 55 degrees West 20 poles to a post oak; thence North 8 degrees West 54 poles to a black oak; thence North 30 degrees East 22 poles to a black oak and 2 post oaks; thence South 85 degrees East 160 poles to a gum and ash; thence South 17 degrees East 90 poles to a hickory; thence South 64 degrees West 12 poles to the Beginning, containing 100 acres, more or less

SECOND TRACT

BEGINNING at a gum and ash; thence North 5 degrees West 17 poles to a stake; thence North 85 degrees East 28 poles to a black oak; thence South 5 degrees East 40 poles to a stake, two white oaks, 1 spanish oak and hickory and post oak pointers; thence South 85 degrees West 36 poles to a stake in an old field; thence North 7 degrees East 23 poles to the Beginning, containing 7 acres 1 rod 29 poles, more or less.

THIRD TRACT

BEGINNING at a black oak stump, post oak and dogwood pointers, R, Russell's corner; thence North 30 degrees East 129 poles to a black oak supposed to be in McCulloch's line; thence South 88 degrees East 73 poles to a white oak near a branch; thence South 19 1/4 degrees East 135 poles to a black gum and ash near an old field; thence North 85 degrees West 160 poles to the Beginning, containing 93 acres, more or less.

FOURTH TRACT

BEGINNING at a broken top black oak, corner to Underwood and Myers; thence with a fence, a new line, N. 32 W. 101.6 poles to a white oak, a new corner in line between said Underwood and Myers; thence with said lines 16 1/2 E. 98 poles to a stake; thence N. 80 E. 30 poles to the Beginning, containing 9 1/4 acres, more or less.

EXCEPTING

A certain parcel of land that abuts the northern right-of-way line of Goode Road approximately 0.9 mile east of Kentucky Highway 107 in Christian County, Kentucky.

Said parcel being a portion of the Alan C. Schamp property as recorded in Deed Book 533 at Page 71, also, being Lot No. 1 of plat recorded in Plat Cabinet 6, File 276, in the Christian County Court Clerk's office.

Beginning at an iron pin (set, a new division corner, 16.50 feet southeast of the centerline of gravel lane and 20.00 feet north of the centerline of Goode Road; thence leaving Goode Road and forming a new division line through the Alan C. Schamp property, 16.50 feet southeast and parallel to above mentioned gravel lane, N 60° 21' 57" E 310.00 feet to an iron pin (set); thence leaving gravel lane and forming another new division line through the Alan C. Schamp property S 71°22'09" E 481.26 feet to an iron pin (set), a common corner with Lot No. 2; thence forming another new division line through the Alan C. Schamp property and being a common boundary with Lot No. 2, S 63°07'04" W 255.17 feet to an iron pin (set), being a common corner with Lot No. 2 and located in the northern 40 foot right-of-way line of Goode Road; thence with the northern 40 foot right-of-way line of Goode Road (20 feet from and parallel to existing road centerline) N 76°54'09" W 511.19 feet to the point of beginning.

Containing 2.240 acres as surveyed by Pro Line Surveys on April 10, 1998.

ALSO EXCEPTING:

A certain parcel of land that abuts the northern right-of-way line of Goode Road approximately 1.0 mile east of Kentucky Highway 107 in Christian county, Kentucky.

Said parcel 1 being a portion of the Alan C. Schamp property as recorded in Deed Book 533 at Page 71, also, being Lot No. 2 of a plat recorded in Plat Cabinet 6, File 276, in the Christian County Court Clerk's office.

BEGINNING at an iron pin (set) in the northern 40 foot right-of-way line of Goode Road, a common corner with Timothy J. Goode; thence with the northern 40 foot right-of-way line of Good Road (20 feet from and parallel to existing road centerline) in a curve to the left the following (2) two chord courses and distances: N 46°50'47" W 62.51 feet to an iron pin (set); thence N 55°55'29" W 63.87 feet to an iron pin (set), a common corner with Lot No. 1; thence leaving Goode Road and forming a new division line through the Alan C. Schamp property and being a common boundary with Lot No. 1 N 63°07'04" E 255.17 feet to an iron pin (set), a common corner with Lot No. 1; thence forming another new division line through the Alan C. Schamp property S 55°02'49" E 208.92 feet to an iron pin (set) in the property line of Timothy J. Goode; thence with Timothy J. Goode and being approximately with an old existing fence lines 72°56'46" W 327.50 feet to the point of beginning.

Containing 0.828 acres as surveyed by Pro Line Surveys on April 10, 1998.

PID: 153-0000041.00

Buyer hereby exercises the Option to lease a portion of the Property. Enclosed herewith is the Solar Energy Ground Lease and Easement Agreement for you to sign and return to us.

IN WITNESS WHEREOF, the undersigned has executed this notice this ____ day of _____, 20__.

LESSEE:
Oriden LLC., a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT C

Form of Memorandum of Option

[Attached]

**MEMORANDUM OF OPTION FOR SOLAR ENERGY GROUND LEASE AND
EASEMENT AGREEMENT**

This **MEMORANDUM OF OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT** (“Memorandum”) is dated April 20, 2020, and is made by and between **Alan Craig Schamp and Tammy Schamp**, husband and wife (“Optionor”) and **Oriden LLC.**, a Delaware limited liability company (“Optionee”).

WHEREAS, Optionor owns that certain real property located in Christian County, Kentucky, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Land**”); and

WHEREAS, Optionor and Optionee have entered into that certain Option for Solar Energy Ground Lease and Easement Agreement dated April 20, 2020 (“**Option Agreement**”) whereby Optionor has granted to Optionee an option (“**Option**”) to lease all or a portion of the Land (“**Property**”). If exercised, the parties will enter into a Solar Energy Ground Lease and Easement Agreement (“**Solar Lease**”).

NOW, THEREFORE, intending to be legally bound hereby, the parties set forth the following information with respect to the Agreement.

1. The name and address of the Optionor are:

Alan & Tammy Schamp
7400 Goode Rd
Hopkinsville, KY 42240

2. The name and address of the Optionee are:

Oriden, LLC
106 Isabella St., Suite 400
Pittsburgh, PA 15212

3. The date of the Option Agreement is April 20, 2020.

4. The "Option Period" commenced on April 20, 2020 and expires on April 20, 2024, unless earlier exercised or terminated by Optionee.
5. Optionee has the right to extend the Option Period for one (1) additional period of one (1) year.
6. Optionor has granted to Optionee the right to enter the Property at any time during the Option Period, without prior notice to Optionor, to install, construct, use, operate, maintain, replace, relocate, deconstruct, and remove on and from the Property solar energy monitoring equipment, consisting of one or more solar panels, anchors, foundations, fences and monitoring instrumentation and equipment to protect and otherwise facilitate Optionee's solar energy monitoring activities. Optionee shall also have the right to conduct other meteorological and environmental studies, conduct soil and geologic studies, and take photographs upon and of the Property. Optionor shall not grant any other party the right to conduct solar energy monitoring activities or other due diligence activities on the Property in anticipation of solar energy uses during the Option Period.
7. This Memorandum shall automatically terminate and be of no force or effect without the necessity of making or recording any additional instrument or writing if Optionee fails to exercise the Option during the Option Period, as the same may be extended.
8. If there are any inconsistencies between this Memorandum of Option and the Option Agreement, the Option Agreement shall in all instances be controlling.

[Signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Option as of the day and year first above written.

OPTIONOR:

**Alan Craig Schamp and Tammy Schamp,
husband and wife**

By: Alan Craig Schamp
Name: Alan Craig Schamp
Title: Owner

By: Tammy Schamp
Name: Tammy Schamp
Title: Spouse of Owner

ACKNOWLEDGEMENT

STATE OF KY

COUNTY OF Todd

Before me, Cynthia R. O'Bryan, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Alan Craig Schamp and Tammy Schamp**, husband and wife with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Elkton, KY, this 9th
day of April, 2020.


Cynthia R. O'Bryan
Notary Public

April 30th, 2020
My Commission Expires



OPTIONEE:

Oriden LLC., a Delaware limited liability company

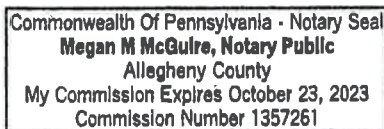
By: 
Name: MASAHIRO OGISO
Title: PRESIDENT

ACKNOWLEDGEMENT

STATE OF Pennsylvania
COUNTY OF Allegheny

Before me, Masahiro Ogiso, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Masahiro Ogiso, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President, of Oriden LLC, a Delaware limited liability company, and that he in such capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name for the company.

WITNESS my hand and seal, at office in 1010 Isabella Street Pitts, this 20 day of April, 2020.



Megan McGuire
Notary Public

October 23 2023
My Commission Expires

Exhibit A
to
Memorandum of Option for Solar Energy Ground Lease and Easement Agreement

Legal Description of Property

Parcel 1:

BEING a tract of land located approx. 7.7 miles northeast of the City of Hopkinsville, and in the Community of Dogwood in Christian County, Kentucky, and being on the east side of Kentucky highway 107 (Greenville Rd.) and being on the south side of Goode Road with a more particular description as follows:

BEGINNING at a stone found in place beside of a 3/4 inch diameter iron pipe, said point being in the west right of way of Highway 107, as recorded to the Commonwealth of Kentucky in Deed Book 177, page 378, and approx. 35 feet east of the physical centerline of said highway, also being the northwest corner of the Durwood C. Farmer and Shirley S. Farmer property as recorded in Deed Book 513, page 558, and being located south 76 deg. 28 min. 11 sec. West a distance of 76.66 feet from the center of the east end of a culvert under Highway 107; thence with said right of way of Highway 107, North 43 deg. 29 min. 13 sec. East a distance of 385.74 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with said right of way along a curve to the left having an arc length of 609.30 feet, a radius of 3,930.51 feet, a chord bearing of North 39 deg. 00 min. 27 sec. East and a chord length of 608.69 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, said point being in the intersection of the east right of way of Highway 107 and the centerline of the Old Greenville road (now abandoned), also being a common corner with the Alan C. Schamp and Susan Frazier Schamp property as recorded in Deed Book 588, page 195; thence with the old roadbed and the Schamp property south 16 deg. 24 min. 25 sec. West a distance of 98.08 feet to a point; thence continuing with the old roadbed and the Schamp property South 22 deg. 03 min. 46 sec. West a distance of 166.84 feet to a point; thence continuing with the old roadbed and the Schamp property South 26 deg. 36 min. 06 sec. West a distance of 197.43 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set this survey; thence leaving the old roadbed and continuing with the Schamp property South 75 deg. 39 min. 32 sec. East, passing through an iron pin with survey cap (PLS 2096) found in place at 15.90 feet and continuing on same call an additional 341.18 feet for a total distance of 357.08 feet to an iron pin with survey cap (PLS 2096) found in place, said point being a common corner of the herein described property, the Schamp property and the Douglas W. Kirkman and Krystal Kirkman property as recorded in Deed Book 652, page 306; thence with the Kirkman property South 75 deg. 58 min. 33 sec. East a distance of 932.10 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Kirkman property North 13 deg. 58 min. 54 sec. East a distance of 862.54 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with the Kirkman property South 74 deg. 38 min. 49 sec. East, passing an iron pin with survey cap (PLS 2096) found in place marking the corner of a separate Kirkman property as recorded in Deed Book 602, page 537, at a distance of 124.12 feet and continuing on same course an additional distance of 589.22 feet for a total distance of 713.34 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with Kirkman property North 22 deg. 35 min.

26 sec. East a distance of 204.66 feet to an iron pin with survey cap (PLS 2096 2096) found in place marking the corner of a separate Kirkman property as recorded in Deed Book 602, page 537, at a distance of 124.12 feet and continuing on same course an additional distance of 589.22 feet for a total distance of 713.34 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with Kirkman property North 22 deg. 35 min. 26 sec. East a distance of 204.66 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Kirkman property South 66 deg. 26 min. 45 sec. East, passing through an iron pin with survey cap (PLS 2096) found in place at a distance of 54.70 feet and continuing on same course an additional 43.87 feet for a total distance of 98.57 feet to a point in the center of Goode Road, said point being in the line of the Alan C. Schamp and Susan F. Schamp property as recorded in Deed Book 533, page 071; thence with the center of Goode Road and the Schamp property along a curve to the left having an arc length of 76.22 feet, a radius of 209.33 feet, a chord bearing of South 37 deg. 41 min. 14 sec. East and a chord length of 75.80 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 48 deg. 07 min. 05 sec. East a distance of 170.23 feet to a point; thence continuing with the center of Goode Road and the Schamp property along a curve to the left having an arc length of 135.40 feet, a radius of 366. 76 feet, a chord bearing of South 63 deg. 40 min. 53 sec. East and a chord length of 134.64 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 75 deg. 26 min. 02 sec. East a distance of 326.76 feet to a 2-1/2 inch long "MAG" nail with a washer stamped "J Payne PLS 3536" set, this survey; thence continuing with the center of Goode Road and the Schamp property South 76 deg. 47 min. 50 sec. East a distance of 710.09 feet to a 2-1 /2 inch long "MAG" nail with a washer stamped "J Payne PLS 3536" set, this survey; thence continuing with the center of Goode Road and the Schamp property south 76 deg. 47 min. 58 sec. East a distance of 620.62 feet to a point; thence with the Danny Cook Jr. property as recorded in Deed Book 645, page 263, South 14 deg. 11 min. 10 sec. West, passing through an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, at a distance of 18.51 feet and continuing with same course an additional 295.16 feet for a total distance of 313.67 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Cook property South 75 deg. 48 min. 41 sec. East a distance of 295.13 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Cook property North 14 deg. 11 min. 29 sec. East, passing through an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, at a distance of 295.16 feet and continuing on same course an additional distance of 13.64 feet for a total distance of 308.80 feet to a point in the center of Goode Road and in the Schamp property line; thence continuing with the center of Goode Road and the Schamp property South 7 4 deg. 36 min. 15 sec. East a distance of 180.96 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 76 deg. 20 min. 24 sec. East a distance of 279.84 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 77 deg. 22 min. 00 sec. East a distance of 236.88 feet to a point; thence continuing with the center of Goode road and the Schamp property along a curve to the right having arc length of 143.40 feet, a radius of 242.63 feet, a chord bearing of South 60 deg. 32 min. 07 sec. East, and a chord length of 141.32 feet to a point in the north line of the J.D. Underwood property as recorded in Deed Book 251, page 349; thence leaving Goode Road and running with the Underwood property South 66 deg. 23 min. 40 sec. West passing through an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" at a distance of 32.01 feet and continuing on same course an additional distance of 3,346.76 feet for a total distance of 3,378.77 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with the Underwood property south 23 deg. 30 min.

58 sec. East a distance of 1,806.49 feet to a steel "T" post found in place in the north line of the Dunning Land Company, LLC property as recorded in Deed Book 642, page 518; thence with the Dunning Land Company LLC property South 77 deg. 43 min. 48 sec. West, passing through a steel "T" post found in place at a distance of 780.41 feet and continuing on same course an additional distance of 296.94 feet for a total distance of 1,077.35 feet to a point in the center of a creek, said point being in the east line of the Glendel Howard Jones and Christina D. Jones property as recorded in Deed Book 472, page 671, said point also being located North 41 deg. 46 min. 34 sec. East a distance of 38.55 feet from an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey at the west base of a 28 inch diameter sycamore tree on the west bank of the creek as a witness corner; thence with the Jones property and the center of the creek the following calls: North 14 deg. 36 min. 59 sec. West 101.71 feet; North 38 deg. 53 min. 13 sec. West 42.06 feet; North 24 deg. 31 min. 42 sec. East 30.73 feet; North 05 deg. 22 min. 54 sec. West 174.13 feet; North 45 deg. 00 min. 10 sec. East 45.98 feet; North 32 deg. 08 min. 21 sec. West 74.70 feet; North 05 deg. 17 min. 10 sec. West 168.91 feet; North 47 deg. 14 min. 50 sec. West 42.65 feet; North 07 deg. 37 min. 56 sec. West 44.81 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; North 55 deg. 31 min. 08 sec. West 238.45 feet; North 25 deg. 12 min. 00 sec. West, 163.83 feet; North 38 deg. 52 min. 08 sec. West 495.02 feet; North 73 deg. 03 min. 47 sec. West 41.37 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; North 50 deg. 50 min. 02 sec. West 393.76 feet to a 1/4 inch by 3 inch steel post founding place at the west base of a 16 inch diameter oak tree and on the south bank of the creek; thence with a separate Jones property as recorded in Deed Book 655, page 549, North 07 deg. 09 min. 28 sec. East a distance of 169.32 feet to an iron pin with survey cap (PLS 1698) found in place at a common corner of the W. Darrel Tipton and Valery S. Tipton property as recorded in Deed Book 556, page 466; thence with the Tipton property North 11 deg. 58 min. 37 sec. East a distance of 116.35 feet to an iron pin with survey cap (PLS 1582) found in place at a common corner of the Sherry Roberts Noel and Jerry L. Noel property as recorded in Deed Book 594, page 341 ; thence with the Noel property North 13 deg. 32 min. 38 sec. East a distance of 612.11 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with the Noel property North 73 deg. 30 min. 33 sec. West a distance of 1,484.96 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, in the center of the Old Greenville Road roadbed; thence with the center of the old roadbed and with Noel and Farmer properties North 23 deg. 20 min. 31 sec. East a distance of 358.20 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence with the Farmer property North 58 deg. 34 min. 55 sec. West passing through a 1-inch diameter iron pipe at the west base of a 40 inch diameter oak snag at a distance of 13.74 feet and continuing on same course an additional distance of 240.82 feet for a total distance of 254.56 feet to the point of beginning, containing 210.24 acres, more or less, as surveyed by Jonathan L. Payne, PLS 3536 in November 2012.

PID: 153-0000033.00 –

Parcel 2:

FIRST TRACT

BEGINNING at a hickory in the North Pyles line; thence North 85 degrees West 160 poles to a post oak in Joseph Meacham's line; thence North 55 degrees West 20 poles to a post oak; thence

North 8 degrees West 54 poles to a black oak; thence North 30 degrees East 22 poles to a black oak and 2 post oaks; thence South 85 degrees East 160 poles to a gum and ash; thence South 17 degrees East 90 poles to a hickory; thence South 64 degrees West 12 poles to the Beginning, containing 100 acres, more or less

SECOND TRACT

BEGINNING at a gum and ash; thence North 5 degrees West 17 poles to a stake; thence North 85 degrees East 28 poles to a black oak; thence South 5 degrees East 40 poles to a stake, two white oaks, 1 spanish oak and hickory and post oak pointers; thence South 85 degrees West 36 poles to a stake in an old field; thence North 7 degrees East 23 poles to the Beginning, containing 7 acres 1 rod 29 poles, more or less.

THIRD TRACT

BEGINNING at a black oak stump, post oak and dogwood pointers, R, Russell's corner; thence North 30 degrees East 129 poles to a black oak supposed to be in McCulloch's line; thence South 88 degrees East 73 poles to a white oak near a branch; thence South 19 1/4 degrees East 135 poles to a black gum and ash near an old field; thence North 85 degrees West 160 poles to the Beginning, containing 93 acres, more or less.

FOURTH TRACT

BEGINNING at a broken top black oak, corner to Underwood and Myers; thence with a fence, a new line, N. 32 W. 101.6 poles to a white oak, a new corner in line between said Underwood and Myers; thence with said lines 16 1/2 E. 98 poles to a stake; thence N. 80 E. 30 poles to the Beginning, containing 9 1/4 acres, more or less.

EXCEPTING

A certain parcel of land that abuts the northern right-of-way line of Goode Road approximately 0.9 mile east of Kentucky Highway 107 in Christian County, Kentucky.

Said parcel being a portion of the Alan C. Schamp property as recorded in Deed Book 533 at Page 71, also, being Lot No. 1 of plat recorded in Plat Cabinet 6, File 276, in the Christian County Court Clerk's office.

Beginning at an iron pin (set, a new division corner, 16.50 feet southeast of the centerline of gravel lane and 20.00 feet north of the centerline of Goode Road; thence leaving Goode Road and forming a new division line through the Alan C. Schamp property, 16.50 feet southeast and parallel to above mentioned gravel lane, N 60° 21' 57" E 310.00 feet to an iron pin (set); thence leaving gravel lane and forming another new division line through the Alan C. Schamp property S 71° 22' 09" E 481.26 feet to an iron pin (set), a common corner with Lot No. 2; thence forming another new division line through the Alan C. Schamp property and being a common boundary with Lot No. 2, S 63° 07' 04" W 255.17 feet to an iron pin (set), being a common corner with Lot No. 2 and located in the northern 40 foot right-of-way line of Goode Road; thence with the northern 40 foot right-of-way line of Goode Road (20 feet from and parallel to existing road centerline) N 76° 54' 09" W 511.19 feet to the point of beginning.

Containing 2.240 acres as surveyed by Pro Line Surveys on April 10, 1998.

ALSO EXCEPTING:

A certain parcel of land that abuts the northern right-of-way line of Goode Road approximately 1.0 mile east of Kentucky Highway 107 in Christian county, Kentucky.

Said parcel 1 being a portion of the Alan C. Schamp property as recorded in Deed Book 533 at Page 71, also, being Lot No. 2 of a plat recorded in Plat Cabinet 6, File 276, in the Christian County Court Clerk's office.

BEGINNING at an iron pin (set) in the northern 40 foot right-of-way line of Goode Road, a common corner with Timothy J. Goode; thence with the northern 40 foot right-of-way line of Good Road (20 feet from and parallel to existing road centerline) in a curve to the left the following (2) two chord courses and distances: N 46°50'47" W 62.51 feet to an iron pin (set); thence N 55°55'29" W 63.87 feet to an iron pin (set), a common corner with Lot No. 1; thence leaving Goode Road and forming a new division line through the Alan C. Schamp property and being a common boundary with Lot No. 1 N 63°07'04" E 255.17 feet to an iron pin (set), a common corner with Lot No. 1; thence forming another new division line through the Alan C. Schamp property S 55°02'49" E 208.92 feet to an iron pin (set) in the property line of Timothy J. Goode: thence with Timothy J. Goode and being approximately with an old existing fence lines 72°56'46" W 327.50 feet to the point of beginning.

Containing 0.828 acres as surveyed by Pro Line Surveys on April 10, 1998.

PID: 153-0000041.00

EXHIBIT D

Solar Energy Ground Lease and Easement Agreement

[Attached]

SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT

This SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT (“**Lease**”) is made on _____, 20__ (“**Effective Date**”) by and between **Alan Craig Schamp**, an unmarried individual (“**Landowner**”) and **Oriden, LLC**, a Delaware limited liability company, and its successors, assigns or sublessees (“**Lessee**”).

BASIC LEASE TERMS

Landowner:	Alan Craig Schamp , an unmarried individual
Landowner’s Address:	7400 Goode Road Hopkinsville, KY 42240-8218
Lessee:	Oriden, LLC , a Delaware limited liability company
Lessee’s Address:	Oriden, LLC. 106 Isabella Street, Suite 400 Pittsburgh, PA 15212
Property:	Approximately 414.00 acres as more particularly described in <u>Exhibit A</u> attached hereto.
Premises:	That portion of the Property leased by Lessee hereunder, as more particularly described on <u>Exhibit B</u> attached hereto, for the development, operation and maintenance of the Project.
Project(s):	Lessee’s solar energy project(s) comprised of Solar Facilities (defined below), all or a portion of which may be located on the Premises.
Construction Date:	The Construction Date is the date when construction of Solar Facilities commences in connection with the Project, regardless of whether construction has commenced on the Premises.
Construction Period:	The Construction Period commences on the Construction Date and expires on the earlier of (i) the second (2 nd) anniversary of the Construction Date, (ii) the date on which Lessee gives Landowner a Termination Notice, or (iii) the Commercial Operation Date.
Commercial Operation Date:	The Commercial Operation Date is the date of the first commercial deliveries of electrical energy to the local utility

	grid from the Project. Lessee may, but shall have no obligation to, provide a notice of the Commercial Operation Date, and may record such notice against the Premises.
Lease Term:	If the Lessee has not given a Termination Notice prior to the expiration of the Construction Period, the Lease Term shall commence on the Effective Date and expire at 11:59 p.m. on the thirtieth (30th) anniversary of the December 31 immediately following the Commercial Operation Date.
Renewal Terms:	Lessee shall have the right, at its option, to extend the Lease Term for two (2) additional periods of ten (10) years.
Annual Rent:	Commencing on the Construction Date and continuing throughout the Lease Term, and any Renewal Terms, Lessee will pay to Landowner [REDACTED] per acre of the Premises with a [REDACTED] annual escalator.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of each party contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landowner and Lessee hereby agree as follows:

ARTICLE I.

Premises; Use; Easements

Section 1.1 Lease of Premises for Solar Energy Purposes.

Landowner leases the Premises to Lessee, and Lessee leases the Premises from Landowner for the purpose of developing, constructing, installing, using, maintaining, operating, replacing, relocating and removing all or any portion of the Project, including but not limited to monitoring, testing (including without limitation, environmental, archaeological and geotechnical test and studies) and evaluating the Premises for solar energy generation; activities related to the production of solar energy including solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Lessee’s use of the Premises shall include the right to create noise, electric and magnetic fields, and impacts to the view of and from the Property. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use any portion of the Property for Solar Energy Purposes. The term “**Solar Energy Purposes**” means converting solar energy into electrical energy or collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 1.2 No Required Construction or Production.

Lessee makes no representations or warranties to Landowner regarding the likelihood of success of development or power generation from the Premises. Nothing contained in this Lease shall be construed as requiring Lessee (i) to undertake construction or installation or to alter or remove any Project on the Premises or elsewhere, except for removal of all Solar Facilities upon the expiration, surrender or earlier termination of this Lease as provided herein; (ii) to continue operation of any Solar Facilities from time to time located on the Premises or elsewhere; (iii) to generate or sell any minimum or maximum amount of electrical energy from the Premises; and the decision if, when and to what extent that such construction and generation will occur shall be solely in Lessee's discretion. Landowner acknowledges that Lessee has made no representations or warranties to Landowner, including any regarding development of, or the likelihood of power generation from, the Premises.

Section 1.3 Use.

Lessee shall use the Premises only for Solar Energy Purposes and any lawful purposes reasonably related thereto.

Section 1.4 Siting.

Lessee and Landowner acknowledge that the Site Plan may not reflect the final location of the Project, and Lessee agrees to consult with Landowner prior to finalizing the Project design and layout. Landowner and Lessee agree to replace **Exhibit B** with the final Site Plan once agreed to between Landowner and Lessee, at which time the Premises shall be the location set forth on such final Site Plan; provided, however, that Lessee shall make all such final siting decisions in Lessee's sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the Term (as defined below) of this Lease.

Section 1.5 Easements.

(a) **Access Easement.** Landowner hereby grants to Lessee, for the Term, an easement on, over, under, upon and across and on the Property for ingress to and egress from Solar Facilities whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the "**Access Easement**"). Lessee shall have the right to improve, maintain, replace and repair existing roads and lanes, or to build new roads, shall run with and bind the Property for the benefit of the Premises, and shall inure to the benefit of and be binding upon Landowner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(b) **Solar Easement.** Landowner hereby grants and conveys to Lessee, for the Term, an easement (the "**Solar Easement**") on, over and across the Property, for the benefit of the Premises, for direct sunlight to any solar panels installed on the Premises ("**Solar Access**"). As grantee under the Solar Easement, Lessee shall have the right to trim, cut down and remove any trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which obstruct Solar Access or otherwise interfere with or endanger the Project. For the avoidance of doubt, Landowner shall not be allowed to construct or

permit the construction of any improvements on the property that would impede Solar Access to the Project.

(c) **Utility Easement.** Landowner hereby grants and conveys to Lessee, for the Term, a non-exclusive access and utility easement (the “**Utility Easement**,” and together with the Access Easement and Solar Easement, the “**Easements**”), for the benefit of the Premises, (i) on, over and across the Property for the purpose of accessing any such systems or utility lines for the purpose of repair or maintenance; (ii) on, over, under and across those portions of the Property identified on the Site Plan for the purpose of constructing, reconstructing, replacing, removing, maintaining, operating and using from time to time a system of underground electrical lines and/or above-ground poles and such wires and cables as from time to time are suspended therefrom, together with all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said poles, wires, cables and lines; and (iii) on, over and across any portion of the Property reasonably necessary for the purpose of erecting, constructing, installing, replacing, repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining electrical lines any and all utilities (including water, wastewater, storm water detention, drainage, electric, telephone, gas, cable television, and electronic data transmission services), together with all lines, pipes, conduits and other equipment, improvements and appurtenances used in the supply and provision of such utilities; provided that the location of any such electrical lines and utilities shall not unreasonably interfere with Landowner’s use and operation of the Property.

(d) **Separate and Additional Easements.** Upon the request of Lessee at any time and from time to time during the Term, Landowner shall deliver to Lessee, duly executed and in recordable form, (A) stand-alone versions and/or Landowner’s countersignature on and/or consent to any subeasements granted by Lessee to a third party, and (B) Lessee shall deliver to Lessee a subeasement of any easement that has been granted to Landowner (a “**Landowner Easement**”) to the extent Landowner has the right to grant same under such Landowner Easement. Additionally, if at any time during the Term, commercial operation of the Project reasonably requires /additional easements on the Property in favor of third parties, including but not limited to any independent system operator with jurisdiction over the system in which the applicable Project operates, the transmission system owner or operator to whose transmission lines any Project interconnects, the phone or other communications provider, or the off-taker to whom output from any Project is to be sold, Landowner shall upon request of Lessee or such third party grant such easement in such location or locations as such party may reasonable request for a reasonable fee agreed to by Landowner and Lessee or such third party.

(e) **Running with the Land.** The burdens of the Easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property, binding upon and against Landowner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors and assigns.

(f) **Landowner Rights.**

(i) Landowner may not use the Property in a manner inconsistent with Lessee’s use of any access roads or any of the Easements granted herein;

(ii) Any such use of the Property by Landowner shall not include solar energy development or the installation of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Lessee in this Lease);

(iii) Landowner shall not enter into any easements, leases or other agreements with respect to the Premises (or the Property, to the extent it affects any rights of Lessee hereunder) after the Effective Date without the prior written approval of Lessee, which approval may not be unreasonably withheld, conditioned or delayed ; any such easements, leases or agreements which Lessee approves shall expressly provide that they are subject to and subordinate in all respects to this Lease and to the rights and obligations of Landowner and any assignee hereunder;

(iv) Landowner shall, at Landowner's sole cost and expense, have the express right to farm or perform other agricultural, grazing or other operations, and any other third party use or operation on the Premises during the period Construction Period; provided that all such rights to use, operate or otherwise possess the Premises shall terminate and cease no later than the Construction Date, and for the avoidance of doubt, Landowner shall not have the right to use the Premises for any reason during the Term except as expressly authorized herein.

(g) **Reduction of Premises.** Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation and/or operation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee's sole discretion. Upon Lessee's exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

(h) **Division into Separate Leases.** Lessee may use the Premises for one or more Projects on the Premises and designate such Projects in its sole discretion. If Lessee elects to divide the Premises into multiple Projects, Landowner shall, within twenty (20) days after written request from Lessee, and without demanding any additional consideration, cooperate with Lessee in bifurcating this Lease by entering into and delivering to Lessee two or more new leases (which shall supersede and replace this Lease) that provide Lessee with separate leasehold estates in different portions of the Premises, as designated by Lessee. Each of such new leases shall: (a) specify the portion(s) of the Premises to be covered thereby, (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Lessee prior to the execution of such new leases, and except for any modifications that may be required to ensure that each party's combined obligations under such new leases do not exceed such party's obligations under this Lease) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term; and (d) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landowner. Further, notwithstanding any other provision of this Lease, in the event of any uncured default under any such new lease, such default shall not affect, or cause a termination of, any other such new lease or any rights or interests granted under any other such new lease.

Section 1.6 Landowner's Rights. Subject to the Easements, Landowner retains the full right to use the portion of the Property not included within the Premises; provided that:

(a) Landowner may not use the Property in a manner inconsistent with Lessee's use of any access roads or any of the Easements (hereinafter defined) granted herein;

(b) Any such use of the Property by Landowner shall not include solar energy development or the installation of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Lessee in this Lease); and

(c) Landowner shall not enter into any easements, leases or other agreements with respect to the Premises (or the Property, to the extent it affects any rights of Lessee hereunder) during the Term without the prior written approval of Lessee; provided that Landowner may grant a mortgage or deed to secure debt encumbering the Property, including the Premises, so long as Landowner obtains a non-disturbance agreement in form and substance reasonably satisfactory to Lessee stating that the lender shall not disturb the quiet possession of the Premises by Lessee pursuant to the terms of this Lease.

Section 1.7 Landowner Improvements. Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the "**Existing Homestead**"), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an "**Improvement**") located on the Property outside of the Existing Homestead. Landowner may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Landowner has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Landowner may replace any structure or improvement located in the Property as of the Effective Date (the "**Original Structure or Improvement**") with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the "**New Structure or Improvement**"), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Landowner would like a variance of the preceding requirements, Landowner may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee's sole discretion

ARTICLE II.

Term

Section 2.1 Term.

(a) **Term.** Lessee's rights under the Lease commence on the Effective Date and continue through the Renewal Terms, if any, unless earlier terminated pursuant to the terms hereof (the "**Term**").

(b) **Option Exercised.** Landowner and Lessee hereby acknowledge and agree that Landowner previously granted to Lessee an option for this Lease ("**Option**"), that Lessee has timely exercised the Option and Landowner has received all of the payments due to Landowner under the Option agreement.

(c) **Renewal Term(s).** Lessee shall have the right, at its option, to extend the Lease Term for the Renewal Terms (each, a “**Renewal Term**”). To exercise an option to extend the Lease Term for a Renewal Term, Lessee must deliver a written extension notice to Landowner prior to the expiration of the Lease Term or the Renewal Term, as applicable. Lessee must deliver the written notice. The Lease Term shall continue during each Renewal Term on the same terms and conditions applicable during the Lease Term, except as specifically provided herein. If Lessee fails to effectively exercise an option to renew the Lease Term, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Lease Term hereof.

Section 2.2 Termination of the Lease.

Lessee may terminate this Lease with respect to all or a portion of the Premises at any time and for any reason by giving Landowner a notice of termination (“**Termination Notice**”) at least thirty (30) days in advance. Lessee shall pay to Landowner any and all payments due pursuant to this Lease through the thirtieth (30th) day after Landowner’s receipt of the Termination Notice.

Section 2.3 Part of a Larger Project.

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee’s use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III. Payments and Taxes

Section 3.1 Annual Rent.

Within forty-five (45) days after the Commercial Operation Date, and by February 15th of each subsequent year of the Lease Term and any Renewal Term, Lessee shall pay Landowner the sum of [REDACTED] with a [REDACTED] annual escalator multiplied by the acreage of the Premises (prorated for any partial acres within the Premises, rounded to the nearest hundredth of an acre) as rent for the Premises (the “**Annual Rent**”). The Annual Rent payment for the first and last years of the Lease Term, if less than a full calendar year, shall be prorated based on the number of days remaining in such calendar year.

Section 3.2 Taxes, Assessments and Utilities.

(a) **Real Property Taxes.** Landowner shall pay, when due, all real property taxes and assessments levied against the Property and all personal property taxes and assessments levied against any property and improvements owned by Landowner and located on the Property. Subject to Section 3.2 (c), if Landowner shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Rent otherwise due to Landowner from Lessee.

In the event that the local governmental authority requires that the Premises be a separate tax parcel, any cost incurred in connection with the creation of such separate tax parcel shall be shared equally between the parties.

(b) **Personal Property Taxes.** Lessee shall pay all personal property taxes and assessments levied against the Project when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of the installation of the Project on the Premises, including any reclassification of the Premises (which may trigger the assessment of rollback taxes or an increase in the assessment ratio applicable to the Premises), Lessee shall pay or reimburse Landowner an amount equal to the rollback tax plus the increased tax within thirty (30) days after Landowner provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes.

(c) **Permitted Contests.** Either party, including the Lessee in Landowner's name, shall have the right to contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has (i) paid the obligation in question, or (ii) so long as the contest has the effect of preventing the collection of tax, assessment or charge and the sale or foreclosure of any lien for such tax, assessment or charge, established adequate reserves to pay the obligation in the event of an adverse determination.

(d) **Utilities.** Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Project or Lessee on the Premises.

Section 3.3 Property Damage.

In the event the Property is damaged by Lessee or its contractors, licensees or other invitees in the course of the construction of the Project, ordinary wear and tear excluded, Lessee shall, at Lessee's sole option, either repair any such property damage or reimburse Landowner for Landowner's actual out-of-pocket costs for repairing such damage within thirty (30) days after Lessee's receipt of invoices evidencing such costs.

Section 3.4 Severance of Lease Payments.

Landowner acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to either (a) assign payments due to Landowner under the Lease to a third party without the consent of Lessee or (b) reserve the right to receive payments due to Landowner under the Lease in the event the Premises is transferred to a third party. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction.

(a) The parties anticipate and acknowledge that Landowner or Landowner's renters may suffer damage to crops, fences, and other property or improvements on the Premises

during Lessee's development of Solar Facilities on the Premises. Lessee shall reimburse Landowner for any such damages within thirty (30) days after determining the extent of damage. Notwithstanding any provision herein to the contrary, Landowner acknowledges and agrees that it shall not be allowed to grow crops on the Premises or allow others to grow crops on the Premises (whether pursuant to a lease or other occupancy agreement) during a calendar year if, by December 1st prior to such calendar year when the growing of crops is disallowed, Lessee provides Landowner with written notice stating that Lessee intends to construct the Project in the following year ("**Construction Notice**"). In no event will Lessee have any obligation to pay Crop Damages (as defined in subsection (b) below) for any damage to crops caused by Lessee's activities on the Premises after the date of the Construction Notice.

(b) Crop damages will be calculated by the following formula: Price x Yield x Percentage of Damage x Acreage = "**Crop Damages**". Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the immediately previous two (2) years' yields of the same crop as the damaged crop, according to Landowner's records, as received from and certified by Landowner, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Landowner's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Landowner does not have yield records available, the Landowner will use FSA records for the county in which the Premises is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Landowner or Landowner's renters any loss of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV.

Covenants, Representations and Warranties

Section 4.1 **Covenants of Lessee.** Lessee hereby covenants and agrees as follows:

(a) **Mechanic's Liens.** Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee causes the lien to be discharged of record or bonded over within forty-five (45) days after Lessee receives written notice of the filing thereof. Lessee agrees to provide for ultimate removal before it affects Landowner's rights on the Premises.

(b) **Permits and Laws.** Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such

activities (collectively, “**Legal Requirements**”). Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises or the Project of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Landowner unless Landowner has specifically agreed to join the action. Landowner agrees not to unreasonably withhold its agreement to join such action. If Landowner agrees to join the action, Landowner shall cooperate in every reasonable way in such contest, provided Lessee reimburses Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

(c) **Lessee’s Improvements.**

(i) After the construction of the Project, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Project to substantially the same condition that such portions of the Premises were in prior to the construction of the Project. At its sole discretion, Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, fencing, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee (with the exception of road improvements made to the areas subject to the Access Easement) pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this **Error! Reference source not found.**

(ii) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be relocated, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee’s Solar Facilities in good condition and repair, ordinary wear and tear and damage from casualty excepted.

(d) **Removal of the Project.**

If Lessee fails to remove any of the Solar Facilities, with the exception of roads and ground level pads, on the Property within twelve (12) months after the date the Term expires or the Lease terminates, such Solar Facilities shall be considered abandoned by Lessee and Landowner may either: (i) remove the remaining Solar Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Lessee; or (ii) consider the Solar Facilities abandoned, at which time the remaining Solar Facilities shall become the property of Landowner. If Lessee fails to remove any of the Solar Facilities as required, and Landowner elects to remove such Solar Facilities at Landowner’s expense, Lessee shall reimburse Landowner for all reasonable out-of-pocket costs of removing those Solar Facilities, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner accompanied by reasonable supporting documentation, which amount may be drawn from the Removal Security (defined below).

On the fifteenth (15th) anniversary of the Commercial Operation Date and for the remainder of the Term, Lessee shall provide either a surety bond or escrow funds (the “**Removal Security**”) to secure Lessee’s obligations under this Section 4.3, which Removal Security shall be in the name of Landowner and/or the applicable governmental authority. Lessee shall provide Landowner written notice upon the establishment of such Removal Security, which notice shall identify the location, instructions on how to draw and amount of the Removal Security. The Removal Security shall be equal to the lesser of (i) the estimated amount, if any (the “**Net Removal Costs**”), by which the cost of removing the Solar Facilities exceeds the salvage value of such Solar Facilities, which Net Removal Costs shall be determined as set forth below; or (ii) if applicable governmental rules or permits for the Solar Facilities require the posting of security for removal of such Solar Facilities, the amount of necessary to satisfy the requirements of such governmental rules or permits. To the extent that the Net Removal Costs are zero (or negative), Lessee shall not be required to provide the Removal Security; provided, however, that Lessee shall re-evaluate the need for and amount of the Removal Security annually after the fifteenth (15th) anniversary of the Commercial Operation Date. Net Removal Costs shall be determined by the parties hereto acting in good faith. If the parties cannot agree upon the Net Removal Costs within sixty (60) days of their first attempt to do so, then the Net Removal Costs shall be determined by an independent engineer mutually selected by the parties, at Lessee’s expense.

(e) **Insurance.** Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee’s activities on the Premises at all times during the Term, including comprehensive general liability insurance with a minimum combined occurrence and annual limitation of _____ (\$ _____) for the period commencing on the Effective Date and continuing through the Construction Period and _____ (\$ _____) for the period commencing upon the expiration of the Construction Period and the earlier of the date the Solar Facilities are fully removed from the Property after the expiration or earlier termination of the Term or twelve (12) months following the expiration or earlier termination of the Term. Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well. Any such policies shall name Landowner as an additional insured and shall provide for thirty (30) days prior written notice to Landowner of any cancellation or material change. Lessee shall provide Landowner with copies of certificates of insurance evidencing this coverage upon request by Landowner. Policies shall provide coverage for any costs of defense or related fees incurred by Landowner. Lessee shall reimburse Landowner for any increase in Landowner’s insurance premiums relating to the Premises, but only to the extent that such increase is directly and exclusively caused by the installation of the Solar Facilities or Lessee’s operations on the Premises.

(f) **Essential Services.** Subject to Lessee’s exclusive rights in Section 1.1, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities

Section 4.2 Covenants of Landowner.

(a) **Title and Authority.** Except to the extent otherwise stated in this Lease, Landowner is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Landowner has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (i) those currently of record in the county where the Property are located, or (ii) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Landowner shall, at Landowner's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Landowner to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Landowner, this Lease constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.

(b) **Cooperation to Eliminate Lien Interference and Approvals.** Landowner shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Landowner's title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder or property owner with any rights or interests superior to those granted to Lessee under this Lease. Landowner, at no cost or expense to Landowner, shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities, including without limitation any permit, approval or covenant required by the Kentucky Energy and Environment Cabinet. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Landowner hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of Solar Facilities on the Property and/or Projects related thereto. Landowner shall also .

(c) **Quiet Enjoyment.** As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Landowner or any person claiming through Landowner. Landowner's activities on the Premises and any grant of rights Landowner makes to any other person with respect to the Premises shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, including the Easements.

(d) **Operation of the Solar Facilities.** Landowner acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property and will cause or emit electromagnetic and frequency interference. Landowner covenants and agrees that the Landowner shall not assert that the Solar Facilities constitute a nuisance.

(e) **Maintenance of the Premises.** Landowner will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Landowner will maintain all other roads or trails on the Premises.

(f) **Hazardous Materials.** Landowner shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Landowner's operations, any substance which is defined as a "hazardous substance," "hazardous material," or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Landowner represents to Lessee that Landowner has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify, defend and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE V.

Assignment; Encumbrance; Continuing Nature

Section 5.1 Right to Assign/Transfer.

Lessee may at any time sell, convey, assign, sublet or otherwise transfer the whole or any portion or portions of its interests in and to this Lease, the Premises and/or the Solar Facilities and any related facilities, including, without limitation, through the grant of equal or subordinate rights and interests such as co-leases, separate leases, co-easements, separate easements, sub-easements, licenses or similar rights to one or more persons or entities, in each case without Landowner's consent (any such sale, assignment, or other transfer, hereinafter a "**Transfer**" and the interests conveyed by such Transfer, hereinafter the "**Transferred Interests**"). Following such Transfer, the term "**Lessee**" shall be deemed to include each entity then holding any Transferred Interest (each, a "**Transferee**") and Landowner shall recognize such Transferee as Lessee's legal successor with respect to such Transferred Interest. Furthermore, upon a Transfer, (i) the transferee shall have all of the rights, benefits, and obligations of Lessee under and pursuant to this Lease with respect to such Transferred Interest; and (ii) Lessee shall be relieved of all of its duties and obligations under this Lease relating to the Transferred Interests accruing after the effective date of such Transfer. No transferee, by virtue of Lessee's Transfer to it, shall acquire any greater interest in the Transferred Interests than Lessee shall have had prior to such Transfer.

Section 5.2 Right to Encumber.

Lessee may at any time mortgage all or any part of its interest in and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in and rights under this Lease to one or more entities (each, a "**Lender**" and collectively, "**Lenders**"). The rights of any and all such Lender(s) are set forth on Exhibit C attached hereto and made a part hereof. No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

Section 5.3 Continuing Nature of Obligations.

The burdens of the Easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

**ARTICLE VI.
Condemnation**

Section 6.1 Effect of Condemnation.

If eminent domain proceedings are commenced against all or any portion of the Premises or the Easements, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Property, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 6.2 Condemnation Proceeds.

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Landowner, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 6.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 6.2.

**ARTICLE VII.
Default/Termination**

Section 7.1 Events of Default.

(a) Each of the following shall constitute an "**Event of Default**" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity.

(i) Any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for forty-five (45) days after written notice ("**Notice of Default**") from Landowner;

(ii) Any other breach of this Lease by either party which continues for forty-five (45) days after Notice of Default from the non-defaulting party or, if the cure will take longer than forty-five (45), the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 7.2 Surrender.

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Landowner in good order and condition, reasonable wear and tear excepted, including without limitation, the removal of the Project and all improvements, structures, facilities, personal property, furniture, fixtures and equipment located on the Premises (but not including any driveways, ground level pads or foundations) (all such items or structures being individually and collectively, the “**Improvements**”). Lessee shall have the right and license to enter upon the Site to deconstruct and remove the Improvements from the Site within one hundred and eighty (180) days after the expiration or earlier termination of this Lease. The provisions of this **Error! Reference source not found.** shall survive any termination or expiration of the leasehold interest granted to Lessee hereunder, and the insurance and indemnification obligations of Lessee shall continue in full force and effect until the Improvements are removed from the Premises and all resultant injuries to the Site (but not including any driveways, ground level pads, or foundations) are remedied (reasonable wear and tear excepted).

Section 7.3 Remedies.

Landowner acknowledges and agrees that should Landowner breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Landowner agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Landowner agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE VIII. Indemnity

Each party agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Landowner, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

ARTICLE IX. Miscellaneous

Section 9.1 Notice.

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Landowner: Attn:
 Alan C. Schamp
 7400 Goode Road
 Hopkinsville, KY 42240-8218

To Lessee: Attn:
 Oriden, LLC
 106 Isabella St., Suite 400
 Pittsburgh, PA 15212

With a copy to: Attn:

Section 9.2 Relationship of the Parties; No Third-Party Beneficiaries.

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Landowner and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Landowner and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement.

It is mutually understood and agreed that this Lease constitutes the entire agreement between Landowner and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or

written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) **Governing Law.** This Lease is made in Kentucky and shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of law principles. If a dispute arises out of or related to the Lease, and if said dispute cannot be resolved through negotiations, the parties agree first to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to litigation. Any mediation or litigation shall take place in the County and State in which the Project is located. Each party shall have all rights and remedies available at law or equity.

(b) **Punitive Damages.** Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Landowner and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

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

Section 9.5 Cooperation.

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Landowner re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Landowner shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Landowner agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver.

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Landowner hereunder, Lessee shall offset the amount of such overpayments to Landowner against future payments due to Landowner from Lessee hereunder.

Section 9.7 Force Majeure.

Neither Landowner nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.

Section 9.8 Confidentiality.

Landowner and Lessee shall maintain in confidence all confidential and proprietary information of the other party, including without limitation, the terms and conditions of this Lease, the payments to be made hereunder, Lessee's product design, wildlife survey data, methods of operation, methods of construction, meteorological data, and the like. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits.

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Landowner's option, Landowner and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability.

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts.

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease.

Landowner and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee, as set forth on **Exhibit D** attached hereto. Landowner hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Landowner, Lessee agrees to provide a recordable acknowledgement of such termination to Landowner.

Section 9.13 Multiple Owners.

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Landowner any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Landowner in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Landowner. At Lessee's election such payment may be by joint check or checks payable to the Landowner parties known to Lessee. The parties comprising Landowner shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Landowner hereby irrevocably directs and authorizes Lessee to make all payments payable to Landowner under this Lease and to provide all notices to Landowner under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Landowner, or to such other single person that all parties comprising Landowner shall direct by written notice to Lessee. The parties comprising Landowner shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Landowner shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Landowner under this Lease or the performance of any obligation owed to Landowner under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Landowner under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Landowner agree on pursuing such right or remedy and so notify Lessee in writing.

[Signatures on following pages]

**SIGNATURE PAGE TO SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LANDOWNER: **Alan Craig Schamp**, an unmarried individual

By: _____
Name: Alan C. Schamp
Title: Owner

**SIGNATURE PAGE TO SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LESSEE:

Oriden, LLC, a Delaware limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel 1:

BEING a tract of land located approx. 7.7 miles northeast of the City of Hopkinsville, and in the Community of Dogwood in Christian County, Kentucky, and being on the east side of Kentucky highway 107 (Greenville Rd.) and being on the south side of Goode Road with a more particular description as follows:

BEGINNING at a stone found in place beside of a 3/4 inch diameter iron pipe, said point being in the west right of way of Highway 107, as recorded to the Commonwealth of Kentucky in Deed Book 177, page 378, and approx. 35 feet east of the physical centerline of said highway, also being the northwest corner of the Durwood C. Farmer and Shirley S. Farmer property as recorded in Deed Book 513, page 558, and being located south 76 deg. 28 min. 11 sec. West a distance of 76.66 feet from the center of the east end of a culvert under Highway 107; thence with said right of way of Highway 107, North 43 deg. 29 min. 13 sec. East a distance of 385.74 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with said right of way along a curve to the left having an arc length of 609.30 feet, a radius of 3,930.51 feet, a chord bearing of North 39 deg. 00 min. 27 sec. East and a chord length of 608.69 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, said point being in the intersection of the east right of way of Highway 107 and the centerline of the Old Greenville road (now abandoned), also being a common corner with the Alan C. Schamp and Susan Frazier Schamp property as recorded in Deed Book 588, page 195; thence with the old roadbed and the Schamp property south 16 deg. 24 min. 25 sec. West a distance of 98.08 feet to a point; thence continuing with the old roadbed and the Schamp property South 22 deg. 03 min. 46 sec. West a distance of 166.84 feet to a point; thence continuing with the old roadbed and the Schamp property South 26 deg. 36 min. 06 sec. West a distance of 197.43 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set this survey; thence leaving the old roadbed and continuing with the Schamp property South 75 deg. 39 min. 32 sec. East, passing through an iron pin with survey cap (PLS 2096) found in place at 15.90 feet and continuing on same call an additional 341.18 feet for a total distance of 357.08 feet to an iron pin with survey cap (PLS 2096) found in place, said point being a common corner of the herein described property, the Schamp property and the Douglas W. Kirkman and Krystal Kirkman property as recorded in Deed Book 652, page 306; thence with the Kirkman property South 75 deg. 58 min. 33 sec. East a distance of 932.10 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Kirkman property North 13 deg. 58 min. 54 sec. East a distance of 862.54 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with the Kirkman property South 74 deg. 38 min. 49 sec. East, passing an iron pin with survey cap (PLS 2096) found in place marking the corner of a separate Kirkman property as recorded in Deed Book 602, page 537, at a distance of 124.12 feet and continuing on same course an additional distance of 589.22 feet for a total distance of 713.34 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with Kirkman property North 22 deg. 35 min. 26 sec. East a distance of 204.66 feet to an iron pin with survey cap (PLS 2096 2096) found in place marking the corner of a separate

Kirkman property as recorded in Deed Book 602, page 537, at a distance of 124.12 feet and continuing on same course an additional distance of 589.22 feet for a total distance of 713.34 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with Kirkman property North 22 deg. 35 min. 26 sec. East a distance of 204.66 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Kirkman property South 66 deg. 26 min. 45 sec. East, passing through an iron pin with survey cap (PLS 2096) found in place at a distance of 54.70 feet and continuing on same course an additional 43.87 feet for a total distance of 98.57 feet to a point in the center of Goode Road, said point being in the line of the Alan C. Schamp and Susan F. Schamp property as recorded in Deed Book 533, page 071; thence with the center of Goode Road and the Schamp property along a curve to the left having an arc length of 76.22 feet, a radius of 209.33 feet, a chord bearing of South 37 deg. 41 min. 14 sec. East and a chord length of 75.80 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 48 deg. 07 min. 05 sec. East a distance of 170.23 feet to a point; thence continuing with the center of Goode Road and the Schamp property along a curve to the left having an arc length of 135.40 feet, a radius of 366.76 feet, a chord bearing of South 63 deg. 40 min. 53 sec. East and a chord length of 134.64 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 75 deg. 26 min. 02 sec. East a distance of 326.76 feet to a 2-1/2 inch long "MAG" nail with a washer stamped "J Payne PLS 3536" set, this survey; thence continuing with the center of Goode Road and the Schamp property South 76 deg. 47 min. 50 sec. East a distance of 710.09 feet to a 2-1/2 inch long "MAG" nail with a washer stamped "J Payne PLS 3536" set, this survey; thence continuing with the center of Goode Road and the Schamp property south 76 deg. 47 min. 58 sec. East a distance of 620.62 feet to a point; thence with the Danny Cook Jr. property as recorded in Deed Book 645, page 263, South 14 deg. 11 min. 10 sec. West, passing through an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, at a distance of 18.51 feet and continuing with same course an additional 295.16 feet for a total distance of 313.67 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Cook property South 75 deg. 48 min. 41 sec. East a distance of 295.13 feet to an iron pin with survey cap (PLS 2096) found in place; thence continuing with the Cook property North 14 deg. 11 min. 29 sec. East, passing through an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, at a distance of 295.16 feet and continuing on same course an additional distance of 13.64 feet for a total distance of 308.80 feet to a point in the center of Goode Road and in the Schamp property line; thence continuing with the center of Goode Road and the Schamp property South 74 deg. 36 min. 15 sec. East a distance of 180.96 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 76 deg. 20 min. 24 sec. East a distance of 279.84 feet to a point; thence continuing with the center of Goode Road and the Schamp property South 77 deg. 22 min. 00 sec. East a distance of 236.88 feet to a point; thence continuing with the center of Goode road and the Schamp property along a curve to the right having arc length of 143.40 feet, a radius of 242.63 feet, a chord bearing of South 60 deg. 32 min. 07 sec. East, and a chord length of 141.32 feet to a point in the north line of the J.D. Underwood property as recorded in Deed Book 251, page 349; thence leaving Goode Road and running with the Underwood property South 66 deg. 23 min. 40 sec. West passing through an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" at a distance of 32.01 feet and continuing on same course an additional distance of 3,346.76 feet for a total distance of 3,378.77 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with the Underwood property south 23 deg. 30 min. 58 sec. East a distance of 1,806.49 feet to a steel "T"

post found in place in the north line of the Dunning Land Company, LLC property as recorded in Deed Book 642, page 518; thence with the Dunning Land Company LLC property South 77 deg. 43 min. 48 sec. West, passing through a steel "T" post found in place at a distance of 780.41 feet and continuing on same course an additional distance of 296.94 feet for a total distance of 1,077.35 feet to a point in the center of a creek, said point being in the east line of the Glendel Howard Jones and Christina D. Jones property as recorded in Deed Book 472, page 671, said point also being located North 41 deg. 46 min. 34 sec. East a distance of 38.55 feet from an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey at the west base of a 28 inch diameter sycamore tree on the west bank of the creek as a witness corner; thence with the Jones property and the center of the creek the following calls: North 14 deg. 36 min. 59 sec. West 101.71 feet; North 38 deg. 53 min. 13 sec. West 42.06 feet; North 24 deg. 31 min. 42 sec. East 30.73 feet; North 05 deg. 22 min. 54 sec. West 174.13 feet; North 45 deg. 00 min. 10 sec. East 45.98 feet; North 32 deg. 08 min. 21 sec. West 74.70 feet; North 05 deg. 17 min. 10 sec. West 168.91 feet; North 47 deg. 14 min. 50 sec. West 42.65 feet; North 07 deg. 37 min. 56 sec. West 44.81 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; North 55 deg. 31 min. 08 sec. West 238.45 feet; North 25 deg. 12 min. 00 sec. West, 163.83 feet; North 38 deg. 52 min. 08 sec. West 495.02 feet; North 73 deg. 03 min. 47 sec. West 41.37 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; North 50 deg. 50 min. 02 sec. West 393.76 feet to a 1/4 inch by 3 inch steel post founding place at the west base of a 16 inch diameter oak tree and on the south bank of the creek; thence with a separate Jones property as recorded in Deed Book 655, page 549, North 07 deg. 09 min. 28 sec. East a distance of 169.32 feet to an iron pin with survey cap (PLS 1698) found in place at a common corner of the W. Darrel Tipton and Valery S. Tipton property as recorded in Deed Book 556, page 466; thence with the Tipton property North 11 deg. 58 min. 37 sec. East a distance of 116.35 feet to an iron pin with survey cap (PLS 1582) found in place at a common corner of the Sherry Roberts Noel and Jerry L. Noel property as recorded in Deed Book 594, page 341; thence with the Noel property North 13 deg. 32 min. 38 sec. East a distance of 612.11 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence continuing with the Noel property North 73 deg. 30 min. 33 sec. West a distance of 1,484.96 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey, in the center of the Old Greenville Road roadbed; thence with the center of the old roadbed and with Noel and Farmer properties North 23 deg. 20 min. 31 sec. East a distance of 358.20 feet to an 18 inch long #4 rebar with survey cap stamped "J Payne PLS 3536" set, this survey; thence with the Farmer property North 58 deg. 34 min. 55 sec. West passing through a 1-inch diameter iron pipe at the west base of a 40 inch diameter oak snag at a distance of 13.74 feet and continuing on same course an additional distance of 240.82 feet for a total distance of 254.56 feet to the point of beginning, containing 210.24 acres, more or less, as surveyed by Jonathan L. Payne, PLS 3536 in November 2012.

PID: 153-0000033.00 –

Parcel 2:

FIRST TRACT

BEGINNING at a hickory in the North Pyles line; thence North 85 degrees West 160 poles to a post oak in Joseph Meacham's line; thence North 55 degrees West 20 poles to a post oak; thence

North 8 degrees West 54 poles to a black oak; thence North 30 degrees East 22 poles to a black oak and 2 post oaks; thence South 85 degrees East 160 poles to a gum and ash; thence South 17 degrees East 90 poles to a hickory; thence South 64 degrees West 12 poles to the Beginning, containing 100 acres, more or less

SECOND TRACT

BEGINNING at a gum and ash; thence North 5 degrees West 17 poles to a stake; thence North 85 degrees East 28 poles to a black oak; thence South 5 degrees East 40 poles to a stake, two white oaks, 1 spanish oak and hickory and post oak pointers; thence South 85 degrees West 36 poles to a stake in an old field; thence North 7 degrees East 23 poles to the Beginning, containing 7 acres 1 rod 29 poles, more or less.

THIRD TRACT

BEGINNING at a black oak stump, post oak and dogwood pointers, R, Russell's corner; thence North 30 degrees East 129 poles to a black oak supposed to be in McCulloch's line; thence South 88 degrees East 73 poles to a white oak near a branch; thence South 19 1/4 degrees East 135 poles to a black gum and ash near an old field; thence North 85 degrees West 160 poles to the Beginning, containing 93 acres, more or less.

FOURTH TRACT

BEGINNING at a broken top black oak, corner to Underwood and Myers; thence with a fence, a new line, N. 32 W. 101.6 poles to a white oak, a new corner in line between said Underwood and Myers; thence with said lines 16 1/2 E. 98 poles to a stake; thence N. 80 E. 30 poles to the Beginning, containing 9 1/4 acres, more or less.

EXCEPTING

A certain parcel of land that abuts the northern right-of-way line of Goode Road approximately 0.9 mile east of Kentucky Highway 107 in Christian County, Kentucky.

Said parcel being a portion of the Alan C. Schamp property as recorded in Deed Book 533 at Page 71, also, being Lot No. 1 of plat recorded in Plat Cabinet 6, File 276, in the Christian County Court Clerk's office.

Beginning at an iron pin (set, a new division corner, 16.50 feet southeast of the centerline of gravel lane and 20.00 feet north of the centerline of Goode Road; thence leaving Goode Road and forming a new division line through the Alan C. Schamp property, 16.50 feet southeast and parallel to above mentioned gravel lane, N 60° 21' 57" E 310.00 feet to an iron pin (set); thence leaving gravel lane and forming another new division line through the Alan C. Schamp property S 71°22'09" E 481.26 feet to an iron pin (set), a common corner with Lot No. 2; thence forming another new division line through the Alan C. Schamp property and being a common boundary with Lot No. 2, S 63°07'04" W 255.17 feet to an iron pin (set), being a common corner with Lot No. 2 and located in the northern 40 foot right-of-way line of Goode Road; thence with the northern 40 foot right-of-way line of Goode Road (20 feet from and parallel to existing road centerline) N 76°54'09" W 511.19 feet to the point of beginning.

Containing 2.240 acres as surveyed by Pro Line Surveys on April 10, 1998.

ALSO EXCEPTING:

A certain parcel of land that abuts the northern right-of-way line of Goode Road approximately 1.0 mile east of Kentucky Highway 107 in Christian county, Kentucky.

Said parcel 1 being a portion of the Alan C. Schamp property as recorded in Deed Book 533 at Page 71, also, being Lot No. 2 of a plat recorded in Plat Cabinet 6, File 276, in the Christian County Court Clerk's office.

BEGINNING at an iron pin (set) in the northern 40 foot right-of-way line of Goode Road, a common corner with Timothy J. Goode; thence with the northern 40 foot right-of-way line of Good Road (20 feet from and parallel to existing road centerline) in a curve to the left the following (2) two chord courses and distances: N 46°50'47" W 62.51 feet to an iron pin (set); thence N 55°55'29" W 63.87 feet to an iron pin (set), a common corner with Lot No. 1; thence leaving Goode Road and forming a new division line through the Alan C. Schamp property and being a common boundary with Lot No. 1 N 63007'04" E 255.17 feet to an iron pin (set), a common corner with Lot No. 1; thence forming another new division line through the Alan C. Schamp property S 55°02'49" E 208.92 feet to an iron pin (set) in the property line of Timothy J. Goode: thence with Timothy J. Goode and being approximately with an old existing fence lines 72°56'46" W 327.50 feet to the point of beginning.

Containing 0.828 acres as surveyed by Pro Line Surveys on April 10, 1998.

PID: 153-0000041.00

EXHIBIT B

SITE PLAN

EXHIBIT C

SPECIAL FINANCING AND LENDER PROTECTIONS

For purposes of this Exhibit C, all references to “Lessee” shall also include any Transferee.

1. Lender’s Right to Possession, Right to Acquire and Right to Assign. A Lender shall have the absolute right to do one, some or all of the following things without further consent from Landowner: (a) assign its lender’s lien; (b) enforce its lender’s lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to Lessee’s leasehold and easement estates (individually or collectively, as the context may require, “**Leasehold Estate**”) granted by this Lease; (d) take possession of and operate the Project and the Solar Facilities or any portion thereof and perform any obligations to be performed by Lessee hereunder, or cause a receiver to be appointed to do so; (e) assign or transfer the Leasehold Estate or sublease to a third party; or (f) exercise any rights of Lessee under this Lease. Upon acquisition of the Leasehold Estate by a Lender or any other third party who acquires the same from or on behalf of the Lender, Landowner shall recognize the Lender or such other party (as the case may be) as Lessee’s proper successor, and the Lease shall remain in full force and effect.

2. Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Lessee, Landowner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, concurrently with delivery of such notice to Lessee, of which Landowner has been provided written notice.

3. Cure. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, as is given to Lessee after Lessee’s receipt of a Notice of Default under this Lease, plus, in each instance, the following additional time periods: (i) thirty (30) days in the event of any monetary Event of Default; and (ii) sixty (60) days in the event of any non-monetary Event of Default; provided, however, that (a) such sixty (60)-day period shall be extended for the time reasonably required by the Lender to complete such cure, including the time required for the Lender to obtain possession of the Premises (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (b) the Lender shall not be required to cure those Events of Default which are not reasonably susceptible of being cured or performed by such party (“**Non-Curable Defaults**”). The Lender shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee under this Lease for purposes of curing such Event of Default. Landowner shall not terminate this Lease prior to expiration of the cure periods available to a Lender as set forth above. Further, (x) neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease as long as the rent and all other amounts payable by Lessee under this Lease are paid by the Lender in accordance with the terms thereof and (y) Non-Curable Defaults shall be deemed waived by Landowner upon completion of foreclosure proceedings or other acquisition of the Leasehold Estate.

4. Deemed Cure; Extension. If any Event of Default by Lessee under this Lease cannot be cured without obtaining possession of all or part of (a) the Solar Facilities or (b) the Leasehold Estate, then any such Event of Default shall nonetheless be deemed remedied if: (i) within sixty (60) days after receiving notice from Landowner as set forth hereinabove, a Lender

acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Lender performs all other obligations as and when the same are due in accordance with the terms of this Lease. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee from commencing or prosecuting the proceedings described above, then the sixty (60)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

5. Liability. A Lender that does not directly hold an interest in this Lease, or that holds only a lender's lien, shall not have any obligation under this Lease prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Lease only for and during the period of time that such Lender directly holds such absolute title. Further, If a Lender elects to (a) perform Lessee's obligations under this Lease, (b) continue Lessee's operation of an energy project on the Premises, (c) acquire any portion of Lessee's right, title, or interest in the Premises or in this Lease or (d) enter into a new lease as provided herein, then such Lender shall have no personal liability to Landowner, and Landowner's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Project. Moreover, any Lender or other party who acquires the Leasehold Estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Leasehold Estate.

6. New Lease to Lender. If this Lease (a) terminates because of Lessee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Lender has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Landowner shall, upon written request from such Lender received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new lease in favor of such Lender, which new lease shall (i) contain the same terms as this Lease (except for any requirements that have been fulfilled by Lessee prior to such termination, foreclosure, rejection or disaffirmance hereinafter referred to as a "Terminating Event"), (ii) be for a term commencing on the date of such Terminating Event, and continuing for the remaining term of this Lease before giving effect to such Terminating Event, (iii) contain a lease of the Premises or such portion thereof as to which such Lender held a lender's lien on the date of such Terminating Event, (iv) contain a grant to the Lender of access, transmission, communications, utility and other easements covering such portion or portions of the Premises as such Lender may reasonably designate and (v) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landowner; and, until such time as such new lease is executed and delivered, the Lender may use the Premises to conduct an energy project thereon as if the Lease were still in effect. At the option of the Lender, the new lease may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of Lessee thereunder.

7. Lender's Consent. Notwithstanding any provision of this Lease to the contrary, (a) Landowner shall not agree to a modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce

the security for its lender's lien and (b) Landowner shall not accept a surrender of the Premises or any part thereof or a termination of this Lease; in each such case without the prior written consent of each Lender.

8. Further Amendments. At Lessee's request, Landowner, without demanding additional consideration therefor, shall amend this Lease to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or obligations of Landowner under this Lease, or extend the Term beyond the term set forth in Article II of this Lease. Further, Landowner shall, within ten (10) days after written notice from Lessee or any existing or proposed Lender, execute and deliver thereto (i) a certificate to the effect that Landowner recognizes a particular entity as a Lender under this Lease and will accord to such entity all the rights and privileges of a Lender hereunder and (ii) an estoppel certificate (a) certifying that this Lease is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the rent and all other sums due and payable have been paid, (c) certifying that to the best of the Landowner's knowledge there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by the party requesting same. Landowner's failure to deliver any such certificate within such time shall be conclusive upon Landowner that this Lease is in full force and effect and has not been modified, the rent and all other sums due and payable have been paid through the date of such written notice, there are no uncured Events of Default by the requesting party hereunder and the other certifications so requested are in fact true and correct.

[Remainder of page intentionally left blank]

EXHIBIT D

FORM OF MEMORANDUM OF LEASE

[Attached]

RECORDING REQUESTED BY,
AND AFTER RECORDING,
RETURN TO:

Oriden LLC
106 Isabella Street
Suite 400
Pittsburgh, PA 15212

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

**MEMORANDUM OF SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

This **MEMORANDUM OF SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT** (this "Memorandum") is dated _____, 20__ (the "Effective Date"), and is made by and between **Alan Craig Schamp, an unmarried individual**, with an address at 1736 US Highway 62 E. Eddyville, KY 42038 ("Landowner") and **Oriden, LLC**, a Delaware limited liability company, with an address at 106 Isabella Street, Suite 400, Pittsburgh, PA 15212 ("Lessee").

WHEREAS, Landowner subleases certain real property located in Christian County, Kentucky, as more particularly described on the attached **Exhibit A** (the "Property"), pursuant to that certain Deed, dated as of June 26, 2014, of which is of record in Book 705, Page 710, in Office of the County Clerk for Christian County, Kentucky, which Property is owned in fee simple by the Landowner; and

WHEREAS, pursuant to that certain Solar Energy Ground Lease and Easement Agreement (the "Lease") dated _____ (the "Effective Date"), Landowner has sub-subleased to Lessee a portion of the Property in the approximate location shown on the site plan attached hereto as **Exhibit B** (the "Premises"), and Landowner has granted to Lessee certain rights including certain easements as more particularly described in the Lease; and

WHEREAS, Landowner and Lessee desire to give notice of the Lease by recording this Memorandum.

NOW THEREFORE, Landowner and Lessee state as follows:

1. **Lease of Premises; Exclusive Rights.** Landowner has leased the Premises to Lessee for the purpose of converting solar energy into electrical energy or collecting and transmitting the electrical energy so converted, together with any and all activities related thereto ("**Solar Energy Purposes**"), including through the development, construction, operation and maintenance of a solar photovoltaic electricity generation and storage facility (the "**Project**") Lessee has the exclusive right to use the Premises for Solar Energy Purposes.

2. **Lease Term; Extension of Term.** Lessee's rights under the Lease commence on the Effective Date and continue through the Renewal Terms, if any. The Lease Term commences on the Effective Date and expires at 11:59 p.m. on the thirtieth (30th) anniversary of the December 31 immediately following the Commercial Operation Date, as that term is defined in the Lease (the "**Initial Term**"). Lessee has right to extend the Lease Term for two (2) additional periods of ten (10) years (the Initial Term and the Renewal Terms, if exercised, being the "**Lease Term**").

3. **Termination Right.** Lessee may terminate this Lease with respect to all or a portion of the Premises at any time and for any reason by giving Landowner a Termination Notice at least thirty (30) days in advance.

4. **Easements.** Landowner has granted Lessee certain easements for the Lease Term, as follows:

(a) **Access Easement.** An easement on, over, under, upon and across and on the Property for ingress to and egress from Premises by means of existing roads and lanes or such other route or routes as Lessee may determine are reasonably necessary to access the Premises, for either the operation or construction of the Project, with Landowner's consent, which consent shall not be unreasonably withheld, conditioned or delayed (the "**Access Easement**"). Lessee shall have the right to improve, maintain, replace and repair existing roads and lanes, or to build new roads, shall run with and bind the Property for the benefit of the Premises, and shall inure to the benefit of and be binding upon Landowner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. Lessee's use of the Access Easement shall not materially interfere with the business operations or rights of the Landowner. Lessee's use of the Access Easement shall be subject to such reasonable rules and regulations as Landowner may establish from time to time.

(b) **Solar Easement.** An easement (the "**Solar Easement**") on, over and across the Property, for the benefit of the Premises, for direct sunlight to any solar panels installed on the Premises ("**Solar Access**"). As grantee under the Solar Easement, Lessee shall have the right to trim, cut down and remove any trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which obstruct Solar Access or otherwise interfere with or endanger the Project. For the avoidance of doubt, Landowner shall not be allowed to construct or permit the construction of any improvements on the property that would impede Solar Access to the Project.

(c) **Utility Easement.** An easement (the "**Utility Easement**," and together with the Access Easement and Solar Easement, the "**Easements**"), on, over, under, upon and across and on the Property for the benefit of the Premises, (i) on, over and across the Property for the purpose of accessing any such systems or utility lines for the purpose of repair or maintenance; (ii) on, over, under and across those portions of the Property identified on the Site Plan for the purpose of constructing, reconstructing, replacing, removing, maintaining, operating and using from time to time a system of underground electrical lines and/or above-ground poles and such wires and cables as from time to time are suspended therefrom, together with all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said poles, wires, cables and lines; and (iii) on, over and across any portion of the Property reasonably necessary for the purpose of erecting, constructing, installing, replacing,

repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining electrical lines any and all utilities (including water, wastewater, storm water detention, drainage, electric, telephone, gas, cable television, and electronic data transmission services), together with all lines, pipes, conduits and other equipment, improvements and appurtenances used in the supply and provision of such utilities; provided that the location of any such electrical lines and utilities shall not unreasonably interfere with Landowner's use and operation of the Property.

5. **Nature of Lease.** Lessee acknowledges that during the period of time in which the Property is owned by the Fee Owner, leased to Ground Lessee and subleased to Lessee, this Lease will be treated as a sub-sublease between Landowner and Lessee.

6. **Multiple Counterparts.** This Memorandum may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

7. **Conflict.** The sole purpose of this instrument is to give notice of the Lease, as the same may be amended or supplemented from time to time, and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein. In the event of a conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall prevail.

[Signatures on following pages]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Solar Energy Ground Lease and Easement Agreement as of the day and year first written above.

Alan Craig Schamp, an unmarried individual

By: _____
Name: Alan C. Schamp
Title: Owner

STATE OF KENTUCKY

COUNTY OF _____

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Alan Craig Schamp, an unmarried individual**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in _____, this ____ day of _____, 20 ____.

Notary Public

My Commission Expires

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Solar Energy Ground Lease and Easement Agreement as of the day and year first written above.

LESSEE:
Oriden LLC., a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE

COUNTY OF _____

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Oriden LLC.**, a Delaware limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this _____ day of _____, 20_____.

Notary Public

My Commission Expires

OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT

This OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT (“**Agreement**”) is made on May 15, 2020 (“**Effective Date**”) by and between **Kenneth L. Miller and Joanna K. Miller**, husband and wife (“**Landowner**”) and **Oriden, LLC**, a Delaware limited liability company, and its successors, assigns or sublessees (“**Lessee**”).

WHEREAS, Landowner owns that certain real property situated in Christian County, Kentucky, consisting of approximately **369.08** acres, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Property**”); and

WHEREAS, Lessee intends to develop a solar energy project (“**Project**”) in the vicinity of the Property, and in connection therewith, desires to obtain an option to lease all or a portion of the Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of each party contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landowner and Lessee hereby agree as follows:

1. **Grant of Option.** Landowner hereby grants to Lessee the exclusive option (“**Option**”) to lease all or a portion of the Property for the purposes of the development, operation and maintenance of a solar energy project and related activities. In order to exercise the Option, Lessee shall give Landowner written notice of exercise (“**Option Exercise Notice**”) prior to the expiration of the Option Period (as defined in Section 2 hereof). Lessee shall have the right, in its sole discretion, to exercise the Option with respect to the entire Property or to only a portion of the Property. The Option Exercise Notice will be in substantially the form set forth on **Exhibit B** attached hereto and made a part hereof.

2. **Recording of Memorandum.** Lessee, at Lessee’s sole cost and expense, will record a memorandum of this Agreement in the land records of the County(ies) in which the Property is located, which memorandum shall be in the form attached hereto as **Exhibit C** and made a part hereof.

3. **Option Period.** The term “**Option Period**” shall mean the period of time beginning on the Effective Date and ending on the earlier of either (i) the fourth anniversary of the Effective Date, or (ii) the date Lessee exercises the Option (“**Option Exercise Date**”). During the Option Period, Lessee may enter the Property at any time, without prior notice to Landowner, to install, construct, use, operate, maintain, replace, relocate, deconstruct, and remove on and from the Property solar energy monitoring equipment, consisting of one or more solar panels, anchors, foundations, fences and monitoring instrumentation and equipment to protect and otherwise facilitate Lessee’s solar energy monitoring activities. Lessee shall also have the right to conduct other meteorological and environmental studies, conduct soil and geologic studies, and take photographs upon and of the Property. Lessee shall also have the right to apply for any and all permits and applications necessary in connection with the activities permitted by this Section 3 and in connection with the Project. Landowner shall cooperate with Lessee in connection with

such applications, which cooperation shall include but not be limited to signing application forms and associated documents when so requested by Lessee. Provided that Lessee has paid all sums to Landowner due and owing hereunder, Lessee shall have the right, upon written notice to Landowner, to extend the Option Period for one (1) additional period of one (1) year by giving written notice of extension to Landowner prior to the expiration of the Option Period. If extended in accordance with the foregoing, the term “**Option Period**” shall include the initial Option Period and the Extended Option Period. Notwithstanding anything contained herein to the contrary, Lessee shall have the right, at any time, for any reason, to terminate this Agreement provided that all sums due and owing to Landowner hereunder have been paid.

4. **Option Fee.** Lessee shall pay to Landowner an annual “**Option Fee**” in accordance with the following schedule:

- (a) [REDACTED] payable within thirty (30) days after the Effective Date;
- (b) [REDACTED] payable on the first anniversary of the Effective Date;
- (c) [REDACTED] payable on the second anniversary of the Effective Date; and
- (d) [REDACTED] payable on the third anniversary of the Effective Date.

If Lessee extends the Option Period as set forth in Section 3 hereof, Lessee shall pay to Landowner annual Option Fee payments during the Extended Option Period as follows:

- (e) [REDACTED] payable on the fourth anniversary of the Effective Date.

No payments will be required to be made under this Section 4 after the earlier of the Option Exercise Date or the date on which Lessee terminates this Agreement. For the avoidance of doubt, Lessee shall not be required to make a payment listed in this Section 4(b) through (f) if Lessee exercises the Option or terminates this Agreement prior to date on which such payment would otherwise have been required to be made.

5. **Lease.** If Lessee exercises the Option, Landowner shall lease to Lessee the portion of the Property identified by Lessee, pursuant to the terms of the Solar Energy Ground Lease and Easement Agreement attached hereto as **Exhibit D** and made a part hereof (“**Lease**”). Upon exercising the Option, Lessee will send to Landowner the Lease and the Memorandum of Lease (which is attached as an exhibit to the Lease) for Landowner to sign and notarize where applicable, and Landowner will promptly return the original to Lessee.

6. **Notice.** Notices or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier’s delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Landowner: Kenneth and Joanna Miller
1998 Poole Mill Road
Crofton, KY 42217

To Lessee: Oriden, LLC
106 Isabella St., Suite 400
Pittsburgh, PA 15212

7. **Burdens Run With and Against the Property.** The burdens of this Agreement shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Landowner and its heirs, successors, assigns, permittees, licensees, lessees, employees and agents. This Agreement and the rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees, employees and agents.

8. **Exclusivity.** The rights granted to Lessee hereunder are exclusive. Accordingly, Landowner shall not grant any other party the right to conduct solar energy monitoring activities or other due diligence activities on the Property in anticipation of solar energy uses during the Option Period. Landowner shall not grant any other option, leasehold interest, easements, or other encumbrances to title to any person or entity other than Lessee during the Option Period except for monetary liens, which shall be discharged by Landowner or consented to by Lessee prior to the Option Exercise Date.

9. **Confidentiality.** Landowner and Lessee shall maintain in confidence all confidential and proprietary information of the other party, including the terms of this Agreement and payments under this Agreement, and Lessee's methods of operation, methods of construction, data, and the like. Notwithstanding the foregoing, Landowner and Lessee may disclose the terms of this Agreement to their respective legal and financial advisers. The parties agree that the confidentiality obligation set forth herein shall survive for four (4) years after the expiration or earlier termination of this Agreement.

10. **Representations and Warranties.** Landowner hereby represents and warrants to Lessee as follows:

(a) Landowner is the true and lawful owner of the Property in fee simple and has the right and authority to grant the Option and, if the Option is exercised, the Lease;

(b) There are no rights, options or other agreements of any kind to lease, purchase, develop, acquire, sell or dispose of the Property, or any interest therein, nor any claims to any such options, rights or other agreements;

(c) The Property is not in violation of any law or governmental order or regulation or of any easement, restriction, condition or covenant affecting the Property;

(d) Landowner is not aware of any hazardous substances located in or on the Property which are in violation of any applicable environmental law, rule, regulation or order; and

(e) There is no legal action or proceeding pending or threatened against Landowner or the Property.

11. Default and Remedies.

(a) If Landowner breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after Landowner's receipt of written notice of the breach from Lessee, Lessee shall be entitled to avail itself of any and all remedies available at law or in equity.

(b) If Lessee fails to pay Landowner any sum of money due hereunder, Lessee shall not be in default of this Agreement unless Lessee has received written notice of such failure from Landowner, and Lessee has failed to cure such non-payment within thirty (30) days after receipt of such notice.

12. Assignment.

(a) In no event shall Landowner assign this Agreement, or the right to receive the payments hereunder, to any third party, unless Landowner sells its fee interest in the Property to a third party. Such prohibition includes, but is not limited to, an assignment of leases and rents in connection with Landowner obtaining a mortgage on all or a portion of the Property. Any attempt to assign this Agreement by Landowner for any reason other than the sale of the Property shall be null and void.

(a) Lessee shall have the right to assign this Lease, in Lessee's sole discretion, and will give Landowner prompt notice of such assignment, along with the new notice address of the assignee.

13. Time of the Essence. Time is of the essence in regard to this Agreement and to all the terms, conditions, obligations and agreements contained in this Agreement.

14. Governing Law. The terms and provisions of this Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

15. Interpretation. The parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, either party.

16. Partial Invalidity. If any term, provision, condition, or part of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms, provisions, conditions, or parts, or application thereof to any

person or circumstance shall continue in full force and effect, unless the invalidity or unenforceability in question causes the primary intention of the parties under this Agreement to be frustrated.

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

18. **Signing Bonus.** Lessee will pay to Landowner a one-time signing bonus in the amount of [REDACTED] (“Signing Bonus”) within thirty (30) days after Lessee’s receipt of such original.

19. **Crop Damage.**

(a) The parties anticipate and acknowledge that Landowner or Landowner’s renters may suffer damage to crops, fences, and other property or improvements on the Premises during Lessee’s development of Solar Facilities on the Premises. Lessee shall reimburse Landowner for any such damages within thirty (30) days after determining the extent of damage. Notwithstanding any provision herein to the contrary, Landowner acknowledges and agrees that it shall not be allowed to grow crops on the Premises or allow others to grow crops on the Premises (whether pursuant to a lease or other occupancy agreement) during a calendar year if, by December 1st prior to such calendar year when the growing of crops is disallowed, Lessee provides Landowner with written notice stating that Lessee intends to construct the Project in the following year (“Construction Notice”). In no event will Lessee have any obligation to pay Crop Damages (as defined in subsection (b) below) for any damage to crops caused by Lessee’s activities on the Premises after the date of the Construction Notice.

(b) Crop damages will be calculated by the following formula: $\text{Price} \times \text{Yield} \times \text{Percentage of Damage} \times \text{Acreage} = \text{“Crop Damages”}$. Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the immediately previous two (2) years’ yields of the same crop as the damaged crop, according to Landowner’s records, as received from and certified by Landowner, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, “Landowner’s records” shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Landowner does not have yield records available, the Landowner will use FSA records for the county in which the Premises is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Landowner or Landowner’s renters any loss of income, rent, business opportunities, profits or other losses arising out of Landowner’s inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LANDOWNER:

Kenneth L. Miller and Joanna K. Miller,
husband and wife

By: *Kenneth L. Miller*
Name: Kenneth L. Miller
Title: Owner

By: *Joanna K. Miller*
Name: Joanna K. Miller
Title: Owner

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LESSEE:

Oriden LLC., a Delaware limited liability company

By: Bill Miller (SEAL)
Name: Bill Miller
Title: CFO

EXHIBIT A

Legal Description of Property

Parcel 1:

Being a 369.089 acre parcel of land as surveyed by Dennis W. Looper KY, L.L.S. #3437 of Purchase Area Surveying Inc. on January 2nd, 2007 and being located on the south side of Dogwood Kelly Road and the west side of State Route # 107 and lies approximately 7.0 miles northeast of the Hopkinsville community of Christian County Kentucky.

And more particularly described as beginning at a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set in the south right-of-way line of Dogwood Kelly Road (50.0' right-of-way) and in the west right-of-way line of State Route # 107 (60.0' right-of-way). Said pin being the northeast corner of the property herein described and lies on a bearing of South 68 deg. 59 min. 26 sec. West a distance of 46.51 feet from the centerline intersection of said Roads.

THENCE: South 28 deg. 49 min. 30 sec. West a distance of 485.34 feet along the west right-of-way line of said State Route # 107 to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to Kenneth Tucker and being a southeast corner of the property herein described.

THENCE: North 78 deg. 39 min. 40 sec. West a distance of 167.52 feet along the north line of said Tucker tract to a found 1" dia. steel pipe. Said pipe being the northwest corner of said Tucker tract.

THENCE: South 24 deg. 42 min. 38 sec. West a distance of 397.68 feet along the west line of said Tucker tract to a found 1" dia. steel pipe. Said pipe being the southwest corner of said Tucker tract and lies in the north line of a tract belonging to Dwight Scott (Deed Book 594 Page 336).

THENCE: North 49 deg. 42 min. 31 sec. West a distance of 354.88 feet along the north line of said Scott tract to a 6" x 8" corner fence post. Said post being the northwest corner of said Scott tract.

THENCE: South 43 deg. 39 min. 05 sec. West a distance of 861.10 feet along the west line of said Scott tract to a found 1/2" dia steel pin.

THENCE: South 42 deg. 18 min. 45 sec. West a distance of 663.07 feet along the west line of said Scott tract to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the southwest corner of said Scott tract and being the northwest corner of a tract belonging to William Powers (Deed Book 608 Page 684).

THENCE: South 42 deg. 35 min. 12 sec. West a distance of 398.10 feet along the west line of said Powers tract and continuing along the west line of a tract belonging to Jasper McKee to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

THENCE: North 82 deg. 51 min. 55 sec. West a distance of 42.31 feet along the north line of said McKee tract to a 6" x 8" corner fence post.

THENCE: South 01 deg. 53 min. 46 sec. West a distance of 835.90 feet along the west line of said McKee tract and continuing along the west lines of tracts belonging to Russell Johnson (Deed Book 592 Page 222) and Roy Monday (Deed Book 543 Page 394) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set and in the west right-of-way line of State Route # 107 (60.0' right-of-way).

THENCE: South 42 deg. 22 min. 07 sec. West a distance of 36.10 feet along the west right-of-way line of said State Route # 107 to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to the New Zion Cemetery and being a southeast corner of the property herein described.

THENCE: North 79 deg. 46 min. 12 sec. West a distance of 360.75 feet along the north line of said Cemetery tract to a 6" round corner post. Said post being the northwest corner of said Cemetery and being the northeast corner of a tract belonging to Linda Humphries (Deed Book 609 Page 458).

THENCE: North 73 deg. 47 min. 02 sec. West a distance of 779.96 feet along the north line of said Humphries tract to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of said Humphries tract and lies in the east line of a tract belonging to Roy Houchens (Deed Book 521 Page 88).

THENCE: Along the lines of said Houchens tract (being a fence line) for the following (8) Eight Calls:

(1) North 19 deg. 59 min. 31 sec. West a distance of 355.60 feet to a point.

(2) North 24 deg. 44 min. 32 sec. West a distance of 430.32 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(3) North 28 deg. 54 min. 20 sec. West a distance of 163.85 feet to a 18" Oak Tree.

(4) North 37 deg. 27 min. 14 sec. West a distance of 403.71 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(5) North 57 deg. 48 min. 09 sec. West a distance of 886.44 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of said Houchens tract.

(6) South 08 deg. 16 min. 56 sec. East a distance of 973.14 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(7) South 09 deg. 03 min. 34 sec. East a distance of 564.10 feet to a 36" dia. Cottonwood Tree.

(8) South 40 deg. 47 min. 01 sec. West a distance of 717.02 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to James Wilson (Deed Book 434 Page 698).

THENCE: North 77 deg. 58 min. 12 sec. West a distance of 686.06 feet along the north line of said Wilson tract (being a fence line) to a point.

THENCE: North 79 deg. 49 min. 25 sec. West a distance of 1460.16 feet along the north line of said Wilson tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being an inside corner of said Wilson tract and being the southwest corner of the property herein described.

THENCE: North 27 deg. 26 min. 14 sec. East a distance of 3860.21 feet along the east line of said Wilson tract (being a fence line) and continuing along the east line of a tract belonging to William Edwards (Deed Book 463 Page 687) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the end of said fence.

THENCE: North 27 deg. 11 min. 12 sec. East a distance of 824.31 feet along the east line of said Edwards tract and continuing along the east line of a tract belonging to Ronald Berry (Deed Book 627 Page 455) to a point in the south right-of-way line of said Dogwood Kelly Road. Said point being the northeast corner of said Berry tract and being the northwest corner of the property herein described.

THENCE: Along the south right-of-way line of said Dogwood Kelly Road for the following (21) Twenty one Calls:

(1) South 65 deg. 14 min. 49 sec. East a distance of 714.54 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(2) South 68 deg. 34 min. 32 sec. East a distance of 523.73 feet to the point of curvature.

(3) Along said curve to the left. Said curve having a Radius of: 1047.82 feet, an Arc Length of: 131.78 feet and a Chord of: South 72 deg. 31 min. 02 sec. East a distance of 131.69 feet to the point of tangent.

(4) South 76 deg. 07 min. 13 sec. East a distance of 226.97 feet to the point of curvature.

(5) Along said curve to the right. Said curve having a Radius of: 469.72 feet, an Arc Length of: 209.16 feet and a Chord of: South 63 deg. 21 min. 50 sec. East a distance of 207.44 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of tangent.

(6) South 50 deg. 36 min. 26 sec. East a distance of 404.85 feet to the point of curvature.

(7) Along said curve to the left. Said curve having a Radius of: 268.03 feet, an Arc Length of: 235.47 feet and a Chord of: South 75 deg. 46 min. 29 sec. East a distance of 227.97 feet to the point of tangent.

(8) North 79 deg. 03 min. 28 sec. East a distance of 118.99 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(9) Along said curve to the right. Said curve having a Radius of: 382.56 feet, an Arc Length of: 213.26 feet and a Chord of: South 84 deg. 58 min. 21 sec. East a distance of 202.26 feet to the point of tangent.

(10) South 69 deg. 00 min. 09 sec. East a distance of 201.85 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(11) Along said curve to the right. Said curve having a Radius of: 173.96 feet, an Arc Length of: 86.16 feet and a Chord of: South 54 deg. 48 min. 47 sec. East a distance of 85.28 feet to the point of tangent.

(12) South 40 deg. 37 min. 25 sec. East a distance of 114.02 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(13) Along said curve to the left. Said curve having a Radius of: 210.44 feet, an Arc Length of: 142.20 feet and a Chord of: South 59 deg. 58 min. 51 sec. East a distance of 139.51 feet to the point of tangent.

(14) South 79 deg. 20 min. 21 sec. East a distance of 405.22 feet to a point.

(15) South 77 deg. 45 min. 41 sec. East a distance of 250.93 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(16) Along said curve to the left. Said curve having a Radius of: 306.49 feet, an Arc Length of: 52.99 feet and a Chord of: South 82 deg. 42 min. 51 sec. East a distance of 52.92 feet to the point of tangent.

(17) South 87 deg. 40 min. 02 sec. East a distance of 41.01 feet to the point of curvature.

(18) Along said curve to the right. Said curve having a Radius of: 436.28 feet, an Arc Length of: 143.29 feet and a Chord of: South 78 deg. 15 min. 28 sec. East a distance of 142.65 feet to the point of tangent.

(19) South 68 deg. 50 min. 54 sec. East a distance of 162.65 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(20) Along said curve to the left. Said curve having a Radius of: 511.79 feet, an Arc Length of: 168.60 feet and a Chord of: South 78 deg. 17 min. 09 sec. East a distance of 167.84 feet to the point of tangent.

(21) South 87 deg. 43 min. 24 sec. East a distance of 39.01 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of a tract belonging to the Dogwood Christian Church.

THENCE: South 14 deg. 34 min. 50 sec. West a distance of 275.30 feet along the west line of said Dogwood Christian Church tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the southwest corner of said Dogwood Christian Church.

THENCE: South 78 deg. 15 min. 38 sec. East a distance of 221.66 feet along the south line of said Dogwood Christian Church tract (being a fence line) to a found Stone. Said Stone being the southeast corner of said Dogwood Christian Church.

THENCE: North 15 deg. 12 min. 54 sec. East a distance of 297.21 feet along the east line of said Dogwood Christian Church tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set in the south right-of-way line of said Dogwood Kelly Road. Said pin being the northeast corner of said Dogwood Christian Church.

THENCE: South 77 deg. 17 min. 42 sec. East a distance of 470.05 feet along the south right-of-way line of said Dogwood Kelly Road to a point.

THENCE: South 78 deg. 29 min. 46 sec. East a distance of 22.28 feet along the south right-of-way line of said Dogwood Kelly Road the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

PID: 135-0000042.00

EXHIBIT B

Form of Exercise Notice

[Attached]

_____, 20__

VIA OVERNIGHT COURIER

Dear _____:

Reference is made to that certain Option for Solar Energy Ground Lease and Easement Agreement dated _____ (“**Option Agreement**”) by and between **Kenneth L. Miller and Joanna K. Miller**, husband and wife (“**Landowner**”) and **Oriden LLC.**, a Delaware limited liability company (“**Lessee**”) with respect to certain real property located in Christian County, Kentucky, as more particularly described and/or depicted in the Option Agreement, and as further described as follows (“**Property**”):

Parcel 1:

Being a 369.089 acre parcel of land as surveyed by Dennis W. Looper KY, L.L.S. #3437 of Purchase Area Surveying Inc. on January 2nd, 2007 and being located on the south side of Dogwood Kelly Road and the west side of State Route # 107 and lies approximately 7.0 miles northeast of the Hopkinsville community of Christian County Kentucky.

And more particularly described as beginning at a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set in the south right-of-way line of Dogwood Kelly Road (50.0' right-of-way) and in the west right-of-way line of State Route # 107 (60.0' right-of-way). Said pin being the northeast corner of the property herein described and lies on a bearing of South 68 deg. 59 min. 26 sec. West a distance of 46.51 feet from the centerline intersection of said Roads.

THENCE: South 28 deg. 49 min. 30 sec. West a distance of 485.34 feet along the west right-of-way line of said State Route # 107 to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to Kenneth Tucker and being a southeast corner of the property herein described.

THENCE: North 78 deg. 39 min. 40 sec. West a distance of 167.52 feet along the north line of said Tucker tract to a found 1" dia. steel pipe. Said pipe being the northwest corner of said Tucker tract.

THENCE: South 24 deg. 42 min. 38 sec. West a distance of 397.68 feet along the west line of said Tucker tract to a found 1" dia. steel pipe. Said pipe being the southwest corner of said Tucker tract and lies in the north line of a tract belonging to Dwight Scott (Deed Book 594 Page 336).

THENCE: North 49 deg. 42 min. 31 sec. West a distance of 354.88 feet along the north line of said Scott tract to a 6" x 8" corner fence post. Said post being the northwest corner of said Scott tract.

THENCE: South 43 deg. 39 min. 05 sec. West a distance of 861.10 feet along the west line of said Scott tract to a found 1/2" dia steel pin.

THENCE: South 42 deg. 18 min. 45 sec. West a distance of 663.07 feet along the west line of said Scott tract to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the southwest corner of said Scott tract and being the northwest corner of a tract belonging to William Powers (Deed Book 608 Page 684).

THENCE: South 42 deg. 35 min. 12 sec. West a distance of 398.10 feet along the west line of said Powers tract and continuing along the west line of a tract belonging to Jasper McKee to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

THENCE: North 82 deg. 51 min. 55 sec. West a distance of 42.31 feet along the north line of said McKee tract to a 6" x 8" corner fence post.

THENCE: South 01 deg. 53 min. 46 sec. West a distance of 835.90 feet along the west line of said McKee tract and continuing along the west lines of tracts belonging to Russell Johnson (Deed Book 592 Page 222) and Roy Monday (Deed Book 543 Page 394) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set and in the west right-of-way line of State Route # 107 (60.0' right-of-way).

THENCE: South 42 deg. 22 min. 07 sec. West a distance of 36.10 feet along the west right-of-way line of said State Route # 107 to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to the New Zion Cemetery and being a southeast corner of the property herein described.

THENCE: North 79 deg. 46 min. 12 sec. West a distance of 360.75 feet along the north line of said Cemetery tract to a 6" round corner post. Said post being the northwest corner of said Cemetery and being the northeast corner of a tract belonging to Linda Humphries (Deed Book 609 Page 458).

THENCE: North 73 deg. 47 min. 02 sec. West a distance of 779.96 feet along the north line of said Humphries tract to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of said Humphries tract and lies in the east line of a tract belonging to Roy Houchens (Deed Book 521 Page 88).

THENCE: Along the lines of said Houchens tract (being a fence line) for the following (8) Eight Calls:

(1) North 19 deg. 59 min. 31 sec. West a distance of 355.60 feet to a point.

(2) North 24 deg. 44 min. 32 sec. West a distance of 430.32 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(3) North 28 deg. 54 min. 20 sec. West a distance of 163.85 feet to a 18" Oak Tree.

(4) North 37 deg. 27 min. 14 sec. West a distance of 403.71 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(5) North 57 deg. 48 min. 09 sec. West a distance of 886.44 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of said Houchens tract.

(6) South 08 deg. 16 min. 56 sec. East a distance of 973.14 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(7) South 09 deg. 03 min. 34 sec. East a distance of 564.10 feet to a 36" dia. Cottonwood Tree.

(8) South 40 deg. 47 min. 01 sec. West a distance of 717.02 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to James Wilson (Deed Book 434 Page 698).

THENCE: North 77 deg. 58 min. 12 sec. West a distance of 686.06 feet along the north line of said Wilson tract (being a fence line) to a point.

THENCE: North 79 deg. 49 min. 25 sec. West a distance of 1460.16 feet along the north line of said Wilson tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being an inside corner of said Wilson tract and being the southwest corner of the property herein described.

THENCE: North 27 deg. 26 min. 14 sec. East a distance of 3860.21 feet along the east line of said Wilson tract (being a fence line) and continuing along the east line of a tract belonging to William Edwards (Deed Book 463 Page 687) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the end of said fence.

THENCE: North 27 deg. 11 min. 12 sec. East a distance of 824.31 feet along the east line of said Edwards tract and continuing along the east line of a tract belonging to Ronald Berry (Deed Book 627 Page 455) to a point in the south right-of-way line of said Dogwood Kelly Road. Said point being the northeast corner of said Berry tract and being the northwest corner of the property herein described.

THENCE: Along the south right-of-way line of said Dogwood Kelly Road for the following (21) Twenty one Calls:

(1) South 65 deg. 14 min. 49 sec. East a distance of 714.54 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(2) South 68 deg. 34 min. 32 sec. East a distance of 523.73 feet to the point of curvature.

(3) Along said curve to the left. Said curve having a Radius of: 1047.82 feet, an Arc Length of: 131.78 feet and a Chord of: South 72 deg. 31 min. 02 sec. East a distance of 131.69 feet to the point of tangent.

(4) South 76 deg. 07 min. 13 sec. East a distance of 226.97 feet to the point of curvature.

(5) Along said curve to the right. Said curve having a Radius of: 469.72 feet, an Arc Length of: 209.16 feet and a Chord of: South 63 deg. 21 min. 50 sec. East a distance of 207.44 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of tangent.

(6) South 50 deg. 36 min. 26 sec. East a distance of 404.85 feet to the point of curvature.

(7) Along said curve to the left. Said curve having a Radius of: 268.03 feet, an Arc Length of: 235.47 feet and a Chord of: South 75 deg. 46 min. 29 sec. East a distance of 227.97 feet to the point of tangent.

(8) North 79 deg. 03 min. 28 sec. East a distance of 118.99 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(9) Along said curve to the right. Said curve having a Radius of: 382.56 feet, an Arc Length of: 213.26 feet and a Chord of: South 84 deg. 58 min. 21 sec. East a distance of 202.26 feet to the point of tangent.

(10) South 69 deg. 00 min. 09 sec. East a distance of 201.85 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(11) Along said curve to the right. Said curve having a Radius of: 173.96 feet, an Arc Length of: 86.16 feet and a Chord of: South 54 deg. 48 min. 47 sec. East a distance of 85.28 feet to the point of tangent.

(12) South 40 deg. 37 min. 25 sec. East a distance of 114.02 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(13) Along said curve to the left. Said curve having a Radius of: 210.44 feet, an Arc Length of: 142.20 feet and a Chord of: South 59 deg. 58 min. 51 sec. East a distance of 139.51 feet to the point of tangent.

(14) South 79 deg. 20 min. 21 sec. East a distance of 405.22 feet to a point.

(15) South 77 deg. 45 min. 41 sec. East a distance of 250.93 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(16) Along said curve to the left. Said curve having a Radius of: 306.49 feet, an Arc Length of: 52.99 feet and a Chord of: South 82 deg. 42 min. 51 sec. East a distance of 52.92 feet to the point of tangent.

(17) South 87 deg. 40 min. 02 sec. East a distance of 41.01 feet to the point of curvature.

(18) Along said curve to the right. Said curve having a Radius of: 436.28 feet, an Arc Length of: 143.29 feet and a Chord of: South 78 deg. 15 min. 28 sec. East a distance of 142.63 feet to the point of tangent.

(19) South 68 deg. 50 min. 54 sec. East a distance of 162.65 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(20) Along said curve to the left. Said curve having a Radius of: 511.79 feet, an Arc Length of: 168.60 feet and a Chord of: South 78 deg. 17 min. 09 sec. East a distance of 167.84 feet to the point of tangent.

(21) South 87 deg. 43 min. 24 sec. East a distance of 39.01 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of a tract belonging to the Dogwood Christian Church.

THENCE: South 14 deg. 34 min. 50 sec. West a distance of 275.30 feet along the west line of said Dogwood Christian Church tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the southwest corner of said Dogwood Christian Church.

THENCE: South 78 deg. 15 min. 38 sec. East a distance of 221.66 feet along the south line of said Dogwood Christian Church tract (being a fence line) to a found Stone. Said Stone being the southeast corner of said Dogwood Christian Church.

THENCE: North 15 deg. 12 min. 54 sec. East a distance of 297.21 feet along the east line of said Dogwood Christian Church tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set in the south right-of-way line of said Dogwood Kelly Road. Said pin being the northeast corner of said Dogwood Christian Church.

THENCE: South 77 deg. 17 min. 42 sec. East a distance of 470.05 feet along the south right-of-way line of said Dogwood Kelly Road to a point.

THENCE: South 78 deg. 29 min. 46 sec. East a distance of 22.28 feet along the south right-of-way line of said Dogwood Kelly Road the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

PID: 135-0000042.00

Buyer hereby exercises the Option to lease a portion of the Property. Enclosed herewith is the Solar Energy Ground Lease and Easement Agreement for you to sign and return to us.

IN WITNESS WHEREOF, the undersigned has executed this notice this ____ day of _____, 20__.

LESSEE:
Oriden LLC., a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT C

Form of Memorandum of Option

[Attached]

**MEMORANDUM OF OPTION FOR SOLAR ENERGY GROUND LEASE AND
EASEMENT AGREEMENT**

This **MEMORANDUM OF OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT** (“**Memorandum**”) is dated May 15, 2020, and is made by and between **Kenneth L. Miller and Joanna K. Miller**, husband and wife (“**Optionor**”) and **Oriden LLC.**, a Delaware limited liability company (“**Optionee**”).

WHEREAS, Optionor owns that certain real property located in Christian County, Kentucky, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Land**”); and

WHEREAS, Optionor and Optionee have entered into that certain Option for Solar Energy Ground Lease and Easement Agreement dated May 15, 2020 (“**Option Agreement**”) whereby Optionor has granted to Optionee an option (“**Option**”) to lease all or a portion of the Land (“**Property**”). If exercised, the parties will enter into a Solar Energy Ground Lease and Easement Agreement (“**Solar Lease**”).

NOW, THEREFORE, intending to be legally bound hereby, the parties set forth the following information with respect to the Agreement.

1. The name and address of the Optionor are:

Kenneth L. Miller and Joanna K. Miller
1998 Poole Mill Road
Crofton, KY 42217

2. The name and address of the Optionee are:

Oriden, LLC
106 Isabella St., Suite 400
Pittsburgh, PA 15212

3. The date of the Option Agreement is May 15, 2020.

4. The “**Option Period**” commenced on May 15, 2020 and expires on May 15, 2024, unless earlier exercised or terminated by Optionee.
5. Optionee has the right to extend the Option Period for one (1) additional period of One (1) year.
6. Optionor has granted to Optionee the right to enter the Property at any time during the Option Period, without prior notice to Optionor, to install, construct, use, operate, maintain, replace, relocate, deconstruct, and remove on and from the Property solar energy monitoring equipment, consisting of one or more solar panels, anchors, foundations, fences and monitoring instrumentation and equipment to protect and otherwise facilitate Optionee’s solar energy monitoring activities. Optionee shall also have the right to conduct other meteorological and environmental studies, conduct soil and geologic studies, and take photographs upon and of the Property. Optionor shall not grant any other party the right to conduct solar energy monitoring activities or other due diligence activities on the Property in anticipation of solar energy uses during the Option Period.
7. This Memorandum shall automatically terminate and be of no force or effect without the necessity of making or recording any additional instrument or writing if Optionee fails to exercise the Option during the Option Period, as the same may be extended.
8. If there are any inconsistencies between this Memorandum of Option and the Option Agreement, the Option Agreement shall in all instances be controlling.

[Signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Option as of the day and year first above written.

OPTIONOR:

Kenneth L. Miller and Joanna K. Miller,
husband and wife

By: Kenneth L. Miller
Name: Kenneth L. Miller
Title: Owner

By: Joanna K. Miller
Name: Joanna K. Miller
Title: Owner

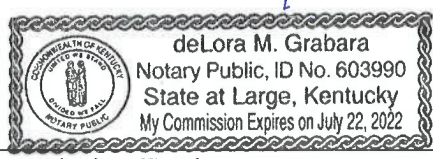
ACKNOWLEDGEMENT

STATE OF Ky
COUNTY OF Christian

Before me, deLora M Grabara, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Kenneth L. Miller and Joanna K. Miller**, husband and wife, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Crofton Ky, this 2nd day of May, 2020.

deLora M Grabara
Notary Public



My Commission Expires

OPTIONEE:
Oriden LLC., a Delaware limited liability company

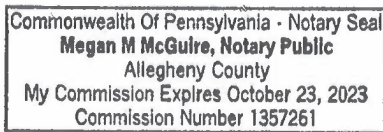
By: Bill Miller
Name: Bill Miller
Title: CFO

ACKNOWLEDGEMENT

STATE OF Pennsylvania
COUNTY OF Allegheny

Before me, Megan M. McGuire, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Bill Miller, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be CFO of Oriden LLC, a limited liability company and that he in such capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name for the company.

WITNESS my hand and seal, at office in Pittsburgh PA, this 15 day of May, 2020.



Megan M McGuire
Notary Public

October 23 2023
My Commission Expires

EXHIBIT A

Legal Description of Property

Parcel 1:

Being a 369.089 acre parcel of land as surveyed by Dennis W. Looper KY, L.L.S. #3437 of Purchase Area Surveying Inc. on January 2nd, 2007 and being located on the south side of Dogwood Kelly Road and the west side of State Route # 107 and lies approximately 7.0 miles northeast of the Hopkinsville community of Christian County Kentucky.

And more particularly described as beginning at a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set in the south right-of-way line of Dogwood Kelly Road (50.0' right-of-way) and in the west right-of-way line of State Route # 107 (60.0' right-of-way). Said pin being the northeast corner of the property herein described and lies on a bearing of South 68 deg. 59 min. 26 sec. West a distance of 46.51 feet from the centerline intersection of said Roads.

THENCE: South 28 deg. 49 min. 30 sec. West a distance of 485.34 feet along the west right-of-way line of said State Route # 107 to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to Kenneth Tucker and being a southeast corner of the property herein described.

THENCE: North 78 deg. 39 min. 40 sec. West a distance of 167.52 feet along the north line of said Tucker tract to a found 1" dia. steel pipe. Said pipe being the northwest corner of said Tucker tract.

THENCE: South 24 deg. 42 min. 38 sec. West a distance of 397.68 feet along the west line of said Tucker tract to a found 1" dia. steel pipe. Said pipe being the southwest corner of said Tucker tract and lies in the north line of a tract belonging to Dwight Scott (Deed Book 594 Page 336).

THENCE: North 49 deg. 42 min. 31 sec. West a distance of 354.88 feet along the north line of said Scott tract to a 6" x 8" corner fence post. Said post being the northwest corner of said Scott tract.

THENCE: South 43 deg. 39 min. 05 sec. West a distance of 861.10 feet along the west line of said Scott tract to a found 1/2" dia steel pin.

THENCE: South 42 deg. 18 min. 45 sec. West a distance of 663.07 feet along the west line of said Scott tract to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the southwest corner of said Scott tract and being the northwest corner of a tract belonging to William Powers (Deed Book 608 Page 684).

THENCE: South 42 deg. 35 min. 12 sec. West a distance of 398.10 feet along the west line of said Powers tract and continuing along the west line of a tract belonging to Jasper McKee to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

THENCE: North 82 deg. 51 min. 55 sec. West a distance of 42.31 feet along the north line of said McKee tract to a 6" x 8" corner fence post.

THENCE: South 01 deg. 53 min. 46 sec. West a distance of 835.90 feet along the west line of said McKee tract and continuing along the west lines of tracts belonging to Russell Johnson (Deed Book 592 Page 222) and Roy Monday (Deed Book 543 Page 394) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set and in the west right-of-way line of State Route # 107 (60.0' right-of-way).

THENCE: South 42 deg. 22 min. 07 sec. West a distance of 36.10 feet along the west right-of-way line of said State Route # 107 to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to the New Zion Cemetery and being a southeast corner of the property herein described.

THENCE: North 79 deg. 46 min. 12 sec. West a distance of 360.75 feet along the north line of said Cemetery tract to a 6" round corner post. Said post being the northwest corner of said Cemetery and being the northeast corner of a tract belonging to Linda Humphries (Deed Book 609 Page 458).

THENCE: North 73 deg. 47 min. 02 sec. West a distance of 779.96 feet along the north line of said Humphries tract to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of said Humphries tract and lies in the east line of a tract belonging to Roy Houchens (Deed Book 521 Page 88).

THENCE: Along the lines of said Houchens tract (being a fence line) for the following
(8) Eight Calls:

(1) North 19 deg. 59 min. 31 sec. West a distance of 355.60 feet to a point.

(2) North 24 deg. 44 min. 32 sec. West a distance of 430.32 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(3) North 28 deg. 54 min. 20 sec. West a distance of 163.85 feet to a 18" Oak Tree.

(4) North 37 deg. 27 min. 14 sec. West a distance of 403.71 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(5) North 57 deg. 48 min. 09 sec. West a distance of 886.44 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of said Houchens tract.

(6) South 08 deg. 16 min. 56 sec. East a distance of 973.14 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(7) South 09 deg. 03 min. 34 sec. East a distance of 564.10 feet to a 36" dia. Cottonwood Tree.

(8) South 40 deg. 47 min. 01 sec. West a distance of 717.02 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to James Wilson (Deed Book 434 Page 698).

THENCE: North 77 deg. 58 min. 12 sec. West a distance of 686.06 feet along the north line of said Wilson tract (being a fence line) to a point.

THENCE: North 79 deg. 49 min. 25 sec. West a distance of 1460.16 feet along the north line of said Wilson tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being an inside corner of said Wilson tract and being the southwest corner of the property herein described.

THENCE: North 27 deg. 26 min. 14 sec. East a distance of 3860.21 feet along the east line of said Wilson tract (being a fence line) and continuing along the east line of a tract belonging to William Edwards (Deed Book 463 Page 687) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the end of said fence.

THENCE: North 27 deg. 11 min. 12 sec. East a distance of 824.31 feet along the east line of said Edwards tract and continuing along the east line of a tract belonging to Ronald Berry (Deed Book 627 Page 455) to a point in the south right-of-way line of said Dogwood Kelly Road. Said point being the northeast corner of said Berry tract and being the northwest corner of the property herein described.

THENCE: Along the south right-of-way line of said Dogwood Kelly Road for the following (21) Twenty one Calls:

(1) South 65 deg. 14 min. 49 sec. East a distance of 714.54 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(2) South 68 deg. 34 min. 32 sec. East a distance of 523.73 feet to the point of curvature.

(3) Along said curve to the left. Said curve having a Radius of: 1047.82 feet, an Arc Length of: 131.78 feet and a Chord of: South 72 deg. 31 min. 02 sec. East a distance of 131.69 feet to the point of tangent.

(4) South 76 deg. 07 min. 13 sec. East a distance of 226.97 feet to the point of curvature.

(5) Along said curve to the right. Said curve having a Radius of: 469.72 feet, an Arc Length of: 209.16 feet and a Chord of: South 63 deg. 21 min. 50 sec. East a distance of 207.44 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of tangent.

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(9) Along said curve to the right. Said curve having a Radius of: 382.56 feet, an Arc Length of: 213.26 feet and a Chord of: South 84 deg. 58 min. 21 sec. East a distance of 202.26 feet to the point of tangent.

(10) South 69 deg. 00 min. 09 sec. East a distance of 201.85 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(11) Along said curve to the right. Said curve having a Radius of: 173.96 feet, an Arc Length of: 86.16 feet and a Chord of: South 54 deg. 48 min. 47 sec. East a distance of 85.28 feet to the point of tangent.

(12) South 40 deg. 37 min. 25 sec. East a distance of 114.02 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(13) Along said curve to the left. Said curve having a Radius of: 210.44 feet, an Arc Length of: 142.20 feet and a Chord of: South 59 deg. 58 min. 51 sec. East a distance of 139.51 feet to the point of tangent.

(14) South 79 deg. 20 min. 21 sec. East a distance of 405.22 feet to a point.

(15) South 77 deg. 45 min. 41 sec. East a distance of 250.93 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(16) Along said curve to the left. Said curve having a Radius of: 306.49 feet, an Arc Length of: 52.99 feet and a Chord of: South 82 deg. 42 min. 51 sec. East a distance of 52.92 feet to the point of tangent.

(17) South 87 deg. 40 min. 02 sec. East a distance of 41.01 feet to the point of curvature.

(18) Along said curve to the right. Said curve having a Radius of: 436.28 feet, an Arc Length of: 143.29 feet and a Chord of: South 78 deg. 15 min. 28 sec. East a distance of 142.65 feet to the point of tangent.

(19) South 68 deg. 50 min. 54 sec. East a distance of 162.65 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(20) Along said curve to the left. Said curve having a Radius of: 511.79 feet, an Arc Length of: 168.60 feet and a Chord of: South 78 deg. 17 min. 09 sec. East a distance of 167.84 feet to the point of tangent.

(21) South 87 deg. 43 min. 24 sec. East a distance of 39.01 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of a tract belonging to the Dogwood Christian Church.

THENCE: South 14 deg. 34 min. 50 sec. West a distance of 275.30 feet along the west line of said Dogwood Christian Church tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the southwest corner of said Dogwood Christian Church.

THENCE: South 78 deg. 15 min. 38 sec. East a distance of 221.66 feet along the south line of said Dogwood Christian Church tract (being a fence line) to a found Stone. Said Stone being the southeast corner of said Dogwood Christian Church.

THENCE: North 15 deg. 12 min. 54 sec. East a distance of 297.21 feet along the east line of said Dogwood Christian Church tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set in the south right-of-way line of said Dogwood Kelly Road. Said pin being the northeast corner of said Dogwood Christian Church.

THENCE: South 77 deg. 17 min. 42 sec. East a distance of 470.05 feet along the south right-of-way line of said Dogwood Kelly Road to a point.

THENCE: South 78 deg. 29 min. 46 sec. East a distance of 22.28 feet along the south right-of-way line of said Dogwood Kelly Road the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

PID: 135-0000042.00

EXHIBIT D

Solar Energy Ground Lease and Easement Agreement

[Attached]

SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT

This SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT (“Lease”) is made on _____, 20__ (“Effective Date”) by and between **Kenneth L. Miller and Joanna K. Miller**, husband and wife (“Landowner”) and **Oriden, LLC**, a Delaware limited liability company, and its successors, assigns or sublessees (“Lessee”).

BASIC LEASE TERMS

Landowner:	Kenneth L. Miller and Joanna K. Miller , husband and wife
Landowner’s Address:	Kenneth and Joanna Miller 1998 Poole Mill Road Crofton, KY 42217
Lessee:	Oriden, LLC , a Delaware limited liability company
Lessee’s Address:	Oriden, LLC. 106 Isabella Street, Suite 400 Pittsburgh, PA 15212
Property:	Approximately 369.08 acres as more particularly described in <u>Exhibit A</u> attached hereto.
Premises:	That portion of the Property leased by Lessee hereunder, as more particularly described on <u>Exhibit B</u> attached hereto, for the development, operation and maintenance of the Project.
Project(s):	Lessee’s solar energy project(s) comprised of Solar Facilities (defined below), all or a portion of which may be located on the Premises.
Construction Date:	The Construction Date is the date when construction of Solar Facilities commences in connection with the Project, regardless of whether construction has commenced on the Premises.
Construction Period:	The Construction Period commences on the Construction Date and expires on the earlier of (i) the second (2 nd) anniversary of the Construction Date, (ii) the date on which Lessee gives Landowner a Termination Notice, or (iii) the Commercial Operation Date.
Commercial Operation Date:	The Commercial Operation Date is the date of the first commercial deliveries of electrical energy to the local utility

	grid from the Project. Lessee may, but shall have no obligation to, provide a notice of the Commercial Operation Date, and may record such notice against the Premises.
Lease Term:	If the Lessee has not given a Termination Notice prior to the expiration of the Construction Period, the Lease Term shall commence on the Effective Date and expire at 11:59 p.m. on the thirtieth (30th) anniversary of the December 31 immediately following the Commercial Operation Date.
Renewal Terms:	Lessee shall have the right, at its option, to extend the Lease Term for two (2) additional periods of ten (10) years.
Annual Rent:	Commencing on the Construction Date and continuing throughout the Lease Term, and any Renewal Terms, Lessee will pay to Landowner [REDACTED] per acre with a [REDACTED] annual escalator of the Premises.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of each party contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landowner and Lessee hereby agree as follows:

ARTICLE I. Premises; Use; Easements

Section 1.1 Lease of Premises for Solar Energy Purposes.

Landowner leases the Premises to Lessee, and Lessee leases the Premises from Landowner for the purpose of developing, constructing, installing, using, maintaining, operating, replacing, relocating and removing all or any portion of the Project, including but not limited to monitoring, testing (including without limitation, environmental, archaeological and geotechnical test and studies) and evaluating the Premises for solar energy generation; activities related to the production of solar energy including solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Lessee’s use of the Premises shall include the right to create noise, electric and magnetic fields, and impacts to the view of and from the Property. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use any portion of the Property for Solar Energy Purposes. The term “**Solar Energy Purposes**” means converting solar energy into electrical energy or collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 1.2 No Required Construction or Production.

Lessee makes no representations or warranties to Landowner regarding the likelihood of success of development or power generation from the Premises. Nothing contained in this Lease shall be construed as requiring Lessee (i) to undertake construction or installation or to alter or remove any Project on the Premises or elsewhere, except for removal of all Solar Facilities upon the expiration, surrender or earlier termination of this Lease as provided herein; (ii) to continue operation of any Solar Facilities from time to time located on the Premises or elsewhere; (iii) to generate or sell any minimum or maximum amount of electrical energy from the Premises; and the decision if, when and to what extent that such construction and generation will occur shall be solely in Lessee's discretion. Landowner acknowledges that Lessee has made no representations or warranties to Landowner, including any regarding development of, or the likelihood of power generation from, the Premises.

Section 1.3 Use.

Lessee shall use the Premises only for Solar Energy Purposes and any lawful purposes reasonably related thereto.

Section 1.4 Siting.

Lessee and Landowner acknowledge that the Site Plan may not reflect the final location of the Project, and Lessee agrees to consult with Landowner prior to finalizing the Project design and layout. Landowner and Lessee agree to replace **Exhibit B** with the final Site Plan once agreed to between Landowner and Lessee, at which time the Premises shall be the location set forth on such final Site Plan; provided, however, that Lessee shall make all such final siting decisions in Lessee's sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the Term (as defined below) of this Lease.

Section 1.5 Easements.

(a) **Access Easement.** Landowner hereby grants to Lessee, for the Term, an easement on, over, under, upon and across and on the Property for ingress to and egress from Solar Facilities whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the "**Access Easement**"). Lessee shall have the right to improve, maintain, replace and repair existing roads and lanes, or to build new roads, shall run with and bind the Property for the benefit of the Premises, and shall inure to the benefit of and be binding upon Landowner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(b) **Solar Easement.** Landowner hereby grants and conveys to Lessee, for the Term, an easement (the "**Solar Easement**") on, over and across the Property, for the benefit of the Premises, for direct sunlight to any solar panels installed on the Premises ("**Solar Access**"). As grantee under the Solar Easement, Lessee shall have the right to trim, cut down and remove any trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which obstruct Solar Access or otherwise interfere with or endanger the Project. For the avoidance of doubt, Landowner shall not be allowed to construct or

permit the construction of any improvements on the property that would impede Solar Access to the Project.

(c) **Utility Easement.** Landowner hereby grants and conveys to Lessee, for the Term, a non-exclusive access and utility easement (the “**Utility Easement**,” and together with the Access Easement and Solar Easement, the “**Easements**”), for the benefit of the Premises, (i) on, over and across the Property for the purpose of accessing any such systems or utility lines for the purpose of repair or maintenance; (ii) on, over, under and across those portions of the Property identified on the Site Plan for the purpose of constructing, reconstructing, replacing, removing, maintaining, operating and using from time to time a system of underground electrical lines and/or above-ground poles and such wires and cables as from time to time are suspended therefrom, together with all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said poles, wires, cables and lines; and (iii) on, over and across any portion of the Property reasonably necessary for the purpose of erecting, constructing, installing, replacing, repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining electrical lines any and all utilities (including water, wastewater, storm water detention, drainage, electric, telephone, gas, cable television, and electronic data transmission services), together with all lines, pipes, conduits and other equipment, improvements and appurtenances used in the supply and provision of such utilities; provided that the location of any such electrical lines and utilities shall not unreasonably interfere with Landowner’s use and operation of the Property.

(d) **Separate and Additional Easements.** Upon the request of Lessee at any time and from time to time during the Term, Landowner shall deliver to Lessee, duly executed and in recordable form, (A) stand-alone versions and/or Landowner’s countersignature on and/or consent to any subeasements granted by Lessee to a third party, and (B) Lessee shall deliver to Lessee a subeasement of any easement that has been granted to Landowner (a “**Landowner Easement**”) to the extent Landowner has the right to grant same under such Landowner Easement. Additionally, if at any time during the Term, commercial operation of the Project reasonably requires /additional easements on the Property in favor of third parties, including but not limited to any independent system operator with jurisdiction over the system in which the applicable Project operates, the transmission system owner or operator to whose transmission lines any Project interconnects, the phone or other communications provider, or the off-taker to whom output from any Project is to be sold, Landowner shall upon request of Lessee or such third party grant such easement in such location or locations as such party may reasonable request for a reasonable fee agreed to by Landowner and Lessee or such third party.

(e) **Running with the Land.** The burdens of the Easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property, binding upon and against Landowner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors and assigns.

(f) **Landowner Rights.**

(i) Landowner may not use the Property in a manner inconsistent with Lessee’s use of any access roads or any of the Easements granted herein;

(ii) Any such use of the Property by Landowner shall not include solar energy development or the installation of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Lessee in this Lease);

(iii) Landowner shall not enter into any easements, leases or other agreements with respect to the Premises (or the Property, to the extent it affects any rights of Lessee hereunder) after the Effective Date without the prior written approval of Lessee, which approval may not be unreasonably withheld, conditioned or delayed ; any such easements, leases or agreements which Lessee approves shall expressly provide that they are subject to and subordinate in all respects to this Lease and to the rights and obligations of Landowner and any assignee hereunder;

(iv) Landowner shall, at Landowner's sole cost and expense, have the express right to farm or perform other agricultural, grazing or other operations, and any other third party use or operation on the Premises during the period Construction Period; provided that all such rights to use, operate or otherwise possess the Premises shall terminate and cease no later than the Construction Date, and for the avoidance of doubt, Landowner shall not have the right to use the Premises for any reason during the Term except as expressly authorized herein.

(g) **Reduction of Premises.** Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation and/or operation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee's sole discretion. Upon Lessee's exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

(h) **Division into Separate Leases.** Lessee may use the Premises for one or more Projects on the Premises and designate such Projects in its sole discretion. If Lessee elects to divide the Premises into multiple Projects, Landowner shall, within twenty (20) days after written request from Lessee, and without demanding any additional consideration, cooperate with Lessee in bifurcating this Lease by entering into and delivering to Lessee two or more new leases (which shall supersede and replace this Lease) that provide Lessee with separate leasehold estates in different portions of the Premises, as designated by Lessee. Each of such new leases shall: (a) specify the portion(s) of the Premises to be covered thereby, (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Lessee prior to the execution of such new leases, and except for any modifications that may be required to ensure that each party's combined obligations under such new leases do not exceed such party's obligations under this Lease) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term; and (d) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landowner. Further, notwithstanding any other provision of this Lease, in the event of any uncured default under any such new lease, such default shall not affect, or cause a termination of, any other such new lease or any rights or interests granted under any other such new lease.

Section 1.6 Landowner's Rights. Subject to the Easements, Landowner retains the full right to use the portion of the Property not included within the Premises; provided that:

(a) Landowner may not use the Property in a manner inconsistent with Lessee's use of any access roads or any of the Easements (hereinafter defined) granted herein;

(b) Any such use of the Property by Landowner shall not include solar energy development or the installation of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Lessee in this Lease); and

(c) Landowner shall not enter into any easements, leases or other agreements with respect to the Premises (or the Property, to the extent it affects any rights of Lessee hereunder) during the Term without the prior written approval of Lessee; provided that Landowner may grant a mortgage or deed to secure debt encumbering the Property, including the Premises, so long as Landowner obtains a non-disturbance agreement in form and substance reasonably satisfactory to Lessee stating that the lender shall not disturb the quiet possession of the Premises by Lessee pursuant to the terms of this Lease.

Section 1.7 Landowner Improvements. Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the "**Existing Homestead**"), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an "**Improvement**") located on the Property outside of the Existing Homestead. Landowner may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Landowner has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Landowner may replace any structure or improvement located in the Property as of the Effective Date (the "**Original Structure or Improvement**") with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the "**New Structure or Improvement**"), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Landowner would like a variance of the preceding requirements, Landowner may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee's sole discretion

ARTICLE II.

Term

Section 2.1 Term.

(a) **Term.** Lessee's rights under the Lease commence on the Effective Date and continue through the Renewal Terms, if any, unless earlier terminated pursuant to the terms hereof (the "**Term**").

(b) **Option Exercised.** Landowner and Lessee hereby acknowledge and agree that Landowner previously granted to Lessee an option for this Lease ("**Option**"), that Lessee has timely exercised the Option and Landowner has received all of the payments due to Landowner under the Option agreement.

(c) **Renewal Term(s).** Lessee shall have the right, at its option, to extend the Lease Term for the Renewal Terms (each, a “**Renewal Term**”). To exercise an option to extend the Lease Term for a Renewal Term, Lessee must deliver a written extension notice to Landowner prior to the expiration of the Lease Term or the Renewal Term, as applicable. Lessee must deliver the written notice. The Lease Term shall continue during each Renewal Term on the same terms and conditions applicable during the Lease Term, except as specifically provided herein. If Lessee fails to effectively exercise an option to renew the Lease Term, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Lease Term hereof.

Section 2.2 Termination of the Lease.

Lessee may terminate this Lease with respect to all or a portion of the Premises at any time and for any reason by giving Landowner a notice of termination (“**Termination Notice**”) at least thirty (30) days in advance. Lessee shall pay to Landowner any and all payments due pursuant to this Lease through the thirtieth (30th) day after Landowner’s receipt of the Termination Notice.

Section 2.3 Part of a Larger Project.

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee’s use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III. Payments and Taxes

Section 3.1 Annual Rent.

Within forty-five (45) days after the Commercial Operation Date, and by February 15th of each subsequent year of the Lease Term and any Renewal Term, Lessee shall pay Landowner the sum of [REDACTED] with a [REDACTED] annual escalator, multiplied by the acreage of the Premises (prorated for any partial acres within the Premises, rounded to the nearest hundredth of an acre) as rent for the Premises (the “**Annual Rent**”). The Annual Rent payment for the first and last years of the Lease Term, if less than a full calendar year, shall be prorated based on the number of days remaining in such calendar year.

Section 3.2 Taxes, Assessments and Utilities.

(a) **Real Property Taxes.** Landowner shall pay, when due, all real property taxes and assessments levied against the Property and all personal property taxes and assessments levied against any property and improvements owned by Landowner and located on the Property. Subject to Section 3.2 (c), if Landowner shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Rent otherwise due to Landowner from Lessee.

In the event that the local governmental authority requires that the Premises be a separate tax parcel, any cost incurred in connection with the creation of such separate tax parcel shall be shared equally between the parties.

(b) **Personal Property Taxes.** Lessee shall pay all personal property taxes and assessments levied against the Project when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of the installation of the Project on the Premises, including any reclassification of the Premises (which may trigger the assessment of rollback taxes or an increase in the assessment ratio applicable to the Premises), Lessee shall pay or reimburse Landowner an amount equal to the rollback tax plus the increased tax within thirty (30) days after Landowner provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes.

(c) **Permitted Contests.** Either party, including the Lessee in Landowner's name, shall have the right to contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has (i) paid the obligation in question, or (ii) so long as the contest has the effect of preventing the collection of tax, assessment or charge and the sale or foreclosure of any lien for such tax, assessment or charge, established adequate reserves to pay the obligation in the event of an adverse determination.

(d) **Utilities.** Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Project or Lessee on the Premises.

Section 3.3 Property Damage.

In the event the Property is damaged by Lessee or its contractors, licensees or other invitees in the course of the construction of the Project, ordinary wear and tear excluded, Lessee shall, at Lessee's sole option, either repair any such property damage or reimburse Landowner for Landowner's actual out-of-pocket costs for repairing such damage within thirty (30) days after Lessee's receipt of invoices evidencing such costs.

Section 3.4 Severance of Lease Payments.

Landowner acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to either (a) assign payments due to Landowner under the Lease to a third party without the consent of Lessee or (b) reserve the right to receive payments due to Landowner under the Lease in the event the Premises is transferred to a third party. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction.

(a) The parties anticipate and acknowledge that Landowner or Landowner's renters may suffer damage to crops, fences, and other property or improvements on the Premises

during Lessee's development of Solar Facilities on the Premises. Lessee shall reimburse Landowner for any such damages within thirty (30) days after determining the extent of damage. Notwithstanding any provision herein to the contrary, Landowner acknowledges and agrees that it shall not be allowed to grow crops on the Premises or allow others to grow crops on the Premises (whether pursuant to a lease or other occupancy agreement) during a calendar year if, by December 1st prior to such calendar year when the growing of crops is disallowed, Lessee provides Landowner with written notice stating that Lessee intends to construct the Project in the following year ("**Construction Notice**"). In no event will Lessee have any obligation to pay Crop Damages (as defined in subsection (b) below) for any damage to crops caused by Lessee's activities on the Premises after the date of the Construction Notice.

(b) Crop damages will be calculated by the following formula: $\text{Price} \times \text{Yield} \times \text{Percentage of Damage} \times \text{Acreage} = \text{"Crop Damages"}$. Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the immediately previous two (2) years' yields of the same crop as the damaged crop, according to Landowner's records, as received from and certified by Landowner, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Landowner's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Landowner does not have yield records available, the Landowner will use FSA records for the county in which the Premises is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Landowner or Landowner's renters any loss of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV.

Covenants, Representations and Warranties

Section 4.1 Covenants of Lessee. Lessee hereby covenants and agrees as follows:

(a) **Mechanic's Liens.** Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee causes the lien to be discharged of record or bonded over within forty-five (45) days after Lessee receives written notice of the filing thereof. Lessee agrees to provide for ultimate removal before it affects Landowner's rights on the Premises.

(b) **Permits and Laws.** Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such

orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises or the Project of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Landowner unless Landowner has specifically agreed to join the action. Landowner agrees not to unreasonably withhold its agreement to join such action. If Landowner agrees to join the action, Landowner shall cooperate in every reasonable way in such contest, provided Lessee reimburses Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

(c) **Lessee's Improvements.**

(i) After the construction of the Project, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Project to substantially the same condition that such portions of the Premises were in prior to the construction of the Project. At its sole discretion, Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, fencing, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee (with the exception of road improvements made to the areas subject to the Access Easement) pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this Section 4.1(c)

(ii) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be relocated, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear and damage from casualty excepted.

(d) **Removal of the Project.**

If Lessee fails to remove any of the Solar Facilities, with the exception of roads and ground level pads, on the Property within twelve (12) months after the date the Term expires or the Lease terminates, such Solar Facilities shall be considered abandoned by Lessee and Landowner may either: (i) remove the remaining Solar Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Lessee; or (ii) consider the Solar Facilities abandoned, at which time the remaining Solar Facilities shall become the property of Landowner. If Lessee fails to remove any of the Solar Facilities as required, and Landowner elects to remove such Solar Facilities at Landowner's expense, Lessee shall reimburse Landowner for all reasonable out-of-pocket costs of removing those Solar Facilities, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner accompanied by reasonable supporting documentation, which amount may be drawn from the Removal Security (defined below).

On the fifteenth (15th) anniversary of the Commercial Operation Date and for the remainder of the Term, Lessee shall provide either a surety bond or escrow funds (the “**Removal Security**”) to secure Lessee’s obligations under this Section 4.3, which Removal Security shall be in the name of Landowner and/or the applicable governmental authority. Lessee shall provide Landowner written notice upon the establishment of such Removal Security, which notice shall identify the location, instructions on how to draw and amount of the Removal Security. The Removal Security shall be equal to the lesser of (i) the estimated amount, if any (the “**Net Removal Costs**”), by which the cost of removing the Solar Facilities exceeds the salvage value of such Solar Facilities, which Net Removal Costs shall be determined as set forth below; or (ii) if applicable governmental rules or permits for the Solar Facilities require the posting of security for removal of such Solar Facilities, the amount of necessary to satisfy the requirements of such governmental rules or permits. To the extent that the Net Removal Costs are zero (or negative), Lessee shall not be required to provide the Removal Security; provided, however, that Lessee shall re-evaluate the need for and amount of the Removal Security annually after the fifteenth (15th) anniversary of the Commercial Operation Date. Net Removal Costs shall be determined by the parties hereto acting in good faith. If the parties cannot agree upon the Net Removal Costs within sixty (60) days of their first attempt to do so, then the Net Removal Costs shall be determined by an independent engineer mutually selected by the parties, at Lessee’s expense.

(e) **Insurance.** Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee’s activities on the Premises at all times during the Term, including comprehensive general liability insurance with a minimum combined occurrence and annual limitation of [REDACTED] for the period commencing on the Effective Date and continuing through the Construction Period and [REDACTED] for the period commencing upon the expiration of the Construction Period and the earlier of the date the Solar Facilities are fully removed from the Property after the expiration or earlier termination of the Term or twelve (12) months following the expiration or earlier termination of the Term. Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well. Any such policies shall name Landowner as an additional insured and shall provide for thirty (30) days prior written notice to Landowner of any cancellation or material change. Lessee shall provide Landowner with copies of certificates of insurance evidencing this coverage upon request by Landowner. Policies shall provide coverage for any costs of defense or related fees incurred by Landowner. Lessee shall reimburse Landowner for any increase in Landowner’s insurance premiums relating to the Premises, but only to the extent that such increase is directly and exclusively caused by the installation of the Solar Facilities or Lessee’s operations on the Premises.

(f) **Essential Services.** Subject to Lessee’s exclusive rights in Section 1.1, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities

Section 4.2 Covenants of Landowner.

(a) **Title and Authority.** Except to the extent otherwise stated in this Lease, Landowner is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Landowner has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (i) those currently of record in the county where the Property are located, or (ii) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Landowner shall, at Landowner's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Landowner to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Landowner, this Lease constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.

(b) **Cooperation to Eliminate Lien Interference and Approvals.** Landowner shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Landowner's title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder or property owner with any rights or interests superior to those granted to Lessee under this Lease. Landowner, at no cost or expense to Landowner, shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities, including without limitation any permit, approval or covenant required by the Kentucky Energy and Environment Cabinet. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Landowner hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of Solar Facilities on the Property and/or Projects related thereto. Landowner shall also .

(c) **Quiet Enjoyment.** As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Landowner or any person claiming through Landowner. Landowner's activities on the Premises and any grant of rights Landowner makes to any other person with respect to the Premises shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, including the Easements.

(d) **Operation of the Solar Facilities.** Landowner acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property and will cause or emit electromagnetic and frequency interference. Landowner covenants and agrees that the Landowner shall not assert that the Solar Facilities constitute a nuisance.

(e) **Maintenance of the Premises.** Landowner will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Landowner will maintain all other roads or trails on the Premises.

(f) **Hazardous Materials.** Landowner shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Landowner's operations, any substance which is defined as a "hazardous substance," "hazardous material," or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Landowner represents to Lessee that Landowner has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify, defend and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE V.

Assignment; Encumbrance; Continuing Nature

Section 5.1 Right to Assign/Transfer.

Lessee may at any time sell, convey, assign, sublet or otherwise transfer the whole or any portion or portions of its interests in and to this Lease, the Premises and/or the Solar Facilities and any related facilities, including, without limitation, through the grant of equal or subordinate rights and interests such as co-leases, separate leases, co-easements, separate easements, sub-easements, licenses or similar rights to one or more persons or entities, in each case without Landowner's consent (any such sale, assignment, or other transfer, hereinafter a "**Transfer**" and the interests conveyed by such Transfer, hereinafter the "**Transferred Interests**"). Following such Transfer, the term "**Lessee**" shall be deemed to include each entity then holding any Transferred Interest (each, a "**Transferee**") and Landowner shall recognize such Transferee as Lessee's legal successor with respect to such Transferred Interest. Furthermore, upon a Transfer, (i) the transferee shall have all of the rights, benefits, and obligations of Lessee under and pursuant to this Lease with respect to such Transferred Interest; and (ii) Lessee shall be relieved of all of its duties and obligations under this Lease relating to the Transferred Interests accruing after the effective date of such Transfer. No transferee, by virtue of Lessee's Transfer to it, shall acquire any greater interest in the Transferred Interests than Lessee shall have had prior to such Transfer.

Section 5.2 Right to Encumber.

Lessee may at any time mortgage all or any part of its interest in and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in and rights under this Lease to one or more entities (each, a "**Lender**" and collectively, "**Lenders**"). The rights of any and all such Lender(s) are set forth on Exhibit C attached hereto and made a part hereof. No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

Section 5.3 Continuing Nature of Obligations.

The burdens of the Easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

**ARTICLE VI.
Condemnation**

Section 6.1 Effect of Condemnation.

If eminent domain proceedings are commenced against all or any portion of the Premises or the Easements, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Property, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 6.2 Condemnation Proceeds.

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Landowner, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 6.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 6.2.

**ARTICLE VII.
Default/Termination**

Section 7.1 Events of Default.

(a) Each of the following shall constitute an "**Event of Default**" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity.

(i) Any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for forty-five (45) days after written notice ("**Notice of Default**") from Landowner;

(ii) Any other breach of this Lease by either party which continues for forty-five (45) days after Notice of Default from the non-defaulting party or, if the cure will take longer than forty-five (45), the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 7.2 **Surrender.**

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Landowner in good order and condition, reasonable wear and tear excepted, including without limitation, the removal of the Project and all improvements, structures, facilities, personal property, furniture, fixtures and equipment located on the Premises (but not including any driveways, ground level pads or foundations) (all such items or structures being individually and collectively, the “**Improvements**”). Lessee shall have the right and license to enter upon the Site to deconstruct and remove the Improvements from the Site within one hundred and eighty (180) days after the expiration or earlier termination of this Lease. The provisions of this **Error! Reference source not found.** shall survive any termination or expiration of the leasehold interest granted to Lessee hereunder, and the insurance and indemnification obligations of Lessee shall continue in full force and effect until the Improvements are removed from the Premises and all resultant injuries to the Site (but not including any driveways, ground level pads, or foundations) are remedied (reasonable wear and tear excepted).

Section 7.3 **Remedies.**

Landowner acknowledges and agrees that should Landowner breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Landowner agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Landowner agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE VIII. **Indemnity**

Each party agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Landowner, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

ARTICLE IX. **Miscellaneous**

Section 9.1 Notice.

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Landowner: Attn:
 Kenneth L. Miller and Joanna K. Miller
 1998 Poole Mill Road
 Crofton, KY 42217

To Lessee: Attn:
 Oriden, LLC
 106 Isabella St., Suite 400
 Pittsburgh, PA 15212

With a copy to: Attn:

Section 9.2 Relationship of the Parties; No Third-Party Beneficiaries.

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Landowner and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Landowner and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement.

It is mutually understood and agreed that this Lease constitutes the entire agreement between Landowner and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or

written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) **Governing Law.** This Lease is made in Kentucky and shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of law principles. If a dispute arises out of or related to the Lease, and if said dispute cannot be resolved through negotiations, the parties agree first to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to litigation. Any mediation or litigation shall take place in the County and State in which the Project is located. Each party shall have all rights and remedies available at law or equity.

(b) **Punitive Damages.** Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Landowner and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

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

Section 9.5 Cooperation.

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Landowner re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Landowner shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Landowner agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver.

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Landowner hereunder, Lessee shall offset the amount of such overpayments to Landowner against future payments due to Landowner from Lessee hereunder.

Section 9.7 Force Majeure.

Neither Landowner nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.

Section 9.8 Confidentiality.

Landowner and Lessee shall maintain in confidence all confidential and proprietary information of the other party, including without limitation, the terms and conditions of this Lease, the payments to be made hereunder, Lessee's product design, wildlife survey data, methods of operation, methods of construction, meteorological data, and the like. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits.

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Landowner's option, Landowner and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability.

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts.

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease.

Landowner and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee, as set forth on **Exhibit D** attached hereto. Landowner hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Landowner, Lessee agrees to provide a recordable acknowledgement of such termination to Landowner.

Section 9.13 Multiple Owners.

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Landowner any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Landowner in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Landowner. At Lessee's election such payment may be by joint check or checks payable to the Landowner parties known to Lessee. The parties comprising Landowner shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Landowner hereby irrevocably directs and authorizes Lessee to make all payments payable to Landowner under this Lease and to provide all notices to Landowner under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Landowner, or to such other single person that all parties comprising Landowner shall direct by written notice to Lessee. The parties comprising Landowner shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Landowner shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Landowner under this Lease or the performance of any obligation owed to Landowner under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Landowner under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Landowner agree on pursuing such right or remedy and so notify Lessee in writing.

[Signatures on following pages]

**SIGNATURE PAGE TO SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed
as of the Effective Date.

LANDOWNER:

Kenneth L. Miller and Joanna K. Miller,
husband and wife

By: *Kenneth L. Miller*
Name: Kenneth L. Miller
Title: Owner

By: *Joanna K. Miller*
Name: Joanna K. Miller
Title: Owner

**SIGNATURE PAGE TO SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LESSEE:

Oriden, LLC, a Delaware limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel 1:

Being a 369.089 acre parcel of land as surveyed by Dennis W. Looper KY, L.L.S. #3437 of Purchase Area Surveying Inc. on January 2nd, 2007 and being located on the south side of Dogwood Kelly Road and the west side of State Route # 107 and lies approximately 7.0 miles northeast of the Hopkinsville community of Christian County Kentucky.

And more particularly described as beginning at a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set in the south right-of-way line of Dogwood Kelly Road (50.0' right-of-way) and in the west right-of-way line of State Route # 107 (60.0' right-of-way). Said pin being the northeast corner of the property herein described and lies on a bearing of South 68 deg. 59 min. 26 sec. West a distance of 46.51 feet from the centerline intersection of said Roads.

THENCE: South 28 deg. 49 min. 30 sec. West a distance of 485.34 feet along the west right-of-way line of said State Route # 107 to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to Kenneth Tucker and being a southeast corner of the property herein described.

THENCE: North 78 deg. 39 min. 40 sec. West a distance of 167.52 feet along the north line of said Tucker tract to a found 1" dia. steel pipe. Said pipe being the northwest corner of said Tucker tract.

THENCE: South 24 deg. 42 min. 38 sec. West a distance of 397.68 feet along the west line of said Tucker tract to a found 1" dia. steel pipe. Said pipe being the southwest corner of said Tucker tract and lies in the north line of a tract belonging to Dwight Scott (Deed Book 594 Page 336).

THENCE: North 49 deg. 42 min. 31 sec. West a distance of 354.88 feet along the north line of said Scott tract to a 6" x 8" corner fence post. Said post being the northwest corner of said Scott tract.

THENCE: South 43 deg. 39 min. 05 sec. West a distance of 861.10 feet along the west line of said Scott tract to a found 1/2" dia steel pin.

THENCE: South 42 deg. 18 min. 45 sec. West a distance of 663.07 feet along the west line of said Scott tract to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the southwest corner of said Scott tract and being the northwest corner of a tract belonging to William Powers (Deed Book 608 Page 684).

THENCE: South 42 deg. 35 min. 12 sec. West a distance of 398.10 feet along the west line of said Powers tract and continuing along the west line of a tract belonging to Jasper McKee to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

THENCE: North 82 deg. 51 min. 55 sec. West a distance of 42.31 feet along the north line of said McKee tract to a 6" x 8" corner fence post.

THENCE: South 01 deg. 53 min. 46 sec. West a distance of 835.90 feet along the west line of said McKee tract and continuing along the west lines of tracts belonging to Russell Johnson (Deed Book 592 Page 222) and Roy Monday (Deed Book 543 Page 394) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set and in the west right-of-way line of State Route # 107 (60.0' right-of-way).

THENCE: South 42 deg. 22 min. 07 sec. West a distance of 36.10 feet along the west right-of-way line of said State Route # 107 to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to the New Zion Cemetery and being a southeast corner of the property herein described.

THENCE: North 79 deg. 46 min. 12 sec. West a distance of 360.75 feet along the north line of said Cemetery tract to a 6" round corner post. Said post being the northwest corner of said Cemetery and being the northeast corner of a tract belonging to Linda Humphries (Deed Book 609 Page 458).

THENCE: North 73 deg. 47 min. 02 sec. West a distance of 779.96 feet along the north line of said Humphries tract to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of said Humphries tract and lies in the east line of a tract belonging to Roy Houchens (Deed Book 521 Page 88).

THENCE: Along the lines of said Houchens tract (being a fence line) for the following (8) Eight Calls:

(1) North 19 deg. 59 min. 31 sec. West a distance of 355.60 feet to a point.

(2) North 24 deg. 44 min. 32 sec. West a distance of 430.32 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(3) North 28 deg. 54 min. 20 sec. West a distance of 163.85 feet to a 18" Oak Tree.

(4) North 37 deg. 27 min. 14 sec. West a distance of 403.71 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(5) North 57 deg. 48 min. 09 sec. West a distance of 886.44 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of said Houchens tract.

(6) South 08 deg. 16 min. 56 sec. East a distance of 973.14 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(7) South 09 deg. 03 min. 34 sec. East a distance of 564.10 feet to a 36" dia. Cottonwood Tree.

(8) South 40 deg. 47 min. 01 sec. West a distance of 717.02 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to James Wilson (Deed Book 434 Page 698).

THENCE: North 77 deg. 58 min. 12 sec. West a distance of 686.06 feet along the north line of said Wilson tract (being a fence line) to a point.

THENCE: North 79 deg. 49 min. 25 sec. West a distance of 1460.16 feet along the north line of said Wilson tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being a inside corner of said Wilson tract and being the southwest corner of the property herein described.

THENCE: North 27 deg. 26 min. 14 sec. East a distance of 3860.21 feet along the east line of said Wilson tract (being a fence line) and continuing along the east line of a tract belonging to William Edwards (Deed Book 463 Page 687) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the end of said fence.

THENCE: North 27 deg. 11 min. 12 sec. East a distance of 824.31 feet along the east line of said Edwards tract and continuing along the east line of a tract belonging to Ronald Berry (Deed Book 627 Page 455) to a point in the south right-of-way line of said Dogwood Kelly Road. Said point being the northeast corner of said Berry tract and being the northwest corner of the property herein described.

THENCE: Along the south right-of-way line of said Dogwood Kelly Road for the following (21) Twenty one Calls:

(1) South 65 deg. 14 min. 49 sec. East a distance of 714.54 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(2) South 68 deg. 34 min. 52 sec. East a distance of 523.73 feet to the point of curvature.

(3) Along said curve to the left. Said curve having a Radius of: 1047.82 feet, an Arc Length of: 131.78 feet and a Chord of: South 72 deg. 31 min. 02 sec. East a distance of 131.69 feet to the point of tangent.

(4) South 76 deg. 07 min. 13 sec. East a distance of 226.97 feet to the point of curvature.

(5) Along said curve to the right. Said curve having a Radius of: 469.72 feet, an Arc Length of: 209.16 feet and a Chord of: South 63 deg. 21 min. 50 sec. East a distance of 207.44 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of tangent.

(6) South 50 deg. 36 min. 26 sec. East a distance of 404.85 feet to the point of curvature.

(7) Along said curve to the left. Said curve having a Radius of: 268.03 feet, an Arc Length of: 235.47 feet and a Chord of: South 75 deg. 46 min. 29 sec. East a distance of 227.97 feet to the point of tangent.

(8) North 79 deg. 03 min. 28 sec. East a distance of 118.99 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(9) Along said curve to the right. Said curve having a Radius of: 382.56 feet, an Arc Length of: 213.26 feet and a Chord of: South 84 deg. 58 min. 21 sec. East a distance of 202.26 feet to the point of tangent.

(10) South 69 deg. 00 min. 09 sec. East a distance of 201.85 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(11) Along said curve to the right. Said curve having a Radius of: 173.96 feet, an Arc Length of: 86.16 feet and a Chord of: South 54 deg. 48 min. 47 sec. East a distance of 85.28 feet to the point of tangent.

(12) South 40 deg. 37 min. 25 sec. East a distance of 114.02 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(13) Along said curve to the left. Said curve having a Radius of: 210.44 feet, an Arc Length of: 142.20 feet and a Chord of: South 59 deg. 58 min. 51 sec. East a distance of 139.51 feet to the point of tangent.

(14) South 79 deg. 20 min. 21 sec. East a distance of 405.22 feet to a point.

(15) South 77 deg. 45 min. 41 sec. East a distance of 250.93 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(16) Along said curve to the left. Said curve having a Radius of: 306.49 feet, an Arc Length of: 52.99 feet and a Chord of: South 82 deg. 42 min. 51 sec. East a distance of 52.92 feet to the point of tangent.

(17) South 87 deg. 40 min. 02 sec. East a distance of 41.01 feet to the point of curvature.

(18) Along said curve to the right. Said curve having a Radius of: 436.28 feet, an Arc Length of: 143.29 feet and a Chord of: South 78 deg. 15 min. 28 sec. East a distance of 142.65 feet to the point of tangent.

(19) South 68 deg. 50 min. 54 sec. East a distance of 162.65 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(20) Along said curve to the left. Said curve having a Radius of: 511.79 feet, an Arc Length of: 168.60 feet and a Chord of: South 78 deg. 17 min. 09 sec. East a distance of 167.84 feet to the point of tangent.

(21) South 87 deg. 43 min. 24 sec. East a distance of 39.01 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of a tract belonging to the Dogwood Christian Church.

THENCE: South 14 deg. 34 min. 50 sec. West a distance of 275.30 feet along the west line of said Dogwood Christian Church tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the southwest corner of said Dogwood Christian Church.

THENCE: South 78 deg. 15 min. 38 sec. East a distance of 221.66 feet along the south line of said Dogwood Christian Church tract (being a fence line) to a found Stone. Said Stone being the southeast corner of said Dogwood Christian Church.

THENCE: North 15 deg. 12 min. 54 sec. East a distance of 297.21 feet along the east line of said Dogwood Christian Church tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set in the south right-of-way line of said Dogwood Kelly Road. Said pin being the northeast corner of said Dogwood Christian Church.

THENCE: South 77 deg. 17 min. 42 sec. East a distance of 470.05 feet along the south right-of-way line of said Dogwood Kelly Road to a point.

THENCE: South 78 deg. 29 min. 46 sec. East a distance of 22.28 feet along the south right-of-way line of said Dogwood Kelly Road the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

PID: 135-0000042.00

EXHIBIT B

SITE PLAN

EXHIBIT C

SPECIAL FINANCING AND LENDER PROTECTIONS

For purposes of this Exhibit C, all references to “Lessee” shall also include any Transferee.

1. Lender’s Right to Possession, Right to Acquire and Right to Assign. A Lender shall have the absolute right to do one, some or all of the following things without further consent from Landowner: (a) assign its lender’s lien; (b) enforce its lender’s lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to Lessee’s leasehold and easement estates (individually or collectively, as the context may require, “**Leasehold Estate**”) granted by this Lease; (d) take possession of and operate the Project and the Solar Facilities or any portion thereof and perform any obligations to be performed by Lessee hereunder, or cause a receiver to be appointed to do so; (e) assign or transfer the Leasehold Estate or sublease to a third party; or (f) exercise any rights of Lessee under this Lease. Upon acquisition of the Leasehold Estate by a Lender or any other third party who acquires the same from or on behalf of the Lender, Landowner shall recognize the Lender or such other party (as the case may be) as Lessee’s proper successor, and the Lease shall remain in full force and effect.

2. Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Lessee, Landowner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, concurrently with delivery of such notice to Lessee, of which Landowner has been provided written notice.

3. Cure. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, as is given to Lessee after Lessee’s receipt of a Notice of Default under this Lease, plus, in each instance, the following additional time periods: (i) thirty (30) days in the event of any monetary Event of Default; and (ii) sixty (60) days in the event of any non-monetary Event of Default; provided, however, that (a) such sixty (60)-day period shall be extended for the time reasonably required by the Lender to complete such cure, including the time required for the Lender to obtain possession of the Premises (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (b) the Lender shall not be required to cure those Events of Default which are not reasonably susceptible of being cured or performed by such party (“**Non-Curable Defaults**”). The Lender shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee under this Lease for purposes of curing such Event of Default. Landowner shall not terminate this Lease prior to expiration of the cure periods available to a Lender as set forth above. Further, (x) neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease as long as the rent and all other amounts payable by Lessee under this Lease are paid by the Lender in accordance with the terms thereof and (y) Non-Curable Defaults shall be deemed waived by Landowner upon completion of foreclosure proceedings or other acquisition of the Leasehold Estate.

4. Deemed Cure; Extension. If any Event of Default by Lessee under this Lease cannot be cured without obtaining possession of all or part of (a) the Solar Facilities or (b) the Leasehold Estate, then any such Event of Default shall nonetheless be deemed remedied if: (i) within sixty (60) days after receiving notice from Landowner as set forth hereinabove, a Lender

acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Lender performs all other obligations as and when the same are due in accordance with the terms of this Lease. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee from commencing or prosecuting the proceedings described above, then the sixty (60)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

5. Liability. A Lender that does not directly hold an interest in this Lease, or that holds only a lender's lien, shall not have any obligation under this Lease prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Lease only for and during the period of time that such Lender directly holds such absolute title. Further, If a Lender elects to (a) perform Lessee's obligations under this Lease, (b) continue Lessee's operation of an energy project on the Premises, (c) acquire any portion of Lessee's right, title, or interest in the Premises or in this Lease or (d) enter into a new lease as provided herein, then such Lender shall have no personal liability to Landowner, and Landowner's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Project. Moreover, any Lender or other party who acquires the Leasehold Estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Leasehold Estate.

6. New Lease to Lender. If this Lease (a) terminates because of Lessee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Lender has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Landowner shall, upon written request from such Lender received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new lease in favor of such Lender, which new lease shall (i) contain the same terms as this Lease (except for any requirements that have been fulfilled by Lessee prior to such termination, foreclosure, rejection or disaffirmance hereinafter referred to as a "**Terminating Event**"), (ii) be for a term commencing on the date of such Terminating Event, and continuing for the remaining term of this Lease before giving effect to such Terminating Event, (iii) contain a lease of the Premises or such portion thereof as to which such Lender held a lender's lien on the date of such Terminating Event, (iv) contain a grant to the Lender of access, transmission, communications, utility and other easements covering such portion or portions of the Premises as such Lender may reasonably designate and (v) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landowner; and, until such time as such new lease is executed and delivered, the Lender may use the Premises to conduct an energy project thereon as if the Lease were still in effect. At the option of the Lender, the new lease may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of Lessee thereunder.

7. Lender's Consent. Notwithstanding any provision of this Lease to the contrary, (a) Landowner shall not agree to a modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce

the security for its lender's lien and (b) Landowner shall not accept a surrender of the Premises or any part thereof or a termination of this Lease; in each such case without the prior written consent of each Lender.

8. Further Amendments. At Lessee's request, Landowner, without demanding additional consideration therefor, shall amend this Lease to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or obligations of Landowner under this Lease, or extend the Term beyond the term set forth in Article II of this Lease. Further, Landowner shall, within ten (10) days after written notice from Lessee or any existing or proposed Lender, execute and deliver thereto (i) a certificate to the effect that Landowner recognizes a particular entity as a Lender under this Lease and will accord to such entity all the rights and privileges of a Lender hereunder and (ii) an estoppel certificate (a) certifying that this Lease is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the rent and all other sums due and payable have been paid, (c) certifying that to the best of the Landowner's knowledge there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by the party requesting same. Landowner's failure to deliver any such certificate within such time shall be conclusive upon Landowner that this Lease is in full force and effect and has not been modified, the rent and all other sums due and payable have been paid through the date of such written notice, there are no uncured Events of Default by the requesting party hereunder and the other certifications so requested are in fact true and correct.

[Remainder of page intentionally left blank]

EXHIBIT D

FORM OF MEMORANDUM OF LEASE

[Attached]

RECORDING REQUESTED BY,
AND AFTER RECORDING,
RETURN TO:

Oriden LLC
106 Isabella Street
Suite 400
Pittsburgh, PA 15212

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

**MEMORANDUM OF SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

This **MEMORANDUM OF SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT** (this "**Memorandum**") is dated _____, 20__ (the "**Effective Date**"), and is made by and between **Kenneth L. Miller and Joanna K. Miller**, husband and wife, with an address at 1736 US Highway 62 E. Eddyville, KY 42038 ("**Landowner**") and **Oriden, LLC**, a Delaware limited liability company, with an address at 106 Isabella Street, Suite 400, Pittsburgh, PA 15212 ("**Lessee**").

WHEREAS, Landowner subleases certain real property located in Christian County, Kentucky, as more particularly described on the attached **Exhibit A** (the "**Property**"), pursuant to that certain Deed, dated as of November 21, 2012, a memorandum of which is of record in Book 690, Page 681, in Office of the County Clerk for Christian County, Kentucky, which Property is owned in fee simple by the Landowner; and

WHEREAS, pursuant to that certain Solar Energy Ground Lease and Easement Agreement (the "**Lease**") dated _____ (the "**Effective Date**"), Landowner has sub-subleased to Lessee a portion of the Property in the approximate location shown on the site plan attached hereto as **Exhibit B** (the "**Premises**"), and Landowner has granted to Lessee certain rights including certain easements as more particularly described in the Lease; and

WHEREAS, Landowner and Lessee desire to give notice of the Lease by recording this Memorandum.

NOW THEREFORE, Landowner and Lessee state as follows:

1. **Lease of Premises; Exclusive Rights.** Landowner has leased the Premises to Lessee for the purpose of converting solar energy into electrical energy or collecting and transmitting the electrical energy so converted, together with any and all activities related thereto ("**Solar Energy Purposes**"), including through the development, construction, operation and maintenance of a solar photovoltaic electricity generation and storage facility (the "**Project**") Lessee has the exclusive right to use the Premises for Solar Energy Purposes.

2. **Lease Term; Extension of Term.** Lessee's rights under the Lease commence on the Effective Date and continue through the Renewal Terms, if any. The Lease Term commences on the Effective Date and expires at 11:59 p.m. on the thirtieth (30th) anniversary of the December 31 immediately following the Commercial Operation Date, as that term is defined in the Lease (the "**Initial Term**"). Lessee has right to extend the Lease Term for two (2) additional periods of ten (10) years (the Initial Term and the Renewal Terms, if exercised, being the "**Lease Term**").

3. **Termination Right.** Lessee may terminate this Lease with respect to all or a portion of the Premises at any time and for any reason by giving Landowner a Termination Notice at least thirty (30) days in advance.

4. **Easements.** Landowner has granted Lessee certain easements for the Lease Term, as follows:

(a) **Access Easement.** An easement on, over, under, upon and across and on the Property for ingress to and egress from Premises by means of existing roads and lanes or such other route or routes as Lessee may determine are reasonably necessary to access the Premises, for either the operation or construction of the Project, with Landowner's consent, which consent shall not be unreasonably withheld, conditioned or delayed (the "**Access Easement**"). Lessee shall have the right to improve, maintain, replace and repair existing roads and lanes, or to build new roads, shall run with and bind the Property for the benefit of the Premises, and shall inure to the benefit of and be binding upon Landowner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. Lessee's use of the Access Easement shall not materially interfere with the business operations or rights of the Landowner. Lessee's use of the Access Easement shall be subject to such reasonable rules and regulations as Landowner may establish from time to time.

(b) **Solar Easement.** An easement (the "**Solar Easement**") on, over and across the Property, for the benefit of the Premises, for direct sunlight to any solar panels installed on the Premises ("**Solar Access**"). As grantee under the Solar Easement, Lessee shall have the right to trim, cut down and remove any trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which obstruct Solar Access or otherwise interfere with or endanger the Project. For the avoidance of doubt, Landowner shall not be allowed to construct or permit the construction of any improvements on the property that would impede Solar Access to the Project.

(c) **Utility Easement.** An easement (the "**Utility Easement**," and together with the Access Easement and Solar Easement, the "**Easements**"), on, over, under, upon and across and on the Property for the benefit of the Premises, (i) on, over and across the Property for the purpose of accessing any such systems or utility lines for the purpose of repair or maintenance; (ii) on, over, under and across those portions of the Property identified on the Site Plan for the purpose of constructing, reconstructing, replacing, removing, maintaining, operating and using from time to time a system of underground electrical lines and/or above-ground poles and such wires and cables as from time to time are suspended therefrom, together with all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said poles, wires, cables and lines; and (iii) on, over and across any portion of the Property reasonably necessary for the purpose of erecting, constructing, installing, replacing,

repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining electrical lines any and all utilities (including water, wastewater, storm water detention, drainage, electric, telephone, gas, cable television, and electronic data transmission services), together with all lines, pipes, conduits and other equipment, improvements and appurtenances used in the supply and provision of such utilities; provided that the location of any such electrical lines and utilities shall not unreasonably interfere with Landowner's use and operation of the Property.

5. **Nature of Lease.** Lessee acknowledges that during the period of time in which the Property is owned by the Fee Owner, leased to Ground Lessee and subleased to Lessee, this Lease will be treated as a sub-sublease between Landowner and Lessee.

6. **Multiple Counterparts.** This Memorandum may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

7. **Conflict.** The sole purpose of this instrument is to give notice of the Lease, as the same may be amended or supplemented from time to time, and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein. In the event of a conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall prevail.

[Signatures on following pages]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Solar Energy Ground Lease and Easement Agreement as of the day and year first written above.

Kenneth L. Miller and Joanna K. Miller,
husband and wife

By: Kenneth L. Miller
Name: Kenneth L. Miller
Title: Owner

By: Joanna K. Miller
Name: Joanna K. Miller
Title: Owner

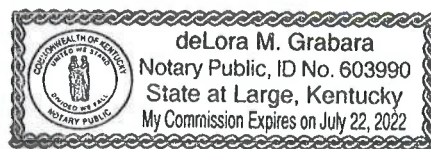
STATE OF KENTUCKY

COUNTY OF Christian

Before me, deLora M Grabara, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Kenneth L. Miller and Joanna K. Miller**, husband and wife, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Crofton Ky, this 2nd day of May, 2020.

deLora M Grabara
Notary Public



My Commission Expires

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Solar Energy Ground Lease and Easement Agreement as of the day and year first written above.

LESSEE:
Oriden LLC., a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Oriden LLC.**, a Delaware limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this ____ day of _____, 20____.

Notary Public

My Commission Expires

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel 1:

Being a 369.089 acre parcel of land as surveyed by Dennis W. Looper KY, L.L.S. #3437 of Purchase Area Surveying Inc. on January 2nd, 2007 and being located on the south side of Dogwood Kelly Road and the west side of State Route # 107 and lies approximately 7.0 miles northeast of the Hopkinsville community of Christian County Kentucky.

And more particularly described as beginning at a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set in the south right-of-way line of Dogwood Kelly Road (50.0' right-of-way) and in the west right-of-way line of State Route # 107 (60.0' right-of-way). Said pin being the northeast corner of the property herein described and lies on a bearing of South 68 deg. 59 min. 26 sec. West a distance of 46.51 feet from the centerline intersection of said Roads.

THENCE: South 28 deg. 49 min. 30 sec. West a distance of 485.34 feet along the west right-of-way line of said State Route # 107 to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to Kenneth Tucker and being a southeast corner of the property herein described.

THENCE: North 78 deg. 39 min. 40 sec. West a distance of 167.52 feet along the north line of said Tucker tract to a found 1" dia. steel pipe. Said pipe being the northwest corner of said Tucker tract.

THENCE: South 24 deg. 42 min. 38 sec. West a distance of 397.68 feet along the west line of said Tucker tract to a found 1" dia. steel pipe. Said pipe being the southwest corner of said Tucker tract and lies in the north line of a tract belonging to Dwight Scott (Deed Book 594 Page 336).

THENCE: North 49 deg. 42 min. 31 sec. West a distance of 354.88 feet along the north line of said Scott tract to a 6" x 8" corner fence post. Said post being the northwest corner of said Scott tract.

THENCE: South 43 deg. 39 min. 05 sec. West a distance of 861.10 feet along the west line of said Scott tract to a found 1/2" dia steel pin.

THENCE: South 42 deg. 18 min. 45 sec. West a distance of 663.07 feet along the west line of said Scott tract to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the southwest corner of said Scott tract and being the northwest corner of a tract belonging to William Powers (Deed Book 608 Page 684).

THENCE: South 42 deg. 35 min. 12 sec. West a distance of 398.10 feet along the west line of said Powers tract and continuing along the west line of a tract belonging to Jasper McKee to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

THENCE: North 82 deg. 51 min. 55 sec. West a distance of 42.31 feet along the north line of said McKee tract to a 6" x 8" corner fence post.

THENCE: South 01 deg. 53 min. 46 sec. West a distance of 835.90 feet along the west line of said McKee tract and continuing along the west lines of tracts belonging to Russell Johnson (Deed Book 592 Page 222) and Roy Monday (Deed Book 543 Page 394) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set and in the west right-of-way line of State Route # 107 (60.0' right-of-way).

THENCE: South 42 deg. 22 min. 07 sec. West a distance of 36.10 feet along the west right-of-way line of said State Route # 107 to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to the New Zion Cemetery and being a southeast corner of the property herein described.

THENCE: North 79 deg. 46 min. 12 sec. West a distance of 360.75 feet along the north line of said Cemetery tract to a 6" round corner post. Said post being the northwest corner of said Cemetery and being the northeast corner of a tract belonging to Linda Humphries (Deed Book 609 Page 458).

THENCE: North 73 deg. 47 min. 02 sec. West a distance of 779.96 feet along the north line of said Humphries tract to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of said Humphries tract and lies in the east line of a tract belonging to Roy Houchens (Deed Book 521 Page 88).

THENCE: Along the lines of said Houchens tract (being a fence line) for the following
(8) Eight Calls:

(1) North 19 deg. 59 min. 31 sec. West a distance of 355.60 feet to a point.

(2) North 24 deg. 44 min. 32 sec. West a distance of 430.32 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(3) North 28 deg. 54 min. 20 sec. West a distance of 163.85 feet to a 18" Oak Tree.

(4) North 37 deg. 27 min. 14 sec. West a distance of 403.71 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(5) North 57 deg. 48 min. 09 sec. West a distance of 886.44 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of said Houchens tract.

(6) South 08 deg. 16 min. 56 sec. East a distance of 973.14 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(7) South 09 deg. 03 min. 34 sec. East a distance of 564.10 feet to a 36" dia. Cottonwood Tree.

(8) South 40 deg. 47 min. 01 sec. West a distance of 717.02 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northeast corner of a tract belonging to James Wilson (Deed Book 434 Page 698).

THENCE: North 77 deg. 58 min. 12 sec. West a distance of 686.06 feet along the north line of said Wilson tract (being a fence line) to a point.

THENCE: North 79 deg. 49 min. 25 sec. West a distance of 1460.16 feet along the north line of said Wilson tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being a inside corner of said Wilson tract and being the southwest corner of the property herein described.

THENCE: North 27 deg. 26 min. 14 sec. East a distance of 3860.21 feet along the east line of said Wilson tract (being a fence line) and continuing along the east line of a tract belonging to William Edwards (Deed Book 463 Page 687) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the end of said fence.

THENCE: North 27 deg. 11 min. 12 sec. East a distance of 824.31 feet along the east line of said Edwards tract and continuing along the east line of a tract belonging to Ronald Berry (Deed Book 627 Page 455) to a point in the south right-of-way line of said Dogwood Kelly Road. Said point being the northeast corner of said Berry tract and being the northwest corner of the property herein described.

THENCE: Along the south right-of-way line of said Dogwood Kelly Road for the following (21)
Twenty one Calls:

(1) South 65 deg. 14 min. 49 sec. East a distance of 714.54 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set.

(2) South 68 deg. 54 min. 52 sec. East a distance of 523.73 feet to the point of curvature.

(3) Along said curve to the left. Said curve having a Radius of: 1047.82 feet, an Arc Length of: 131.78 feet and a Chord of: South 72 deg. 31 min. 02 sec. East a distance of 131.69 feet to the point of tangent.

(4) South 76 deg. 07 min. 13 sec. East a distance of 226.97 feet to the point of curvature.

(5) Along said curve to the right. Said curve having a Radius of: 469.72 feet, an Arc Length of: 209.16 feet and a Chord of: South 63 deg. 21 min. 50 sec. East a distance of 207.44 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of tangent.

(6) South 50 deg. 36 min. 26 sec. East a distance of 404.85 feet to the point of curvature.

(7) Along said curve to the left. Said curve having a Radius of: 268.03 feet, an Arc Length of: 235.47 feet and a Chord of: South 75 deg. 46 min. 29 sec. East a distance of 227.97 feet to the point of tangent.

(8) North 79 deg. 03 min. 28 sec. East a distance of 118.99 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(9) Along said curve to the right. Said curve having a Radius of: 382.56 feet, an Arc Length of: 213.26 feet and a Chord of: South 84 deg. 58 min. 21 sec. East a distance of 202.26 feet to the point of tangent.

(10) South 69 deg. 00 min. 09 sec. East a distance of 201.85 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(11) Along said curve to the right. Said curve having a Radius of: 173.96 feet, an Arc Length of: 86.16 feet and a Chord of: South 54 deg. 48 min. 47 sec. East a distance of 85.28 feet to the point of tangent.

(12) South 40 deg. 37 min. 25 sec. East a distance of 114.02 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(13) Along said curve to the left. Said curve having a Radius of: 210.44 feet, an Arc Length of: 142.20 feet and a Chord of: South 59 deg. 58 min. 51 sec. East a distance of 139.51 feet to the point of tangent.

(14) South 79 deg. 20 min. 21 sec. East a distance of 405.22 feet to a point.

(15) South 77 deg. 45 min. 41 sec. East a distance of 250.93 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(16) Along said curve to the left. Said curve having a Radius of: 306.49 feet, an Arc Length of: 52.99 feet and a Chord of: South 82 deg. 42 min. 51 sec. East a distance of 52.92 feet to the point of tangent.

(17) South 87 deg. 40 min. 02 sec. East a distance of 41.01 feet to the point of curvature.

(18) Along said curve to the right. Said curve having a Radius of: 436.28 feet, an Arc Length of: 143.29 feet and a Chord of: South 78 deg. 15 min. 28 sec. East a distance of 142.65 feet to the point of tangent.

(19) South 68 deg. 50 min. 54 sec. East a distance of 162.65 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set at the point of curvature.

(20) Along said curve to the left. Said curve having a Radius of: 511.79 feet, an Arc Length of: 168.60 feet and a Chord of: South 78 deg. 17 min. 09 sec. East a distance of 167.84 feet to the point of tangent.

(21) South 87 deg. 43 min. 24 sec. East a distance of 39.01 feet to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the northwest corner of a tract belonging to the Dogwood Christian Church.

THENCE: South 14 deg. 34 min. 50 sec. West a distance of 275.30 feet along the west line of said Dogwood Christian Church tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set. Said pin being the southwest corner of said Dogwood Christian Church.

THENCE: South 78 deg. 15 min. 38 sec. East a distance of 221.66 feet along the south line of said Dogwood Christian Church tract (being a fence line) to a found Stone. Said Stone being the southeast corner of said Dogwood Christian Church.

THENCE: North 15 deg. 12 min. 54 sec. East a distance of 297.21 feet along the east line of said Dogwood Christian Church tract (being a fence line) to a 1/2" dia. 24" lng. steel pin and surveyor's cap # 3437 set in the south right-of-way line of said Dogwood Kelly Road. Said pin being the northeast corner of said Dogwood Christian Church.

THENCE: South 77 deg. 17 min. 42 sec. East a distance of 470.05 feet along the south right-of-way line of said Dogwood Kelly Road to a point.

THENCE: South 78 deg. 29 min. 46 sec. East a distance of 22.28 feet along the south right-of-way line of said Dogwood Kelly Road the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

PID: 135-0000042.00

EASEMENT AGREEMENT

This Easement Agreement (this “Agreement”), entered into as of February 16, 2021 (the “Effective Date”), by and between **Alan Craig Schamp**, an unmarried individual (“Grantor”), and **Oriden, LLC**, a Delaware limited liability company (“Grantee”).

RECITALS:

A. Grantor is the fee owner of that certain tract of land situated in Christian County, Kentucky, being more particularly described in Exhibit A, attached hereto and made a part hereof (the “Grantor Property”).

B. Grantee holds or intends to hold a leasehold estate over all or a portion of certain property more particularly described in Exhibit B, attached hereto and made a part hereof (the “Benefitted Property”).

C. Grantee has agreed to grant certain easements for the development and operation of the Benefitted Property, to be located in the area more particular described on Exhibit C, attached hereto and made a part hereof (the “Easement Area”) pursuant to the terms and the conditions of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Easements. Grantor hereby grants, conveys and warrants to Grantee and its successors and assigns, for the benefit of the Benefitted Property, the following:

2. Transmission Easement. A perpetual, non-exclusive easement (the “Transmission Easement”) on, along, over, under and across a portion of the Transmission Easement Area more particularly described in Exhibit C, attached hereto and made part hereof, for the purpose of erecting, constructing, installing, replacing, repairing, maintaining, operating, using, inspecting, reconstructing, modifying and removing a system of below-ground facilities for the transmission of electrical energy and/or communication purposes on, along, over and across the Easement Area (collectively, the “Transmission Facilities”). Grantor agrees to enter into an amendment to Exhibit C of this Agreement as may be reasonably required by Grantee to reflect the final surveyed legal description of the Easement Area.

3. Construction Activities. A temporary, exclusive easement (the “Temporary Construction Easement”) during the construction of any Transmission Facilities, on, along, over and across an additional twenty-five (25) feet of land on each side of the Easement Area (the “Temporary Construction Area”) for a construction and laydown area. Grantee will use commercially reasonable efforts to minimize surface disturbance of the Temporary Construction Area during construction of the Transmission Facilities. Grantee shall notify Grantor of the commencement and completion of the construction of the Transmission Facilities, and the Temporary Construction Easement will terminate upon final completion of the Transmission Facilities.

4. Access Easement. A perpetual, non-exclusive access easement on, over, and across such other portions of the Grantor Property adjacent to the Easement Area as are necessary to provide ingress to and egress from the Transmission Facilities and the Easement Area (the “Access Easement Area,” and together with the Transmission Easement Area and, during the term of the Temporary Construction Easement, the Temporary Construction Area, the “Easement Areas”). Grantee shall have the right to enter upon the Grantor Property for the purpose of trimming, cutting and removing trees, underbrush, and vegetation anywhere on the Grantor Property if any limbs, branches or other parts of vegetation lie within or encroach on the Easement Area, and clearing debris from the surface of the Easement Areas if said debris interferes with Grantee’s use of the Easement Area.

TO HAVE AND TO HOLD the Transmission Easement, the Temporary Construction Easement and the Access Easement (collectively, the “Easements”), together with all rights and interests appurtenant thereto, belonging to Grantee, and its successors and assigns, forever.

5. Payment. In consideration of the rights granted hereunder, Grantee agrees to pay Grantor (i) [REDACTED] on the Effective Date, and [REDACTED] upon the expiration of the Development Term. The “Development Term” means the period beginning on the Effective Date and ending upon the earlier of (a) Grantee’s commencement of construction activities associated with the Transmission Facilities or (b) the fifth (5th) anniversary of the Effective Date.

6. Costs. All costs and expenses incident to the construction, reconstruction, replacement, removal, maintenance, operation and use of the Transmission Facilities shall be borne by Grantee.

7. Grantee Operations. All of the uses and purposes permitted Grantee under the Easements are referred to herein collectively as “Operations.”

8. Grantor’s Use. Grantor and Grantor’s tenants, agents, licensees, contractors, invitees and employees (the “Grantor Parties”) retain the right to use the Grantor Property, excluding the Easement Area, as Grantor sees fit as long as the Grantor Parties’ use does not unreasonably interfere with the use of the Easement Areas by Grantee and its tenants, agents, licensees, contractors, invitees, and employees. Grantor retains the right to cross the Easement Area so long as this use does not infringe upon the rights granted to Grantee by this Agreement.

9. Insurance. Developer agrees to maintain at its sole cost and expense, and provide Grantor with certificates of insurance from its insurer evidencing, the following insurance policies, each of which shall name Grantor as an “Additional Insured by Endorsement” and each of which shall be in full force and effect for the duration of the Transmission Easement. Moreover, such policies and respective endorsement must be primary insurance, non-contributor and not subject to co-insurance provision. Such policies and endorsements cannot be modified or cancelled without thirty (30) days prior written notice to Grantor:

(a) Workers’ compensation insurance in the amount of the statutory limit;

(b) Employer’s liability insurance in the amount of One Million Dollars

(c) Comprehensive auto liability insurance with a combined single limit (covering bodily injury liability, death and property damage) in any one occurrence of [REDACTED] and [REDACTED]

(d) Commercial general liability insurance with a combined single limit (covering bodily injury liability, death and property damage) in any one occurrence of [REDACTED] [REDACTED] which limit may be satisfied in part by umbrella or excess liability insurance.

10. No Liens. Notice is hereby given that Grantor will not be liable for any work, services, materials or labor furnished to or at the request of Grantee in connection with Grantee’s use of the Easement Areas, and Grantee shall not permit any mechanic’s, materialmen’s or other liens related to such work, services, materials or labor to attach to or affect Grantor Property. If any mechanic’s lien, materialmen’s lien or other lien shall at any time be filed against or attach to Grantor Property as a result of Grantee’s failure, or alleged failure, to pay for any work, services, materials or labor furnished to or at the request of any one or more of the Grantee parties, or alleged to have been so furnished, in connection with the Transmission Easement, then Grantee shall diligently cause the same to be discharged of record by payment of a satisfactory bond pursuant to statutory procedures. In the event Grantee fails to cause any such lien to be discharged of record within thirty (30) days after the filing thereof, Grantor may take all steps necessary to discharge the same (including, without limitation, paying the amount claimed to be due) and Grantee shall reimburse Grantor, upon written demand, for all costs that Grantor incurs in connection therewith.

11. Successors and Assigns. The terms, conditions, covenants, agreements and easements contained herein shall run with the land and be binding on and inure to the benefit of Grantor, Grantee, and their respective successors and assigns. Any references to “Grantor” and “Grantee” shall be deemed to mean and include their respective heirs, successors and assigns as though they had been original parties to this Agreement.

12. Financing.

(a) Grantee may assign, mortgage or otherwise encumber its interest in this Agreement to any institution (including any trustee or agent on behalf of such institution) providing debt or other financing to Grantee or its successors or assigns (each, a “Financing Party”) under any mortgage, deed of trust, deed to secure debt or other security instrument by which

Grantee's interest under this Agreement is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation to a Financing Party (each, a "Mortgage"). Each Financing Party who provides notice to Grantor of its Mortgage shall be referred to as "Mortgagee".

(b) So long as any Mortgage remains in effect, this Agreement shall not be modified, and Grantor shall not accept a surrender of the Easement Areas or a termination or release of this Agreement, without the prior consent of all Mortgagees.

(c) Grantor shall execute estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default then exists under this Agreement to Grantor's knowledge, if such be the case), consents to assignment and/or non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time.

13. Amendment to Benefitted Property. Grantor acknowledges that the property used by Grantee to generate the electricity in connection with the Transmission Facilities may expand or contract from time to time. Grantor agrees to amend Exhibit C at Grantee's request to reflect any changes in the description of the Benefitted Property, including without limitation, to increase the acreage of the land included in the Benefitted Property.

14. No Waiver. No waiver of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the party charged with making such waiver. No delay or omission in the exercise of any right or remedy upon a breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach. The waiver of any breach of this Agreement shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

15. Environmental. Grantor represents and warrants that it has not and shall not cause or permit any Hazardous Substances to be used, generated, handled, stored, disposed of or released on or about the Grantor Property, including the Easement Area. Grantor agrees to comply with all applicable governmental constitutions, statutes, laws, orders, ordinances, codes, rulings, regulations and decrees, now in force or hereafter enacted ("Applicable Laws"), relating to the use, handling, storage and disposal of Hazardous Substances. "Hazardous Substances" means all hazardous or toxic substances, materials, wastes, pollutants and contaminants that are listed, defined or regulated under Applicable Laws pertaining to the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C.A. §§ 9601 to 9675, the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C.A. § 5101 et seq., the Resource Conservation and Recovery Act, 42 U.S.C.A. §§ 6921 to 6939e, the Federal Water Pollution Control Act, 33 U.S.C.A. §§ 1251 to 1387, the Clean Air Act, 42 U.S.C.A. §§ 7401 to 7671q, the Emergency Planning and Community Right To Know Act, 42 U.S.C.A. §§ 11001 to 11050, the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601 to 2692, the Solid Waste Disposal Act, 42 U.S.C.A. §§ 6901 to 6992k, the Oil Pollution Act, 33 U.S.C.A. §§ 2701 to 2761, the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C.A. § 136 et seq., and the environmental laws of the State of Mississippi, as the same may be amended.

16. Indemnity. Grantee shall, at all times, save and hold harmless and indemnify Grantor, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for

personal injuries and property damage both inside and outside the Easement Area, unless injuries or damage were caused by the negligence or willful misconduct of Grantor. Grantor shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within the Easement Area, to the extent caused by the negligence or willful misconduct of Grantor, its officers, partners, agents, contractors and employees. The rights and obligations contained in this Section 16 shall survive the termination of this Agreement.

17. Waiver of Setback Requirements. Grantor hereby consents to Grantee's location of Transmission Facilities at any location upon the Easement Area. If the location of any Transmission Facilities to be installed or constructed on the Easement Area, the Benefitted Property or any adjacent properties along or near property lines is limited or restricted by applicable law, Grantor hereby waives any and all setback requirements, whether imposed by contract, law, or otherwise. If requested by Grantee, Grantor shall, without additional consideration, execute and acknowledge in recordable form a setback waiver or other similar document or instrument reasonably requested by Grantee or the applicable governmental authorities.

18. Nature of Benefitted Property. For the avoidance of doubt, the dominant estate in connection with the Benefitted Property is a leasehold estate. The Easements will become effective upon the creation of such leasehold estate and will terminate upon the termination

19. Termination. This Agreement and Easements shall terminate if Grantee fails to make payment contemplated in Section 5 no later than sixty (60) days after the date of such payment is due, which termination shall be Grantor's sole remedy for such failure to pay. Grantee may for any reason terminate this Agreement and the Easements or any part thereof at any time, as to all or any part of the Easement Area, by giving Grantor written notice. Upon such termination, except for rights and obligations that survive termination as set forth herein, Grantee shall have no further liability hereunder with respect to the terminated Easement(s) or the portion of the Easement Area as to which this Agreement and the Easement(s) have been terminated. Subject to Section 29, this Agreement will terminate and the Easements shall be extinguished upon the expiration or earlier termination of Grantee's interest in the Benefitted Property.

20. Surrender of Easement Area. Upon the expiration or earlier termination of this Agreement, Grantee shall return the Easement Area to Grantor. Grantee agrees to remove all Transmission Facilities owned by Grantee on the Easement Area (provided that all footings and foundations shall only be removed to a depth of three (3) feet below the surface of the ground and shall be covered with soil (within one hundred eighty (180) days after the date of such expiration or earlier termination). Grantor shall not disturb any Transmission Facilities during such period.

21. Assignment. Grantee shall at all times have the right to sell, assign, encumber, transfer, or grant subordinate rights and interests (including subeasements and licenses) in the Easements and/or any or all of its other rights and interests under this Agreement, in each case without Grantor's consent; provided however, that any and all such transfers or assignments shall be subject to all of the terms of this Agreement.

22. Notice. All notices under this Agreement shall be given in writing by (a) first class certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight delivery service or (c) hand delivery to the addresses indicated below:

If to Grantor:

Alan Craig Schamp
7400 Goode Road
Hopkinsville, KY 42240-8218

If to Grantee:

Oriden, LLC
106 Isabella Street, Suite 400
Pittsburgh, PA 15212

Any such notice provided for herein shall, if sent by mail, be deemed provided five (5) business days after the date on which it is mailed, if sent by overnight delivery service or hand delivery, upon delivery. Any party may, by notice to the other party, change the address to which notice to such party shall thereafter be sent.

23. Obligations to Comply with all Laws and Regulations. Grantee shall be responsible for ensuring that it complies with all governmental, quasi-governmental or private laws, ordinances, covenants, restrictions, rules and regulations pertaining to the Easement Areas or the use thereof.

24. Exhibits. The parties acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

25. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be binding on the party signing the same and all of which together shall constitute a single document.

26. Recordation. This Agreement shall be recorded in the office of the Register of Deeds for Christian County, Kentucky.

27. Enforcement: Attorney's Fees. In the event of any dispute hereunder or of any action or proceeding to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover as part of its costs its reasonable attorneys' fees together with such other costs and expenses as the court deems appropriate.

28. Further Assurances: Cooperation. Grantor shall fully support and cooperate with Grantee in the conduct of its Operations and the exercise of its rights hereunder (including with Grantee's efforts to (i) obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, or other right or (ii) sell any Transmission Facilities, assign or otherwise transfer all or any part of or interest under this Agreement or obtain any financing), and Grantor shall perform all such acts as Grantee may reasonably specify to fully effectuate each and all of the purposes and intent of this Agreement. Grantee agrees to pay Grantor's reasonable out of pocket expenses incurred by Grantor in connection with Grantor's cooperation pursuant to the foregoing provisions of this Section 28.

29. Miscellaneous. If, for any reason, the Grantee's interest in the Benefitted Property is terminated or extinguished by operation of law or order of any tribunal and a new lease is entered into on substantially the same terms, then the parties agree to cooperate to enter into a new agreement on substantially the same terms as this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Kentucky. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and shall supersede all prior representations or agreements, oral or written, between the parties with respect to the subject matter of this Agreement, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. In the event of any inaccuracy in the description of the Grantor Property or Transmission Easement Area in Exhibit A or Exhibit C, respectively, or in the description of the parties in whom title to the Grantor Property is vested, Grantor and Grantee shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of Grantor and Grantee. Grantor and Grantee agree that this Agreement shall be recorded in the public records of Christian County, Kentucky. If any terms or provisions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first written above.

GRANTOR:

Alan Craig Schamp, an unmarried individual

By: Alan Craig Schamp
Name: Alan Craig Schamp

STATE OF KENTUCKY)
)
COUNTY OF Christian)

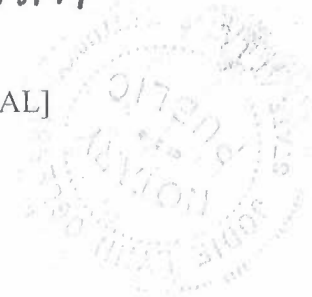
Before me, Jodie Oglesby, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Alan Craig Schamp**, as an unmarried individual, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office in Christian County, Kentucky, this the 28 day of Jan, 2021.

Jodie Oglesby NP
Notary Public Id# 588174


My Commission Expires:
10-20-2021

[NOTARIAL SEAL]



GRANTEE:

Oriden, LLC, a Delaware limited liability company

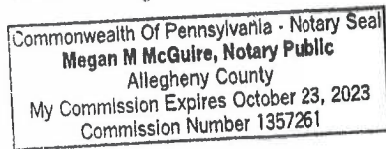
By: 
Name: MASAHIRO OGI
Its: PRESIDENT

STATE OF PENNSYLVANIA)
)
COUNTY OF Allegheny)

Before me, Megan M McGuire, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Oriden LLC**, a Delaware limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained. WITNESS my hand and seal at office in Pittsburgh, PA, Kentucky, this the 10 day of February, 2021.

Megan M McGuire
Notary Public

My Commission Expires:
October 23 2023



[NOTARIAL SEAL]

Prepared by:

Seth Wilmore
106 Isabella St. Suite 400
Pittsburgh, PA 15212

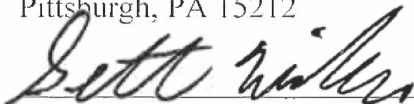


EXHIBIT A

GRANTOR PROPERTY

A parcel of land located in Christian County, KY. Near the intersection of KY-107, also known as Greenville Road and Dogwood Church Road and more fully described as follows:

Beginning at an iron pin, found, right-of-way of KY-107, also known as Greenville Road and being South 42 degrees, 12 minutes, 49 seconds East 36.53 feet from the centerline intersection of said road and Dogwood Church Road, also being the southwest corner of John T. Brown property, Deed Book 468, page 472; thence with said property line South 72 degrees, 42 minutes, 56 seconds East 319.23 feet to an iron pin, set, capped ID No. 2096; thence a new line through Overton property South 28 degrees, 13 minutes, 39 seconds West 1297.36 feet to an iron pin, set, capped in line of Verna Scott property, Deed Book 276, page 365; thence with said property line the next three calls as follows: North 73 degrees, 50 minutes, 46 seconds West 341.23 feet to an iron pin, set, capped; thence North 31 degrees, 47 minutes, 16 seconds East 423.11 feet to an iron pin, set, capped; thence South 81 degrees, 23 minutes, 44 seconds East 86.78 feet to an iron pin, set, capped, right-of-way of Greenville Road; said iron pin, being the PC of curve, thence with a left curve having a radius of 2927.23 feet, Chord bearing of North 34 degrees, 55 minutes, 02 seconds East and Chord length of 358.64 feet to PT of curve; thence continuing with said right-of-way North 31 degrees, 42 minutes, 29 seconds East 559.83 feet to the point of beginning. Containing 10.038 acres more or less.

Tax Parcel ID: **153-0000040.01**

EXHIBIT B
BENEFITTED PROPERTY

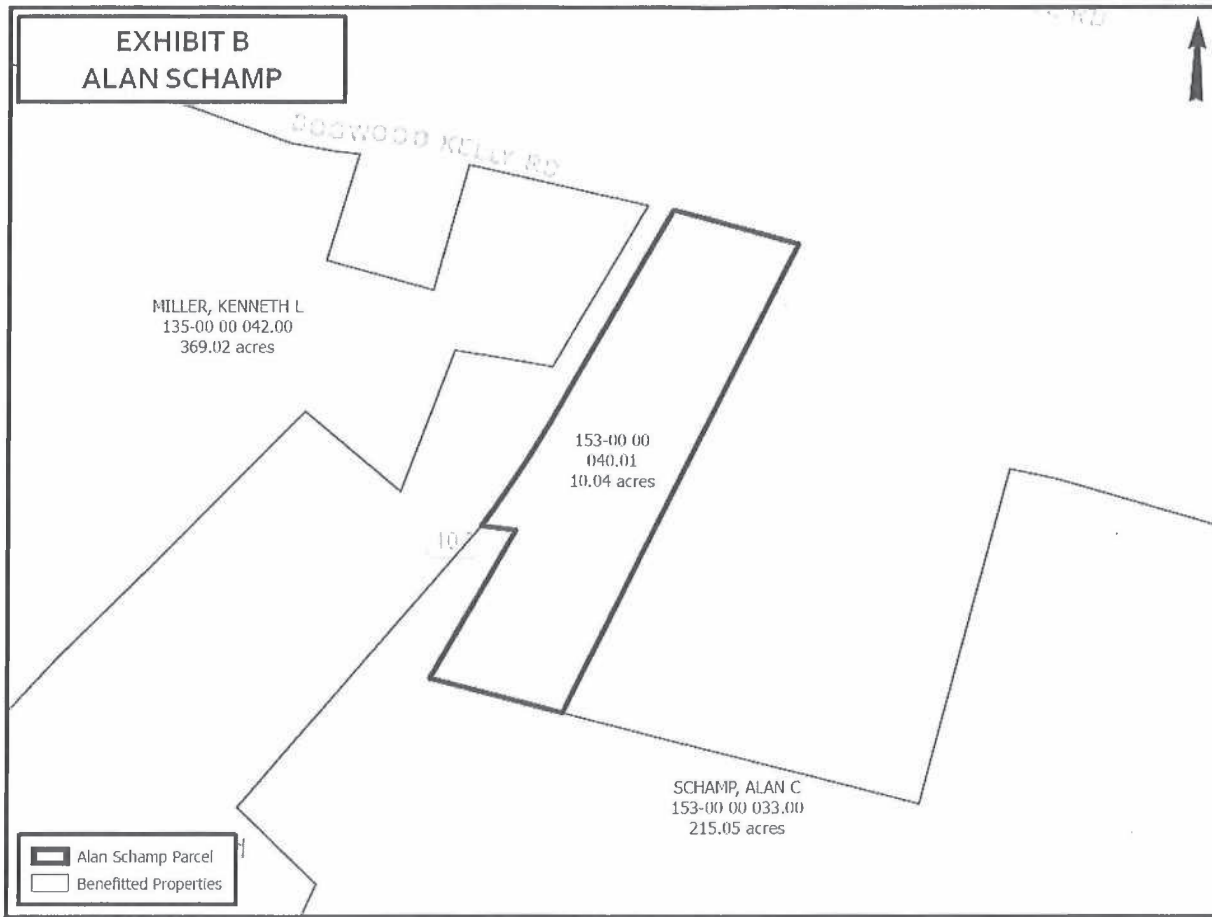
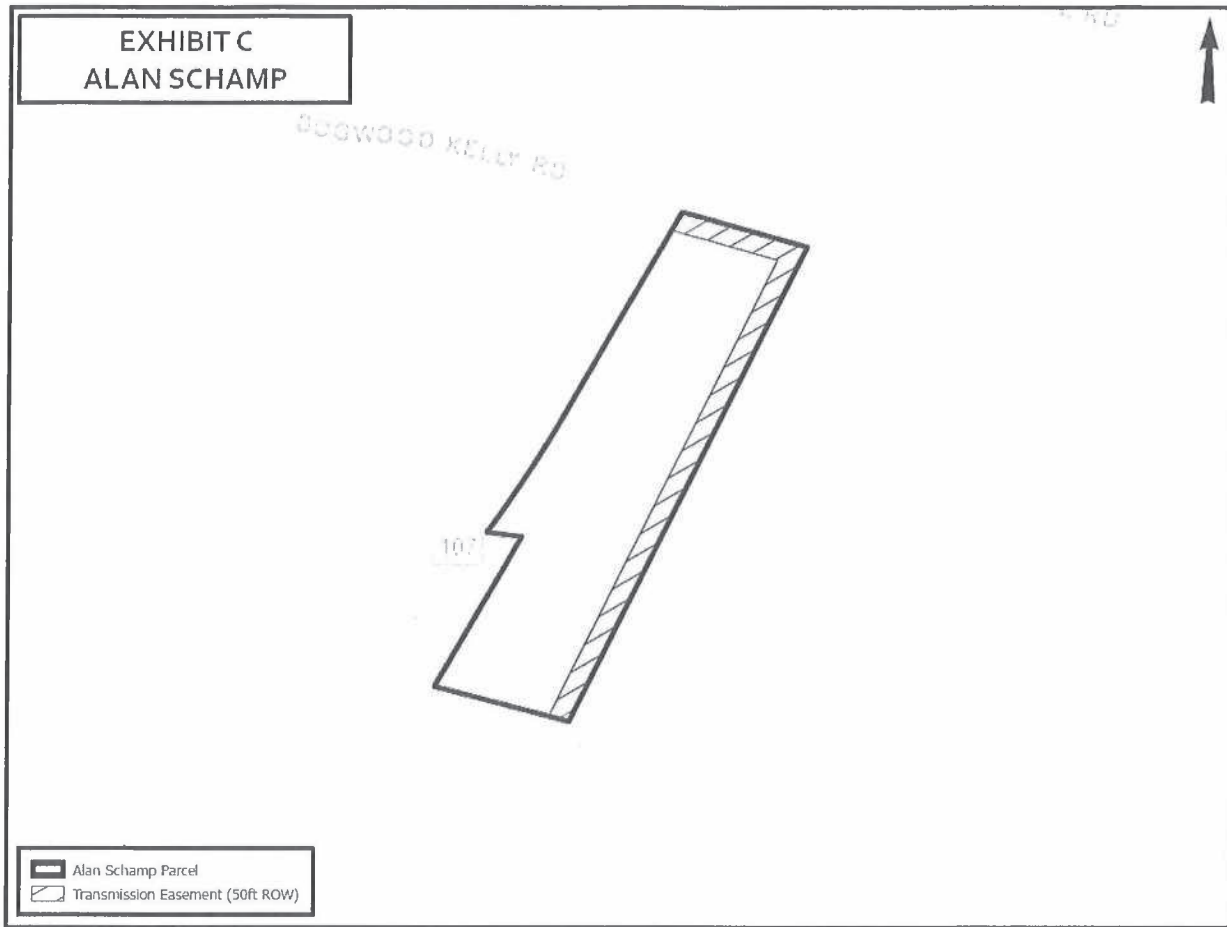


EXHIBIT C
EASEMENT AREA



OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT

This OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT (“**Agreement**”) is made on December 21, 2021 (“**Effective Date**”) by and between Patricia Houchens (“**Landowner**”) and Oriden LLC a Delaware limited liability company, and its successors, assigns or sublessees (“**Lessee**”).

WHEREAS, Landowner owns that certain real property situated in Christian County, Kentucky, consisting of approximately 111 acres, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Property**”); and

WHEREAS, Lessee intends to develop a solar energy project (“**Project**”) in the vicinity of the Property, and in connection therewith, desires to obtain an option to lease all or a portion of the Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of each party contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landowner and Lessee hereby agree as follows:

1. **Grant of Option.** Landowner hereby grants to Lessee the exclusive option (“**Option**”) to lease all or a portion of the Property for the purposes of the development, operation and maintenance of a solar energy project and related activities. In order to exercise the Option, Lessee shall give Landowner written notice of exercise (“**Option Exercise Notice**”) prior to the expiration of the Option Period (as defined in Section 2 hereof). Lessee shall have the right, in its sole discretion, to exercise the Option with respect to the entire Property or to only a portion of the Property. The Option Exercise Notice will be in substantially the form set forth on **Exhibit B** attached hereto and made a part hereof.

2. **Recording of Memorandum.** Lessee, at Lessee’s sole cost and expense, will record a memorandum of this Agreement in the land records of the County(ies) in which the Property is located, which memorandum shall be in the form attached hereto as **Exhibit C** and made a part hereof.

3. **Option Period.** The term “**Option Period**” shall mean the period of time beginning on the Effective Date and ending on the earlier of either (i) the fourth anniversary of the Effective Date, or (ii) the date Lessee exercises the Option (“**Option Exercise Date**”). During the Option Period, Lessee may enter the Property at any time, without prior notice to Landowner, to install, construct, use, operate, maintain, replace, relocate, deconstruct, and remove on and from the Property solar energy monitoring equipment, consisting of one or more solar panels, anchors, foundations, fences and monitoring instrumentation and equipment to protect and otherwise facilitate Lessee’s solar energy monitoring activities. Lessee shall also have the right to conduct other meteorological and environmental studies, conduct soil and geologic studies, and take photographs upon and of the Property. Lessee shall also have the right to apply for any and all permits and applications necessary in connection with the activities permitted by this Section 3 and in connection with the Project. Landowner shall cooperate with Lessee in connection with such applications, which cooperation shall include but not be limited to signing application forms

and associated documents when so requested by Lessee. Provided that Lessee has paid all sums to Landowner due and owing hereunder, Lessee shall have the right, upon written notice to Landowner, to extend the Option Period for one (1) additional period of one (1) years by giving written notice of extension to Landowner prior to the expiration of the Option Period. If extended in accordance with the foregoing, the term “**Option Period**” shall include the initial Option Period and the Extended Option Period. Notwithstanding anything contained herein to the contrary, Lessee shall have the right, at any time, for any reason, to terminate this Agreement provided that all sums due and owing to Landowner hereunder have been paid.

4. **Option Fee.** Lessee shall pay to Landowner an annual “**Option Fee**” in accordance with the following schedule:

- (a) [REDACTED] payable within thirty (30) days after the Effective Date;
- (b) [REDACTED] payable on the first anniversary of the Effective Date;
- (c) [REDACTED] payable on the second anniversary of the Effective Date; and
- (d) [REDACTED] payable on the third anniversary of the Effective Date.

If Lessee extends the Option Period as set forth in Section 3 hereof, Lessee shall pay to Landowner annual Option Fee payments during the Extended Option Period as follows:

- (e) [REDACTED] payable on the fourth anniversary of the Effective Date.

No payments will be required to be made under this Section 4 after the earlier of the Option Exercise Date or the date on which Lessee terminates this Agreement. For the avoidance of doubt, Lessee shall not be required to make a payment listed in this Section 4(b) through (f) if Lessee exercises the Option or terminates this Agreement prior to date on which such payment would otherwise have been required to be made.

5. **Lease.** If Lessee exercises the Option, Landowner shall lease to Lessee the portion of the Property identified by Lessee, pursuant to the terms of the Solar Energy Ground Lease and Easement Agreement attached hereto as **Exhibit D** and made a part hereof (“**Lease**”). Upon exercising the Option, Lessee will send to Landowner the Lease and the Memorandum of Lease (which is attached as an exhibit to the Lease) for Landowner to sign and notarize where applicable, and Landowner will promptly return the original to Lessee.

6. **Notice.** Notices or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier’s delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Landowner: Patricia Houchens
7095 Greenville Road
Hopkinsville, KY 42240

To Lessee: Oriden LLC
106 Isabella Street, Suite 400
Pittsburgh, PA 15212

7. Burdens Run With and Against the Property. The burdens of this Agreement shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Landowner and its heirs, successors, assigns, permittees, licensees, lessees, employees and agents. This Agreement and the rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees, employees and agents.

8. Exclusivity. The rights granted to Lessee hereunder are exclusive. Accordingly, Landowner shall not grant any other party the right to conduct solar energy monitoring activities or other due diligence activities on the Property in anticipation of solar energy uses during the Option Period. Landowner shall not grant any other option, leasehold interest, easements, or other encumbrances to title to any person or entity other than Lessee during the Option Period except for monetary liens, which shall be discharged by Landowner or consented to by Lessee prior to the Option Exercise Date.

9. Confidentiality. Landowner and Lessee shall maintain in confidence all confidential and proprietary information of the other party, including the terms of this Agreement and payments under this Agreement, and Lessee's methods of operation, methods of construction, data, and the like. Notwithstanding the foregoing, Landowner and Lessee may disclose the terms of this Agreement to their respective legal and financial advisers. The parties agree that the confidentiality obligation set forth herein shall survive for four (4) years after the expiration or earlier termination of this Agreement.

10. Representations and Warranties. Landowner hereby represents and warrants to Lessee as follows:

- (a) Landowner is the true and lawful owner of the Property in fee simple and has the right and authority to grant the Option and, if the Option is exercised, the Lease;
- (b) There are no rights, options or other agreements of any kind to lease, purchase, develop, acquire, sell or dispose of the Property, or any interest therein, nor any claims to any such options, rights or other agreements;

- (c) The Property is not in violation of any law or governmental order or regulation or of any easement, restriction, condition or covenant affecting the Property;
- (d) Landowner is not aware of any hazardous substances located in or on the Property which are in violation of any applicable environmental law, rule, regulation or order; and
- (e) There is no legal action or proceeding pending or threatened against Landowner or the Property.

11. Default and Remedies.

- (a) If Landowner breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after Landowner's receipt of written notice of the breach from Lessee, Lessee shall be entitled to avail itself of any and all remedies available at law or in equity.
- (b) If Lessee fails to pay Landowner any sum of money due hereunder, Lessee shall not be in default of this Agreement unless Lessee has received written notice of such failure from Landowner, and Lessee has failed to cure such non-payment within thirty (30) days after receipt of such notice.

12. Assignment.

- (a) In no event shall Landowner assign this Agreement, or the right to receive the payments hereunder, to any third party, unless Landowner sells its fee interest in the Property to a third party. Such prohibition includes, but is not limited to, an assignment of leases and rents in connection with Landowner obtaining a mortgage on all or a portion of the Property. Any attempt to assign this Agreement by Landowner for any reason other than the sale of the Property shall be null and void.
- (a) Lessee shall have the right to assign this Lease, in Lessee's sole discretion, and will give Landowner prompt notice of such assignment, along with the new notice address of the assignee.

- 13. **Time of the Essence.** Time is of the essence in regard to this Agreement and to all the terms, conditions, obligations and agreements contained in this Agreement.

- 14. **Governing Law.** The terms and provisions of this Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

- 15. **Interpretation.** The parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, either party.

- 16. **Partial Invalidity.** If any term, provision, condition, or part of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms, provisions, conditions, or parts, or application thereof to any

person or circumstance shall continue in full force and effect, unless the invalidity or unenforceability in question causes the primary intention of the parties under this Agreement to be frustrated.

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

18. **Signing Bonus.** Lessee will pay to Landowner a one-time signing bonus in the amount of [REDACTED] (“Signing Bonus”) within thirty (30) days after Lessee’s receipt of such original

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed
as of the Effective Date.

LANDOWNER:

By: Patricia Houchens

Name: Patricia Houchens

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed
as of the Effective Date.

LESSEE: Oriden LLC, a Delaware limited liability
company

By: Bill Miller
Name: Bill Miller
Title CFO

EXHIBIT A

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 Kershaw 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 Ivyll 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.

EXHIBIT B

Form of Exercise Notice

[Attached]

_____, 20__

VIA OVERNIGHT COURIER

Dear _____:

Reference is made to that certain Option for Solar Energy Ground Lease and Easement Agreement dated _____ (“**Option Agreement**”) by and between _____ (“**Landowner**”) and _____ (“**Lessee**”) with respect to certain real property located in _____ [City/Town], _____ County, Kentucky, as more particularly described and/or depicted in the Option Agreement, and as further described as follows (“**Property**”):

[Insert legal description]

Buyer hereby exercises the Option to lease a portion of the Property. Enclosed herewith is the Solar Energy Ground Lease and Easement Agreement for you to sign and return to us.

IN WITNESS WHEREOF, the undersigned has executed this notice this ____ day of _____, 20__.

LESSEE:

[_____, a _____]

By: _____
Name: _____
Title: _____

EXHIBIT C

Form of Memorandum of Option

[Attached]

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

Oriden LLC
106 Isabella Street, Suite 400
Pittsburgh, PA 15212

**MEMORANDUM OF OPTION FOR SOLAR ENERGY GROUND LEASE AND
EASEMENT AGREEMENT**

This **MEMORANDUM OF OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT** (“Memorandum”) is dated December 21, 2021, and is made by and between Patricia Houchens (“Optionor”) and Oriden LLC, a Delaware limited liability company (“Optionee”).

WHEREAS, Optionor owns that certain real property located in Christian County, Kentucky, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Land**”); and

WHEREAS, Optionor and Optionee have entered into that certain Option for Solar Energy Ground Lease and Easement Agreement dated December 21, 2021 (“**Option Agreement**”) whereby Optionor has granted to Optionee an option (“**Option**”) to lease all or a portion of the Land (“**Property**”). If exercised, the parties will enter into a Solar Energy Ground Lease and Easement Agreement (“**Solar Lease**”).

NOW, THEREFORE, intending to be legally bound hereby, the parties set forth the following information with respect to the Agreement.

1. The name and address of the Optionor are:

Patricia Houchens
7095 Greenville Road
Hopkinsville, KY 42240
2. The name and address of the Optionee are:

Oriden LLC
106 Isabella Street, Suite 400
Pittsburgh, PA 15212
3. The date of the Option Agreement is December 21, 2021.

4. The “**Option Period**” commenced on December 21, 2025, unless earlier exercised or terminated by Optionee. The “**Option Period**” commenced on December 21, 2021, 2021 and expires on December 21, 2025, unless earlier exercised or terminated by Optionee.
5. Optionee has the right to extend the Option Period for one (1) additional period(s) of one (1) year(s).
6. Optionor has granted to Optionee the right to enter the Property at any time during the Option Period, without prior notice to Optionor, to install, construct, use, operate, maintain, replace, relocate, deconstruct, and remove on and from the Property solar energy monitoring equipment, consisting of one or more solar panels, anchors, foundations, fences and monitoring instrumentation and equipment to protect and otherwise facilitate Optionee’s solar energy monitoring activities. Optionee shall also have the right to conduct other meteorological and environmental studies, conduct soil and geologic studies, and take photographs upon and of the Property. Optionor shall not grant any other party the right to conduct solar energy monitoring activities or other due diligence activities on the Property in anticipation of solar energy uses during the Option Period.
7. This Memorandum shall automatically terminate and be of no force or effect without the necessity of making or recording any additional instrument or writing if Optionee fails to exercise the Option during the Option Period, as the same may be extended.
8. If there are any inconsistencies between this Memorandum of Option and the Option Agreement, the Option Agreement shall in all instances be controlling.

[Signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Option as of the day and year first above written.

OPTIONOR:

By: Patricia Houchens
Name: Patricia Houchens
Title: Owner

ACKNOWLEDGEMENT

STATE OF Kentucky
COUNTY OF Christian

Before me, Patricia Houchens, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Patricia Houchens**, an unmarried individual, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Paducah, Ky, this 6th day of December, 2021.

Patricia Houchens
Notary Public # 603274

July 1 2022
My Commission Expires

OPTIONEE:
Oriden LLC, a
Delaware limited liability company

By: Bill Miller
Name: Bill Miller
Title: CFO

ACKNOWLEDGEMENT

STATE OF Pennsylvania
COUNTY OF Allegheny

Before me, Ann Marie Thompson, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Bill Miller, as CFO, on behalf of **Oriden LLC**, a Delaware limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Pittsburgh, this 21st day of December, 2021.

[Signature]
Notary Public

06/14/2025
My Commission Expires

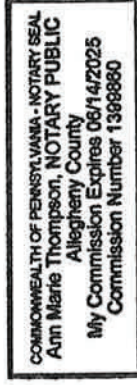


Exhibit A to MEMORANDUM OF OPTION FOR SOLAR ENERGY GROUND LEASE
AND EASEMENT AGREEMENT

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 Ivy 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.

EXHIBIT D

Solar Energy Ground Lease and Easement Agreement

[Attached]

SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT

This SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT (“**Lease**”) is made on _____, 20__ (“**Effective Date**”) by and between _____ (“**Landowner**”) and _____, a limited liability company, and its successors, assigns or sublessees (“**Lessee**”).

BASIC LEASE TERMS

Landowner:	Patricia Houchens
Landowner’s Address:	7095 Greenville Road Hopkinsville, KY 42240
Lessee:	Oriden LLC, a Delaware limited liability company
Lessee’s Address:	106 Isabella Street, Suite 400 Pittsburgh, PA 15212
Property:	Approximately 111 acres as more particularly described in Exhibit A attached hereto.
Premises:	That portion of the Property leased by Lessee hereunder, as more particularly described on Exhibit B attached hereto, for the development, operation and maintenance of the Project.
Project(s):	Lessee’s solar energy project(s) comprised of Solar Facilities (defined below), all or a portion of which may be located on the Premises.
Construction Date:	The Construction Date is the date when construction of Solar Facilities commences in connection with the Project, regardless of whether construction has commenced on the Premises.
Construction Period:	The Construction Period commences on the Construction Date and expires on the earlier of (i) the second (2 nd) anniversary of the Construction Date, (ii) the date on which Lessee gives Landowner a Termination Notice, or (iii) the Commercial Operation Date.

Commercial Operation Date:	The Commercial Operation Date is the date of the first commercial deliveries of electrical energy to the local utility grid from the Project. Lessee may, but shall have no obligation to, provide a notice of the Commercial Operation Date, and may record such notice against the Premises.
Lease Term:	If the Lessee has not given a Termination Notice prior to the expiration of the Construction Period, the Lease Term shall commence on the Effective Date and expire at 11:59 p.m. on the thirtieth (30th) anniversary of the December 31 immediately following the Commercial Operation Date.
Renewal Terms:	Lessee shall have the right, at its option, to extend the Lease Term for two (2) additional periods of ten (10) years.
Annual Rent:	Commencing on the Construction Date and continuing throughout the Lease Term, and any Renewal Terms, Lessee will pay to Landowner [REDACTED] per acre with a [REDACTED] annual escalator of the Premises.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of each party contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landowner and Lessee hereby agree as follows:

ARTICLE I. Premises; Use; Easements

Section 1.1 Lease of Premises for Solar Energy Purposes.

Landowner leases the Premises to Lessee, and Lessee leases the Premises from Landowner for the purpose of developing, constructing, installing, using, maintaining, operating, replacing, relocating and removing all or any portion of the Project, including but not limited to monitoring, testing (including without limitation, environmental, archaeological and geotechnical test and studies) and evaluating the Premises for solar energy generation; activities related to the production of solar energy including solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter "**Solar Facilities**"). Lessee's use of the Premises shall include the right to create noise, electric and magnetic fields, and impacts to the view of and from the Property. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use any portion of the Property for Solar Energy Purposes. The term

“**Solar Energy Purposes**” means converting solar energy into electrical energy or collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 1.2 No Required Construction or Production.

Lessee makes no representations or warranties to Landowner regarding the likelihood of success of development or power generation from the Premises. Nothing contained in this Lease shall be construed as requiring Lessee (i) to undertake construction or installation or to alter or remove any Project on the Premises or elsewhere, except for removal of all Solar Facilities upon the expiration, surrender or earlier termination of this Lease as provided herein; (ii) to continue operation of any Solar Facilities from time to time located on the Premises or elsewhere; (iii) to generate or sell any minimum or maximum amount of electrical energy from the Premises; and the decision if, when and to what extent that such construction and generation will occur shall be solely in Lessee’s discretion. Landowner acknowledges that Lessee has made no representations or warranties to Landowner, including any regarding development of, or the likelihood of power generation from, the Premises.

Section 1.3 Use.

Lessee shall use the Premises only for Solar Energy Purposes and any lawful purposes reasonably related thereto.

Section 1.4 Siting.

Lessee and Landowner acknowledge that the Site Plan may not reflect the final location of the Project, and Lessee agrees to consult with Landowner prior to finalizing the Project design and layout. Landowner and Lessee agree to replace **Exhibit B** with the final Site Plan once agreed to between Landowner and Lessee, at which time the Premises shall be the location set forth on such final Site Plan; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the Term (as defined below) of this Lease.

Section 1.5 Easements.

(a) **Access Easement.** Landowner hereby grants to Lessee, for the Term, an easement on, over, under, upon and across and on the Property for ingress to and egress from Solar Facilities whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**Access Easement**”). Lessee shall have the right to improve, maintain, replace and repair existing roads and lanes, or to build new roads, shall run with and bind the Property for the benefit of the Premises, and shall inure to the benefit of and be binding upon Landowner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(b) **Solar Easement.** Landowner hereby grants and conveys to Lessee, for the Term, an easement (the “**Solar Easement**”) on, over and across the Property, for the benefit of the Premises, for direct sunlight to any solar panels installed on the Premises (“**Solar Access**”). As grantee under the Solar Easement, Lessee shall have the right to trim, cut down and remove any

trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which obstruct Solar Access or otherwise interfere with or endanger the Project. For the avoidance of doubt, Landowner shall not be allowed to construct or permit the construction of any improvements on the property that would impede Solar Access to the Project.

(c) **Utility Easement.** Landowner hereby grants and conveys to Lessee, for the Term, a non-exclusive access and utility easement (the “**Utility Easement**,” and together with the Access Easement and Solar Easement, the “**Easements**”), for the benefit of the Premises, (i) on, over and across the Property for the purpose of accessing any such systems or utility lines for the purpose of repair or maintenance; (ii) on, over, under and across those portions of the Property identified on the Site Plan for the purpose of constructing, reconstructing, replacing, removing, maintaining, operating and using from time to time a system of underground electrical lines and/or above-ground poles and such wires and cables as from time to time are suspended therefrom, together with all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said poles, wires, cables and lines; and (iii) on, over and across any portion of the Property reasonably necessary for the purpose of erecting, constructing, installing, replacing, repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining electrical lines any and all utilities (including water, wastewater, storm water detention, drainage, electric, telephone, gas, cable television, and electronic data transmission services), together with all lines, pipes, conduits and other equipment, improvements and appurtenances used in the supply and provision of such utilities; provided that the location of any such electrical lines and utilities shall not unreasonably interfere with Landowner’s use and operation of the Property.

(d) **Separate and Additional Easements.** Upon the request of Lessee at any time and from time to time during the Term, Landowner shall deliver to Lessee, duly executed and in recordable form, (A) stand-alone versions and/or Landowner’s countersignature on and/or consent to any subeasements granted by Lessee to a third party, and (B) Landowner shall deliver to Lessee a subeasement of any easement that has been granted to Landowner (a “**Landowner Easement**”) to the extent Landowner has the right to grant same under such Landowner Easement. Additionally, if at any time during the Term, commercial operation of the Project reasonably requires /additional easements on the Property in favor of third parties, including but not limited to any independent system operator with jurisdiction over the system in which the applicable Project operates, the transmission system owner or operator to whose transmission lines any Project interconnects, the phone or other communications provider, or the off-taker to whom output from any Project is to be sold, Landowner shall upon request of Lessee or such third party grant such easement in such location or locations as such party may reasonable request for a reasonable fee agreed to by Landowner and Lessee or such third party.

(e) **Running with the Land.** The burdens of the Easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property, binding upon and against Landowner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors and assigns.

(f) **Landowner Rights.**

(i) Landowner may not use the Property in a manner inconsistent with Lessee's use of any access roads or any of the Easements granted herein;

(ii) Any such use of the Property by Landowner shall not include solar energy development or the installation of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Lessee in this Lease);

(iii) Landowner shall not enter into any easements, leases or other agreements with respect to the Premises (or the Property, to the extent it affects any rights of Lessee hereunder) after the Effective Date without the prior written approval of Lessee, which approval may not be unreasonably withheld, conditioned or delayed; any such easements, leases or agreements which Lessee approves shall expressly provide that they are subject to and subordinate in all respects to this Lease and to the rights and obligations of Landowner and any assignee hereunder;

(iv) Landowner shall, at Landowner's sole cost and expense, have the express right to farm or perform other agricultural, grazing or other operations, and any other third party use or operation on the Premises during the period Construction Period; provided that all such rights to use, operate or otherwise possess the Premises shall terminate and cease no later than the Construction Date, and for the avoidance of doubt, Landowner shall not have the right to use the Premises for any reason during the Term except as expressly authorized herein.

(g) **Reduction of Premises.** Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation and/or operation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee's sole discretion. Upon Lessee's exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

(h) **Division into Separate Leases.** Lessee may use the Premises for one or more Projects on the Premises and designate such Projects in its sole discretion. If Lessee elects to divide the Premises into multiple Projects, Landowner shall, within twenty (20) days after written request from Lessee, and without demanding any additional consideration, cooperate with Lessee in bifurcating this Lease by entering into and delivering to Lessee two or more new leases (which shall supersede and replace this Lease) that provide Lessee with separate leasehold estates in different portions of the Premises, as designated by Lessee. Each of such new leases shall: (a) specify the portion(s) of the Premises to be covered thereby, (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Lessee prior to the execution of such new leases, and except for any modifications that may be required to ensure that each party's combined obligations under such new leases do not exceed such party's obligations under this Lease) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term; and (d) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landowner. Further, notwithstanding any other provision of this Lease, in the event of any unsecured default under any such new lease, such default shall not affect, or cause a termination of, any other such new lease or any rights or interests granted under any other such new lease.

Section 1.6 Landowner's Rights. Subject to the Easements, Landowner retains the full right to use the portion of the Property not included within the Premises; provided that:

- (a) Landowner may not use the Property in a manner inconsistent with Lessee's use of any access roads or any of the Easements (hereinafter defined) granted herein;
- (b) Any such use of the Property by Landowner shall not include solar energy development or the installation of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Lessee in this Lease); and
- (c) Landowner shall not enter into any easements, leases or other agreements with respect to the Premises (or the Property, to the extent it affects any rights of Lessee hereunder) during the Term without the prior written approval of Lessee; provided that Landowner may grant a mortgage or deed to secure debt encumbering the Property, including the Premises, so long as Landowner obtains a non-disturbance agreement in form and substance reasonably satisfactory to Lessee stating that the lender shall not disturb the quiet possession of the Premises by Lessee pursuant to the terms of this Lease.

Section 1.7 Landowner Improvements. Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the "**Existing Homestead**"), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an "**Improvement**") located on the Property outside of the Existing Homestead. Landowner may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Landowner has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Landowner may replace any structure or improvement located in the Property as of the Effective Date (the "**Original Structure or Improvement**") with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the "**New Structure or Improvement**"), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Landowner would like a variance of the preceding requirements, Landowner may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee's sole discretion

ARTICLE II. **Term**

Section 2.1 Term.

- (a) **Term.** Lessee's rights under the Lease commence on the Effective Date and continue through the Renewal Terms, if any, unless earlier terminated pursuant to the terms hereof (the "**Term**").
- (b) **Option Exercised.** Landowner and Lessee hereby acknowledge and agree that Landowner previously granted to Lessee an option for this Lease ("**Option**"), that Lessee has

timely exercised the Option and Landowner has received all of the payments due to Landowner under the Option agreement.

(c) **Renewal Term(s).** Lessee shall have the right, at its option, to extend the Lease Term for the Renewal Terms (each, a “**Renewal Term**”). To exercise an option to extend the Lease Term for a Renewal Term, Lessee must deliver a written extension notice to Landowner prior to the expiration of the Lease Term or the Renewal Term, as applicable. Lessee must deliver the written notice. The Lease Term shall continue during each Renewal Term on the same terms and conditions applicable during the Lease Term, except as specifically provided herein. If Lessee fails to effectively exercise an option to renew the Lease Term, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Lease Term hereof.

Section 2.2 Termination of the Lease.

Lessee may terminate this Lease with respect to all or a portion of the Premises at any time and for any reason by giving Landowner a notice of termination (“**Termination Notice**”) at least thirty (30) days in advance. Lessee shall pay to Landowner any and all payments due pursuant to this Lease through the thirtieth (30th) day after Landowner’s receipt of the Termination Notice.

Section 2.3 Part of a Larger Project.

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee’s use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III.

Payments and Taxes

Section 3.1 Annual Rent.

Within forty-five (45) days after the Commercial Operation Date, and by February 15th of each subsequent year of the Lease Term and any Renewal Term, Lessee shall pay Landowner the sum of _____ Dollars and No/100 (\$_____.00) multiplied by the acreage of the Premises (prorated for any partial acres within the Premises, rounded to the nearest hundredth of an acre) as rent for the Premises (the “**Annual Rent**”). The Annual Rent payment for the first and last years of the Lease Term, if less than a full calendar year, shall be prorated based on the number of days remaining in such calendar year.

Section 3.2 Taxes, Assessments and Utilities.

(a) **Real Property Taxes.** Landowner shall pay, when due, all real property taxes and assessments levied against the Property and all personal property taxes and assessments levied against any property and improvements owned by Landowner and located on the Property.

Subject to Section 3.2 (c), if Landowner shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Rent otherwise due to Landowner from Lessee. In the event that the local governmental authority requires that the Premises be a separate tax parcel, any cost incurred in connection with the creation of such separate tax parcel shall be shared equally between the parties.

(b) **Personal Property Taxes.** Lessee shall pay all personal property taxes and assessments levied against the Project when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of the installation of the Project on the Premises, including any reclassification of the Premises (which may trigger the assessment of rollback taxes or an increase in the assessment ratio applicable to the Premises), Lessee shall pay or reimburse Landowner an amount equal to the rollback tax plus the increased tax within thirty (30) days after Landowner provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes.

(c) **Permitted Contests.** Either party, including the Lessee in Landowner's name, shall have the right to contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has (i) paid the obligation in question, or (ii) so long as the contest has the effect of preventing the collection of tax, assessment or charge and the sale or foreclosure of any lien for such tax, assessment or charge, established adequate reserves to pay the obligation in the event of an adverse determination.

(d) **Utilities.** Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Project or Lessee on the Premises.

Section 3.3 Property Damage.

In the event the Property is damaged by Lessee or its contractors, licensees or other invitees in the course of the construction of the Project, ordinary wear and tear excluded, Lessee shall, at Lessee's sole option, either repair any such property damage or reimburse Landowner for Landowner's actual out-of-pocket costs for repairing such damage within thirty (30) days after Lessee's receipt of invoices evidencing such costs.

Section 3.4 Severance of Lease Payments.

Landowner acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to either (a) assign payments due to Landowner under the Lease to a third party without the consent of Lessee or (b) reserve the right to receive payments due to Landowner under the Lease in the event the Premises is transferred to a third party. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction.

(a) The parties anticipate and acknowledge that Landowner or Landowner's renters may suffer damage to crops, fences, and other property or improvements on the Premises during Lessee's development of Solar Facilities on the Premises. Lessee shall reimburse Landowner for any such damages within thirty (30) days after determining the extent of damage. Notwithstanding any provision herein to the contrary, Landowner acknowledges and agrees that it shall not be allowed to grow crops on the Premises or allow others to grow crops on the Premises (whether pursuant to a lease or other occupancy agreement) during a calendar year if, by December 1st prior to such calendar year when the growing of crops is disallowed, Lessee provides Landowner with written notice stating that Lessee intends to construct the Project in the following year ("Construction Notice"). In no event will Lessee have any obligation to pay Crop Damages (as defined in subsection (b) below) for any damage to crops caused by Lessee's activities on the Premises after the date of the Construction Notice.

(b) Crop damages will be calculated by the following formula: $\text{Price} \times \text{Yield} \times \text{Percentage of Damage} \times \text{Acreage} = \text{"Crop Damages"}$. Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the immediately previous two (2) years' yields of the same crop as the damaged crop, according to Landowner's records, as received from and certified by Landowner, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Landowner's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Landowner does not have yield records available, the Landowner will use FSA records for the county in which the Premises is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Landowner or Landowner's renters any loss of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV.

Covenants, Representations and Warranties

Section 4.1 **Covenants of Lessee.** Lessee hereby covenants and agrees as follows:

(a) **Mechanic's Liens.** Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee causes the lien to be discharged of record or bonded over within forty-five (45) days after Lessee receives written notice of the filing thereof. Lessee agrees to provide for ultimate removal before it affects Landowner's rights on the Premises.

(b) **Permits and Laws.** Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid

orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises or the Project of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Landowner unless Landowner has specifically agreed to join the action. Landowner agrees not to unreasonably withhold its agreement to join such action. If Landowner agrees to join the action, Landowner shall cooperate in every reasonable way in such contest, provided Lessee reimburses Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

(c) **Lessee's Improvements.**

(i) After the construction of the Project, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Project to substantially the same condition that such portions of the Premises were in prior to the construction of the Project. At its sole discretion, Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, fencing, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee (with the exception of road improvements made to the areas subject to the Access Easement) pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this **Error! Reference source not found.**

(ii) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be relocated, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear and damage from casualty excepted.

(d) **Removal of the Project.**

If Lessee fails to remove any of the Solar Facilities, with the exception of roads, on the Property within twelve (12) months after the date the Term expires or the Lease terminates, such Solar Facilities shall be considered abandoned by Lessee and Landowner may either: (i) remove the remaining Solar Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Lessee; or (ii) consider the Solar Facilities abandoned, at which time the remaining Solar Facilities shall become the property of Landowner. If Lessee fails to remove any of the Solar Facilities as required, and Landowner elects to remove such Solar Facilities at Landowner's expense, Lessee shall reimburse Landowner for all reasonable out-of-pocket costs of removing those Solar Facilities, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner accompanied by reasonable supporting documentation, which amount may be drawn from the Removal Security (defined below).

On the fifteenth (15th) anniversary of the Commercial Operation Date and for the remainder of the Term, Lessee shall provide either a surety bond or escrow funds (the “**Removal Security**”) to secure Lessee’s obligations under this Section 4.1, which Removal Security shall be in the name of Landowner and/or the applicable governmental authority. Lessee shall provide Landowner written notice upon the establishment of such Removal Security, which notice shall identify the location, instructions on how to draw and amount of the Removal Security. The Removal Security shall be equal to the lesser of (i) the estimated amount, if any (the “**Net Removal Costs**”), by which the cost of removing the Solar Facilities exceeds the salvage value of such Solar Facilities, which Net Removal Costs shall be determined as set forth below; or (ii) if applicable governmental rules or permits for the Solar Facilities require the posting of security for removal of such Solar Facilities, the amount of necessary to satisfy the requirements of such governmental rules or permits. To the extent that the Net Removal Costs are zero (or negative), Lessee shall not be required to provide the Removal Security; provided, however, that Lessee shall re-evaluate the need for and amount of the Removal Security annually after the fifteenth (15th) anniversary of the Commercial Operation Date. Net Removal Costs shall be determined by the parties hereto acting in good faith. If the parties cannot agree upon the Net Removal Costs within sixty (60) days of their first attempt to do so, then the Net Removal Costs shall be determined by an independent engineer mutually selected by the parties, at Lessee’s expense.

(e) **Insurance.** Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee’s activities on the Premises at all times during the Term, including comprehensive general liability insurance with a minimum combined occurrence and annual limitation of [REDACTED] for the period commencing on the Effective Date and continuing through the Construction Period and [REDACTED] for the period commencing upon the expiration of the Construction Period and the earlier of the date the Solar Facilities are fully removed from the Property after the expiration or earlier termination of the Term or twelve (12) months following the expiration or earlier termination of the Term. Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well. Any such policies shall name Landowner as an additional insured and shall provide for thirty (30) days prior written notice to Landowner of any cancellation or material change. Lessee shall provide Landowner with copies of certificates of insurance evidencing this coverage upon request by Landowner. Policies shall provide coverage for any costs of defense or related fees incurred by Landowner. Lessee shall reimburse Landowner for any increase in Landowner’s insurance premiums relating to the Premises, but only to the extent that such increase is directly and exclusively caused by the installation of the Solar Facilities or Lessee’s operations on the Premises.

(f) **Essential Services.** Subject to Lessee’s exclusive rights in Section 1.1, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities

Section 4.2 Covenants of Landowner.

(a) **Title and Authority.** Except to the extent otherwise stated in this Lease, Landowner is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Landowner has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (i) those currently of record in the county where the Property are located, or (ii) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Landowner shall, at Landowner's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Landowner to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Landowner, this Lease constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.

(b) **Cooperation to Eliminate Lien Interference and Approvals.** Landowner shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Landowner's title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder or property owner with any rights or interests superior to those granted to Lessee under this Lease. Landowner, at no cost or expense to Landowner, shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities, including without limitation any permit, approval or covenant required by the Kentucky Energy and Environment Cabinet. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Landowner hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of Solar Facilities on the Property and/or Projects related thereto. Landowner shall also .

(c) **Quiet Enjoyment.** As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Landowner or any person claiming through Landowner. Landowner's activities on the Premises and any grant of rights Landowner makes to any other person with respect to the Premises shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, including the Easements.

(d) **Operation of the Solar Facilities.** Landowner acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property and will cause or emit electromagnetic and frequency interference. Landowner covenants and agrees that the Landowner shall not assert that the Solar Facilities constitute a nuisance.

(e) **Maintenance of the Premises.** Landowner will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Landowner will maintain all other roads or trails on the Premises.

(f) **Hazardous Materials.** Landowner shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Landowner's operations, any substance which is defined as a "hazardous substance," "hazardous material," or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Landowner represents to Lessee that Landowner has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify, defend and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE V.

Assignment; Encumbrance; Continuing Nature

Section 5.1 Right to Assign/Transfer.

Lessee may at any time sell, convey, assign, sublet or otherwise transfer the whole or any portion or portions of its interests in and to this Lease, the Premises and/or the Solar Facilities and any related facilities, including, without limitation, through the grant of equal or subordinate rights and interests such as co-leases, separate leases, co-easements, separate easements, sub-easements, licenses or similar rights to one or more persons or entities, in each case without Landowner's consent (any such sale, assignment, or other transfer, hereinafter a "Transfer" and the interests conveyed by such Transfer, hereinafter the "Transferred Interests"). Following such Transfer, the term "Lessee" shall be deemed to include each entity then holding any Transferred Interest (each, a "Transferee") and Landowner shall recognize such Transferee as Lessee's legal successor with respect to such Transferred Interest. Furthermore, upon a Transfer, (i) the transferee shall have all of the rights, benefits, and obligations of Lessee under and pursuant to this Lease with respect to such Transferred Interest; and (ii) Lessee shall be relieved of all of its duties and obligations under this Lease relating to the Transferred Interests accruing after the effective date of such Transfer. No transferee, by virtue of Lessee's Transfer to it, shall acquire any greater interest in the Transferred Interests than Lessee shall have had prior to such Transfer.

Section 5.2 Right to Encumber.

Lessee may at any time mortgage all or any part of its interest in and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in and rights under this Lease to one or more entities (each, a "Lender" and collectively, "Lenders"). The rights of any and all such Lender(s) are set forth on Exhibit C attached hereto and made a part hereof. No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

Section 5.3 Continuing Nature of Obligations.

The burdens of the Easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

**ARTICLE VI.
Condemnation**

Section 6.1 Effect of Condemnation.

If eminent domain proceedings are commenced against all or any portion of the Premises or the Easements, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Property, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 6.2 Condemnation Proceeds.

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Landowner, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 6.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 6.2.

**ARTICLE VII.
Default/Termination**

Section 7.1 Events of Default.

(a) Each of the following shall constitute an "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity.

(i) Any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for forty-five (45) days after written notice ("Notice of Default") from Landowner;

(ii) Any other breach of this Lease by either party which continues for forty-five (45) days after Notice of Default from the non-defaulting party or, if the cure will take longer than forty-five (45), the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 7.2 Surrender.

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Landowner in good order and condition, reasonable wear and tear excepted, including without limitation, the removal of the Project and all improvements, structures, facilities, personal property, furniture, fixtures and equipment located on the Premises (but not including any driveways) (all such items or structures being individually and collectively, the “**Improvements**”). Lessee shall have the right and license to enter upon the Site to deconstruct and remove the Improvements from the Site within one hundred and eighty (180) days after the expiration or earlier termination of this Lease. The provisions of this **Error! Reference source not found.** shall survive any termination or expiration of the leasehold interest granted to Lessee hereunder, and the insurance and indemnification obligations of Lessee shall continue in full force and effect until the Improvements are removed from the Premises and all resultant injuries to the Site (but not including any driveways) are remedied (reasonable wear and tear excepted).

Section 7.3 Remedies.

Landowner acknowledges and agrees that should Landowner breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Landowner agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Landowner agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE VIII. Indemnity

Each party agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Landowner, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

ARTICLE IX. Miscellaneous

Section 9.1 Notice.

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be

sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Landowner: Attn: _____

To Lessee: Attn: _____

With a copy to: Attn: _____

Section 9.2 Relationship of the Parties; No Third-Party Beneficiaries.

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Landowner and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Landowner and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement.

It is mutually understood and agreed that this Lease constitutes the entire agreement between Landowner and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) **Governing Law.** This Lease is made in Kentucky and shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of law principles. If a dispute arises out of or related to the Lease, and if said dispute cannot be resolved through negotiations, the parties agree first to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to litigation. Any mediation or litigation shall take place in the County and State in which the Project is located. Each party shall have all rights and remedies available at law or equity.

(b) **Punitive Damages.** Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Landowner and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

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

Section 9.5 Cooperation.

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Landowner re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Landowner shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Landowner agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver.

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver

would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Landowner hereunder, Lessee shall offset the amount of such overpayments to Landowner against future payments due to Landowner from Lessee hereunder.

Section 9.7 Force Majeure.

Neither Landowner nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.

Section 9.8 Confidentiality.

Landowner and Lessee shall maintain in confidence all confidential and proprietary information of the other party, including without limitation, the terms and conditions of this Lease, the payments to be made hereunder, Lessee's product design, wildlife survey data, methods of operation, methods of construction, meteorological data, and the like. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits.

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Landowner's option, Landowner and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability.

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts.

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease.

Landowner and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee, as set forth on **Exhibit D** attached hereto. Landowner hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Landowner, Lessee agrees to provide a recordable acknowledgement of such termination to Landowner.

Section 9.13 Multiple Owners.

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Landowner any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Landowner in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Landowner. At Lessee's election such payment may be by joint check or checks payable to the Landowner parties known to Lessee. The parties comprising Landowner shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Landowner hereby irrevocably directs and authorizes Lessee to make all payments payable to Landowner under this Lease and to provide all notices to Landowner under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Landowner, or to such other single person that all parties comprising Landowner shall direct by written notice to Lessee. The parties comprising Landowner shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Landowner shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Landowner under this Lease or the performance of any obligation owed to Landowner under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Landowner under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Landowner agree on pursuing such right or remedy and so notify Lessee in writing.

[Signatures on following pages]

**SIGNATURE PAGE TO SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed
as of the Effective Date.

LANDOWNER: [COMPANY NAME]

By: _____ (SEAL)
Name: _____
Title: _____

**SIGNATURE PAGE TO SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed
as of the Effective Date.

LESSEE: [COMPANY NAME]

By: _____ (SEAL)
Name: _____
Title: _____

EXHIBIT A

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 Ranshaw 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 Ivy 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 Bette 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.

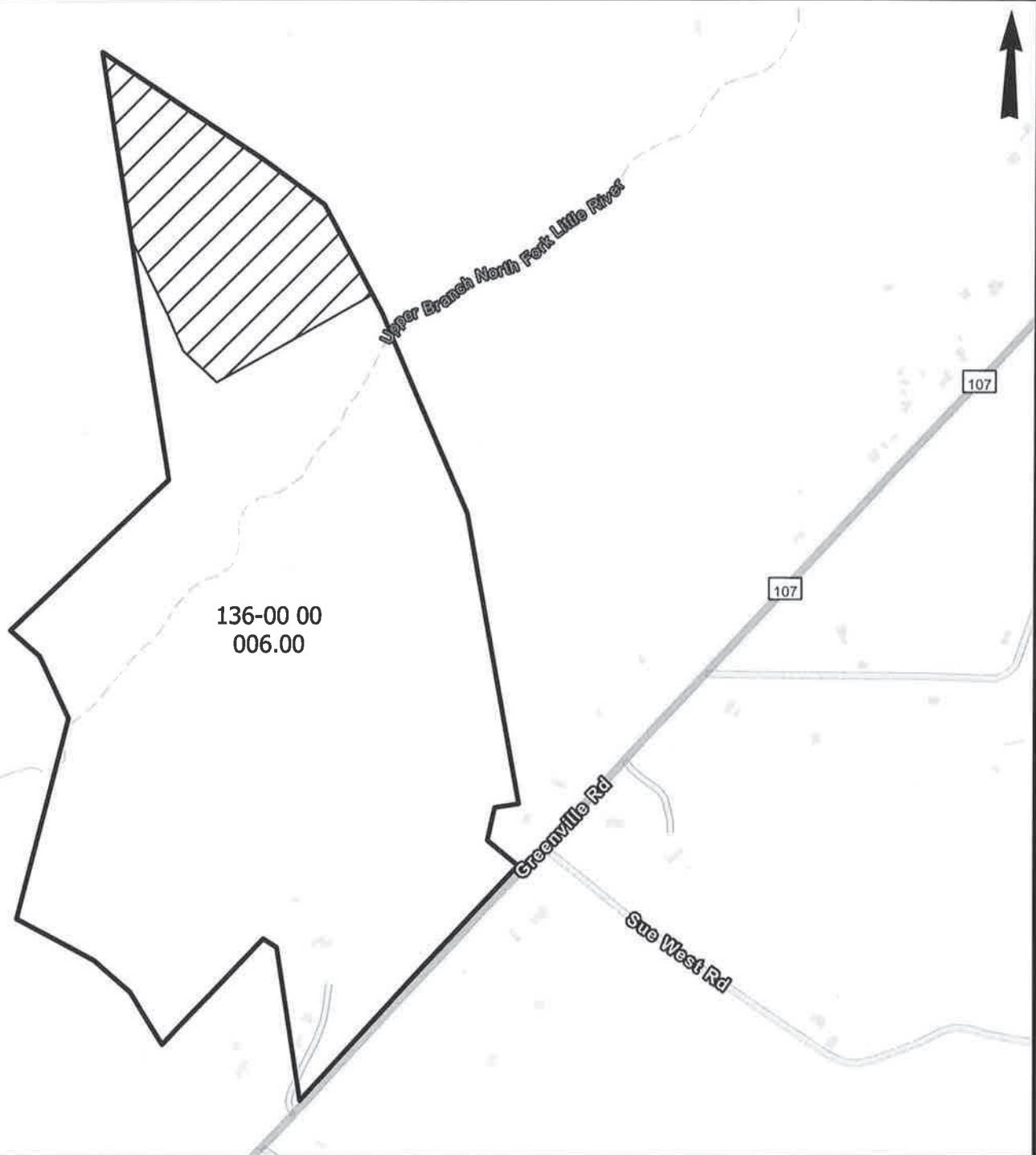
Said property was conveyed to Noel D. Hale and Mary Hale, his wife, by Wynn, as joint tenants with right of survivorship. The said Mary Hale died in 1960, whereupon the entire title vested in Noel D. Hale. By his will recorded in Will Book 12 at page 186, the said Noel D. Hale devised said property to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

The parcel contains approximately 111 acres.

EXHIBIT B

SITE PLAN

EXHIBIT B
Premises
Patricia Houchens



- Parcel
- Premises

EXHIBIT C

SPECIAL FINANCING AND LENDER PROTECTIONS

For purposes of this Exhibit C, all references to “Lessee” shall also include any Transferee.

1. Lender’s Right to Possession, Right to Acquire and Right to Assign. A Lender shall have the absolute right to do one, some or all of the following things without further consent from Lender: (a) assign its lender’s lien; (b) enforce its lender’s lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to Lessee’s leasehold and easement estates (individually or collectively, as the context may require, “**Leasehold Estate**”) granted by this Lease; (d) take possession of and operate the Project and the Solar Facilities or any portion thereof and perform any obligations to be performed by Lessee hereunder, or cause a receiver to be appointed to do so; (e) assign or transfer the Leasehold Estate or sublease to a third party; or (f) exercise any rights of Lessee under this Lease. Upon acquisition of the Leasehold Estate by a Lender or any other third party who acquires the same from or on behalf of the Lender, Lender shall recognize the Lender or such other party (as the case may be) as Lessee’s proper successor, and the Lease shall remain in full force and effect.

2. Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Lessee, Lender shall deliver a duplicate copy of the applicable Notice of Default to each Lender, concurrently with delivery of such notice to Lessee, of which Lender has been provided written notice.

3. Cure. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, as is given to Lessee after Lessee’s receipt of a Notice of Default under this Lease, plus, in each instance, the following additional time periods: (i) thirty (30) days in the event of any monetary Event of Default; and (ii) sixty (60) days in the event of any non-monetary Event of Default; provided, however, that (a) such sixty (60)-day period shall be extended for the time reasonably required by the Lender to complete such cure, including the time required for the Lender to obtain possession of the Premises (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (b) the Lender shall not be required to cure those Events of Default which are not reasonably susceptible of being cured or performed by such party (“**Non-Curable Defaults**”). The Lender shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee under this Lease for purposes of curing such Event of Default. Lender shall not terminate this Lease prior to expiration of the cure periods available to a Lender as set forth above. Further, (x) neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease as long as the rent and all other amounts payable by Lessee under this Lease are paid by the Lender in accordance with the terms thereof and (y) Non-Curable Defaults shall be deemed waived by Lender upon completion of foreclosure proceedings or other acquisition of the Leasehold Estate.

4. Deemed Cure; Extension. If any Event of Default by Lessee under this Lease cannot be cured without obtaining possession of all or part of (a) the Solar Facilities or (b) the Leasehold Estate, then any such Event of Default shall nonetheless be deemed remedied if: (i) within sixty (60) days after receiving notice from Lender as set forth hereinabove, a Lender

acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Lender performs all other obligations as and when the same are due in accordance with the terms of this Lease. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee from commencing or prosecuting the proceedings described above, then the sixty (60)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

5. Liability. A Lender that does not directly hold an interest in this Lease, or that holds only a lender's lien, shall not have any obligation under this Lease prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Lease only for and during the period of time that such Lender directly holds such absolute title. Further, If a Lender elects to (a) perform Lessee's obligations under this Lease, (b) continue Lessee's operation of an energy project on the Premises, (c) acquire any portion of Lessee's right, title, or interest in the Premises or in this Lease or (d) enter into a new lease as provided herein, then such Lender shall have no personal liability to Landowner, and Landowner's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Project. Moreover, any Lender or other party who acquires the Leasehold Estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Leasehold Estate.

6. New Lease to Lender. If this Lease (a) terminates because of Lessee's unsecured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Lender has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Landowner shall, upon written request from such Lender received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new lease in favor of such Lender, which new lease shall (i) contain the same terms as this Lease (except for any requirements that have been fulfilled by Lessee prior to such termination, foreclosure, rejection or disaffirmance hereinafter referred to as a "**Terminating Event**"), (ii) be for a term commencing on the date of such Terminating Event, and continuing for the remaining term of this Lease before giving effect to such Terminating Event, (iii) contain a lease of the Premises or such portion thereof as to which such Lender held a lender's lien on the date of such Terminating Event, (iv) contain a grant to the Lender of access, transmission, communications, utility and other easements covering such portion or portions of the Premises as such Lender may reasonably designate and (v) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landowner; and, until such time as such new lease is executed and delivered, the Lender may use the Premises to conduct an energy project thereon as if the Lease were still in effect. At the option of the Lender, the new lease may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of Lessee thereunder.

7. Lender's Consent. Notwithstanding any provision of this Lease to the contrary, (a) Landowner shall not agree to a modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce

the security for its lender's lien and (b) Landowner shall not accept a surrender of the Premises or any part thereof or a termination of this Lease; in each such case without the prior written consent of each Lender.

8. Further Amendments. At Lessee's request, Landowner, without demanding additional consideration therefor, shall amend this Lease to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or obligations of Landowner under this Lease, or extend the Term beyond the term set forth in Article II of this Lease. Further, Landowner shall, within ten (10) days after written notice from Lessee or any existing or proposed Lender, execute and deliver thereto (i) a certificate to the effect that Landowner recognizes a particular entity as a Lender under this Lease and will accord to such entity all the rights and privileges of a Lender hereunder and (ii) an estoppel certificate (a) certifying that this Lease is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the rent and all other sums due and payable have been paid, (c) certifying that to the best of the Landowner's knowledge there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by the party requesting same. Landowner's failure to deliver any such certificate within such time shall be conclusive upon Landowner that this Lease is in full force and effect and has not been modified, the rent and all other sums due and payable have been paid through the date of such written notice, there are no uncured Events of Default by the requesting party hereunder and the other certifications so requested are in fact true and correct.

[Remainder of page intentionally left blank]

EXHIBIT D

FORM OF MEMORANDUM OF LEASE

[Attached]

RECORDING REQUESTED BY,
AND AFTER RECORDING,
RETURN TO:

[]
[]
[]
[]

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

**MEMORANDUM OF SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

This **MEMORANDUM OF SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT** (this "Memorandum") is dated [], 20[] (the "Effective Date"), and is made by and between [], a [] corporation, with an address at [] ("Landowner") and [], a [] limited liability company, with an address at [] ("Lessee").

WHEREAS, Landowner subleases certain real property located in the City of [], [] County, Kentucky, as more particularly described on the attached **Exhibit A** (the "Property"), pursuant to that certain [], dated as of [], 20[], a memorandum of which is of record in [], in Office of the County Clerk for [] County, Kentucky, which Property is owned in fee simple by the Landowner; and

WHEREAS, pursuant to that certain Solar Energy Ground Lease and Easement Agreement (the "Lease") dated [] (the "Effective Date"), Landowner has sub-subleased to Lessee a portion of the Property in the approximate location shown on the site plan attached hereto as **Exhibit B** (the "Premises"), and Landowner has granted to Lessee certain rights including certain easements as more particularly described in the Lease; and

WHEREAS, Landowner and Lessee desire to give notice of the Lease by recording this Memorandum.

NOW THEREFORE, Landowner and Lessee state as follows:

1. **Lease of Premises; Exclusive Rights.** Landowner has leased the Premises to Lessee for the purpose of converting solar energy into electrical energy or collecting and transmitting the electrical energy so converted, together with any and all activities related thereto ("**Solar Energy Purposes**"), including through the development, construction, operation and maintenance of a solar photovoltaic electricity generation and storage facility (the "**Project**") Lessee has the exclusive right to use the Premises for Solar Energy Purposes.

2. **Lease Term; Extension of Term.** Lessee's rights under the Lease commence on the Effective Date and continue through the Renewal Terms, if any. The Lease Term commences on the Effective Date and expires at 11:59 p.m. on the thirtieth (30th) anniversary of the December 31 immediately following the Commercial Operation Date, as that term is defined in the Lease (the "**Initial Term**"). Lessee has right to extend the Lease Term for two (2) additional periods of ten (10) years (the Initial Term and the Renewal Terms, if exercised, being the "**Lease Term**").

3. **Termination Right.** Lessee may terminate this Lease with respect to all or a portion of the Premises at any time and for any reason by giving Landowner a Termination Notice at least thirty (30) days in advance.

4. **Easements.** Landowner has granted Lessee certain easements for the Lease Term, as follows:

(a) **Access Easement.** An easement on, over, under, upon and across and on the Property for ingress to and egress from Premises by means of existing roads and lanes or such other route or routes as Lessee may determine are reasonably necessary to access the Premises, for either the operation or construction of the Project, with Landowner's consent, which consent shall not be unreasonably withheld, conditioned or delayed (the "**Access Easement**"). Lessee shall have the right to improve, maintain, replace and repair existing roads and lanes, or to build new roads, shall run with and bind the Property for the benefit of the Premises, and shall inure to the benefit of and be binding upon Landowner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. Lessee's use of the Access Easement shall not materially interfere with the business operations or rights of the Landowner. Lessee's use of the Access Easement shall be subject to such reasonable rules and regulations as Landowner may establish from time to time.

(b) **Solar Easement.** An easement (the "**Solar Easement**") on, over and across the Property, for the benefit of the Premises, for direct sunlight to any solar panels installed on the Premises ("**Solar Access**"). As grantee under the Solar Easement, Lessee shall have the right to trim, cut down and remove any trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which obstruct Solar Access or otherwise interfere with or endanger the Project. For the avoidance of doubt, Landowner shall not be allowed to construct or permit the construction of any improvements on the property that would impede Solar Access to the Project.

(c) **Utility Easement.** An easement (the "**Utility Easement**," and together with the Access Easement and Solar Easement, the "**Easements**"), on, over, under, upon and across and on the Property for the benefit of the Premises, (i) on, over and across the Property for the purpose of accessing any such systems or utility lines for the purpose of repair or maintenance; (ii) on, over, under and across those portions of the Property identified on the Site Plan for the purpose of constructing, reconstructing, replacing, removing, maintaining, operating and using from time to time a system of underground electrical lines and/or above-ground poles and such wires and cables as from time to time are suspended therefrom, together with all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said poles, wires, cables and lines; and (iii) on, over and across any portion of the Property reasonably necessary for the purpose of erecting, constructing, installing, replacing,

repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining electrical lines any and all utilities (including water, wastewater, storm water detention, drainage, electric, telephone, gas, cable television, and electronic data transmission services), together with all lines, pipes, conduits and other equipment, improvements and appurtenances used in the supply and provision of such utilities; provided that the location of any such electrical lines and utilities shall not unreasonably interfere with Landowner's use and operation of the Property.

5. **Nature of Lease.** Lessee acknowledges that during the period of time in which the Property is owned by the Fee Owner, leased to Ground Lessee and subleased to Lessee, this Lease will be treated as a sub-sublease between Landowner and Lessee.

6. **Multiple Counterparts.** This Memorandum may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

7. **Conflict.** The sole purpose of this instrument is to give notice of the Lease, as the same may be amended or supplemented from time to time, and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein. In the event of a conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall prevail.

[Signatures on following pages]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Solar Energy Ground Lease and Easement Agreement as of the day and year first written above.

LANDOWNER:
[COMPANY NAME]

By: _____
Name: _____
Title: _____

STATE OF KENTUCKY _____
COUNTY OF _____

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ to be the within named bargainer, a _____ of _____ [corporation/limited liability company/limited partnership/general partnership], and that [he/she] as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as _____.

WITNESS my hand and seal, at office in _____, this _____ day of _____, 20_____.

Notary Public

My Commission Expires

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Solar Energy Ground Lease and Easement Agreement as of the day and year first written above.

LESSEE:
[COMPANY NAME]

By: _____
Name: _____
Title: _____

STATE OF KENTUCKY
COUNTY OF _____

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ to be _____ of _____, the within named bargainer, a _____ [corporation/limited liability company/limited partnership/general partnership], and that [he/she] as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as _____.

WITNESS my hand and seal, at office in _____, this _____ day of _____, 20_____.

Notary Public

My Commission Expires

**Recording requested by,
and after recording**

Return to: Oriden LLC
Attn: Seth Wilmore
106 Isabella St., Suite 400
Pittsburgh, PA 15212

Prepared by: Seth Wilmore
Oriden LLC
106 Isabella St., Suite 400
Pittsburgh, PA 15212

Seth Wilmore

**AMENDMENT TO OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

THIS AMENDMENT TO OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT (this "Amendment") is made and entered into by and between **Panaroyal Investments, Ltd.**, a Texas limited company ("**Landowner**") and **Oriden LLC**, a Delaware limited liability company ("**Lessee**"), effective as of the 31ST day January, 2022 (such date, the "**Effective Date**").

WITNESSETH

WHEREAS, Landowner and Lessee previously entered into that certain Option for Solar Energy Ground Lease and Easement Agreement, dated as of January 5, 2021, a short form of which is of record at Record Book 143, Page 618-625, Register's Office of Christian County, Kentucky (the "**Lease**"), for certain real property located in Christian County, Kentucky (the "**Property**"); and

WHEREAS, Landowner and Lessee desire to modify the Lease to add portions of two additional parcels to the leasehold estate created by the Lease to enlarge the Premises.

NOW THEREFORE, in consideration of [REDACTED] and the mutual agreements and covenants herein contained Landowner and Lessee agree as follows:


1. **Defined Terms.** All capitalized terms used, but not defined herein, shall have the meaning ascribed to them in the Lease.
2. **Amendment.** Exhibit A to the Lease shall be supplemented with Exhibit A attached hereto and incorporated herein by this reference. In addition, Exhibit A-1 shall be replaced with Exhibit A-1 attached hereto and incorporated herein by this reference.
3. **Miscellaneous.** Except as otherwise expressly provided in this Amendment, all of the terms of the Lease shall continue in full force and effect and are hereby ratified and affirmed. This Amendment may be executed in separate counterparts, each of which shall be deemed an original and all of which shall

constitute on and the same document. Facsimile signatures shall have the same force and effect as original signatures. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

[Signatures on following page]

IN WITNESS WHEREOF, Landowner and Lessee have signed this Amendment to Ground Lease Agreement as of the day and year first above written.

LANDOWNER:
Panaroyal Investments, LTD., a Texas limited company

By: 
Name: John M. Dixon III
Title: Owner

STATE OF TENNESSEE
COUNTY OF Christian

Before me, John Dixon III, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **John M. Dixon III**, as Owner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 13th day of Jan, 2022.



Notary Public

3/2/2024
My Commission Expires



NOTARY PUBLIC
KENTUCKY STATE AT LARGE
Kayla R. Shephard
KYNP2910

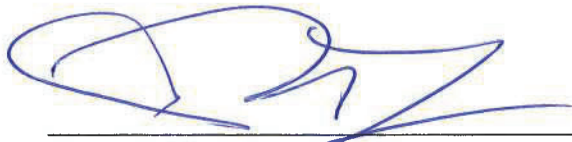
LESSEE:
Oriden LLC, a Delaware limited liability company

By: 
Name: MASAMIRO OGIISO
Title: PRESIDENT

STATE OF Pennsylvania
COUNTY OF Allegheny

Before me, Ann Marie Thompson, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Masahiro Ogiso, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 31st day of January, 2022.


Notary Public

06/14/2025
My Commission Expires

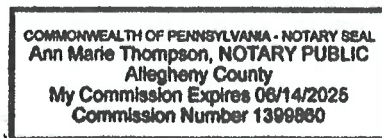


EXHIBIT A
DESCRIPTION OF THE PROPERTY

Parcel: 153-00 00 045.03

BEGINNING at an iron pin, set, capped ID No. 2096, southeast corner of J.S. Underwood property, Deed Book 251, Page 349, at the west right of way of Goode Road approximately 0.50 mile west of Antioch Church Road; thence with said right of way, South 19 degrees, 21 minutes, 05 seconds East 49.93 feet to an iron pin, set, capped, Northeast corner of Tract Two, 1.00 acre lot, this division; thence with line of said lot the next two calls: South 70 degrees, 41 minutes, 19 seconds West 143.90 feet to an iron pin, set, capped; thence South 19 degrees 18 minutes 35 seconds East 302.68 feet to an iron pin, set, capped, northwest corner of Tract Three, 1.00 acre lot, this division; thence with line of said lot South 19 degrees, 18 minutes, 35 seconds East 302.79 feet to an iron pin, set, capped; thence a new line through Dolezal and Penick property, Deed Book 637, Page 560, the next two calls, South 84 degrees 47 minutes, 51 seconds West 1192.08 feet to an iron pin, capped; set by a twenty-four inch Twin Oak; thence North 25 degrees, 15 minutes, 37 seconds West 587.76 feet to an iron pin, set, capped in line of Underwood property; thence with line of said property North 79 degrees, 51 minutes, 43 seconds East 1378.56 feet to the point of BEGINNING, CONTAINING 17.239 acres, more or less.

This survey was conducted by the method of random traverse with sideshots. All iron pins, set, are ½" rebar, 18" long, capped ID No.296 Lancaster. This description was prepared from a physical survey conducted by Howard G. Lancaster, PLS No. 2096 on January 13, 2007, a plat of which appears of record in Plat Cabinet 9, File 154A, Office of the Christian County Clerk.

BEING the same property conveyed to Panaroyal, LLC by deed dated July 1, 2015 from Larry Noller and Joyce Noller, husband and wife, which deed is recorded in Deed Book 715, Page 267, Christian County Clerk's Office.

Parcel: 153-00 00 045.02

FIRST SURVEY: Beginning at a stake, near the corner of an old field; and running South 34 E. 114 poles to a stake in Benjamin A. King's line; thence S. 37 E. 120 poles to a white oak and pointers, David Wiley's corner; thence N. 32 W. 78 poles to a double hickory; thence a new line S. 67 W. 124 poles to the beginning, containing 78 acres more or less.

THERE IS EXCEPTED from the 78 acres 1.34 acres tract of land conveyed to Barbara Herrington by virtue of a deed dated May 27, 1987 from Frank Goode, unmarried, of record in Deed Book 452, Page 693, in the Office of the Christian County Clerk and more particularly described as follows:

BEGINNING at an iron pin, being right-of-way of Goode Road and corner of Adrian Cannon property; thence with Cannon line South 63 degrees 45' 57" West, 139.61 feet to an 18" (Inch) Hickory, a new corner in Frank Goode property; thence a new line through Goode property the next two calls as follows: North 9 degrees 21' 45" West, 289.09 feet to a 12" (Inch) Sassafras; thence North 0 degrees 33' 29" West, 224.44 feet to an iron pin, right-of-way of Goode Road; thence with said right-of-way as follows: South 76 degrees 36' 11" East, 154.38 feet; thence South 69 degrees 25' 17" East, 43.12 feet; thence South 32 degrees 36' 23" East, 35.88 feet; thence South 19 degrees 00' 28" West, 28.73 feet; thence South 49 degrees 37' 20" West, 39.26 feet; thence South 57 degrees 28' 10" West, 62.87 feet; thence South 40 degrees 37' 10" West, 50.31 feet; thence South 4 degrees 37' 45" East, 52.79 feet; thence South 23 degrees 27' 48" East, 208.60 feet to the **BEGINNING**, containing 1.34 acres more or less.

This description is according to a physical survey conducted by Howard G. Lancaster, L. S. #2096, on May 12, 1987.

The above description is subject to a 30'-utility easement and a 25' building set-back along the roadway frontage.

WATER RIGHTS: The Grantee, Barbara Herrington, shall have water rights to the existing well which is situated on the land retained by Grantor, Frank Goode. These water rights shall inure to the benefit of the heirs, assigns and grantees of Barbara Herrington. The Grantor, Frank Goode, shall also retain water rights to the spring located on his property and shared with the Grantee, Barbara Herrington.

EXCEPTION: There is excepted herefrom and not conveyed herewith the following real described real property:

A parcel of land, located in Christian County, Kentucky on Goode Road, approximately 0.50 mile west of Antioch Church Road and more fully described as follows:

TRACT ONE:

BEGINNING at an iron pin, set, capped ID No. 2096, southeast corner of J. D. Underwood property, Deed Book 251, page 349 at the west right-of-way of Goode Road; thence with said right-of-way South 19 degrees, 21 minutes, 05 seconds East 49.93 feet to an iron pin, set, capped, northeast corner of Tract Two, 1.00 acre lot, this division; thence with line of said lot the next two calls: South 70 degrees, 41 minutes, 19 seconds West 143.90 feet to an iron pin, set, capped; thence South 19 degrees, 18 minutes, 35 seconds East 302.68 feet to an iron pin, set, capped, northwest corner of Tract Three, 1.00 acre lot, this division; thence with line of said lot South 19 degrees, 18 minutes, 35 seconds East 302.79 feet to an iron pin, set, capped; thence a new line through Dolezal and Penick property, Deed Book 637, page 560 the next two calls: South 84 degrees, 47 minutes, 51 seconds West 1192.08 feet to an iron pin, capped, set by a twenty-four inch Twin Oak; thence North 25 degrees, 15 minutes, 37 seconds West 387.76 feet to an iron pin, set, capped in line of Underwood property; thence with line of said property North 79 degrees, 51 minutes, 43 seconds 1378.36 feet to the point of **BEGINNING**, CONTAINING 7.219 acres more or less.

TRACT TWO:

BEGINNING at an iron pin, set, capped, ID No. 2096, west right-of-way of Goode Road and being South 19 degrees, 21 minutes, 05 seconds East 49.93 feet from the original northeast corner of farm; thence with said right-of-way South 19 degrees, 18 minutes, 41 seconds East 302.70 feet to an iron pin, set, capped, northwest corner of Tract Three, this division; thence with line of said lot South 70 degrees, 41 minutes, 19 seconds West 143.90 feet to an iron pin, set, capped; thence a new line through Dolzal and Peniek property the next two calls: North 19 degrees, 18 minutes, 35 seconds West 302.68 feet to an iron pin, set, capped; thence North 70 degrees, 41 minutes, 19 seconds East 143.90 feet to the point of BEGINNING. CONTAINING 6.00 acres more or less.

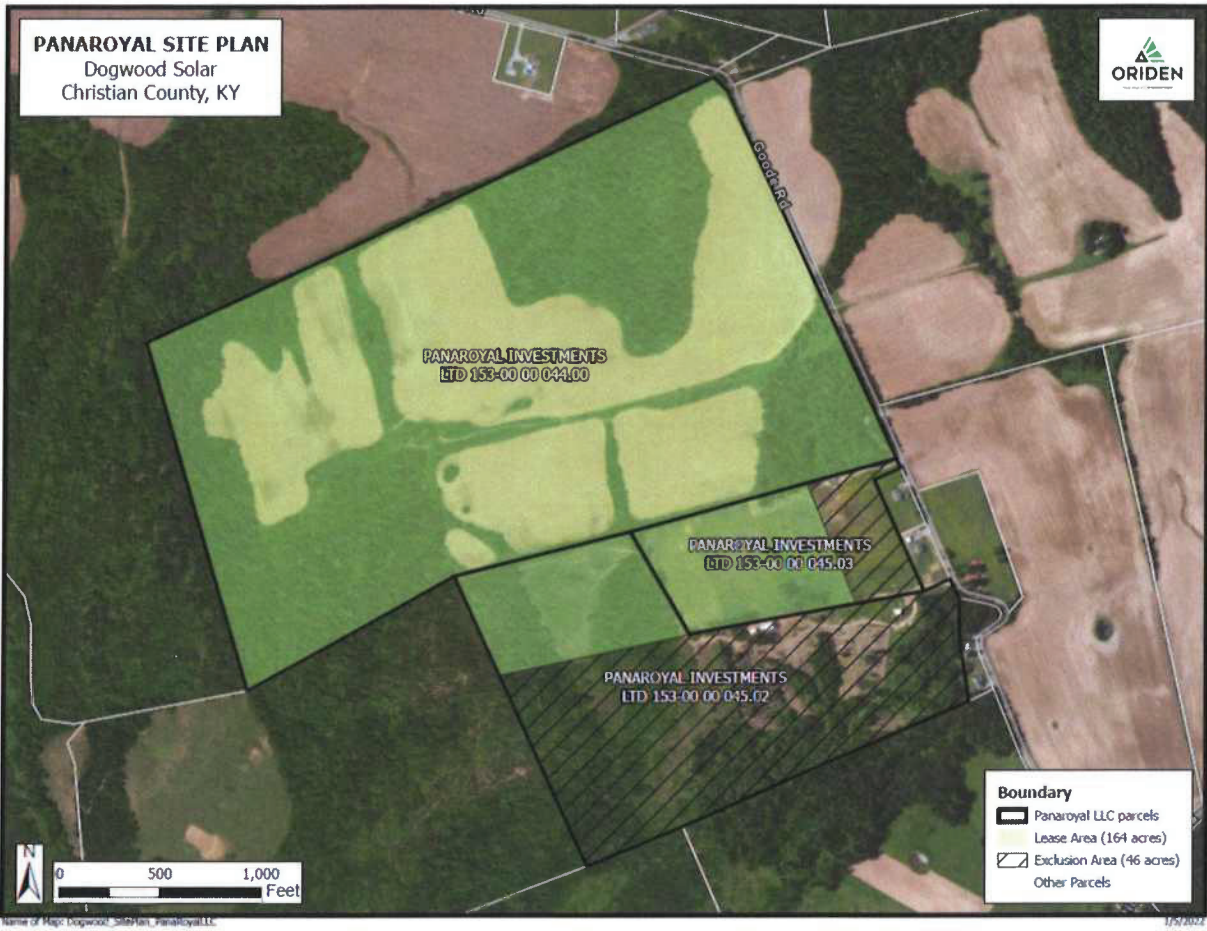
TRACT THREE:

BEGINNING at an iron pin, set, capped, ID No. 2096, west right-of-way of Goode Road and northern edge of a fifty feet roadway into Dolzal and Peniek property, Deed Book 637, page 560; thence with said roadway and being a new line through said farm, the next two calls: South 70 degrees, 41 minutes, 19 seconds West 143.90 feet to an iron pin, set, capped; thence with line of 17.239 acre tract, Tract One, this division, North 19 degrees, 18 minutes, 35 seconds West 302.79 feet to an iron pin, set, capped, being the southwest corner of Tract Two, this division; thence with line of said lot North 70 degrees, 41 minutes, 19 seconds East 143.90 feet to an iron pin, set, capped, right-of-way of Goode Road; thence with said right-of-way South 19 degrees, 18 minutes, 41 seconds East 302.70 feet to the point of BEGINNING. CONTAINING 6.00 acres more or less.

This survey was conducted by the method of random traverse with sideshots. All iron pins, set, are 1/2" rebar, 18" long, capped ID No. 2096 Lancaster.

This description was prepared from a physical survey conducted by: Howard G. Lancaster, P.L.S. No. 2096 on January 13, 2007.

EXHIBIT A-1
Depiction of Leased Premises



OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT

This OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT (“**Agreement**”) is made on February 3, 2022 (“**Effective Date**”) by and between James Edwin Wilson, II (“**Landowner**”) and Oriden LLC a Delaware limited liability company, and its successors, assigns or sublessees (“**Lessee**”).

WHEREAS, Landowner owns that certain real property situated in Christian County, Kentucky, consisting of approximately 249 acres, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Property**”); and

WHEREAS, Lessee intends to develop a solar energy project (“**Project**”) in the vicinity of the Property, and in connection therewith, desires to obtain an option to lease all or a portion of the Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of each party contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landowner and Lessee hereby agree as follows:

1. **Grant of Option.** Landowner hereby grants to Lessee the exclusive option (“**Option**”) to lease all or a portion of the Property for the purposes of the development, operation and maintenance of a solar energy project and related activities. In order to exercise the Option, Lessee shall give Landowner written notice of exercise (“**Option Exercise Notice**”) prior to the expiration of the Option Period (as defined in Section 2 hereof). Lessee shall have the right, in its sole discretion, to exercise the Option with respect to the entire Property or to only a portion of the Property. The Option Exercise Notice will be in substantially the form set forth on **Exhibit B** attached hereto and made a part hereof.

2. **Recording of Memorandum.** Lessee, at Lessee’s sole cost and expense, will record a memorandum of this Agreement in the land records of the County(ies) in which the Property is located, which memorandum shall be in the form attached hereto as **Exhibit C** and made a part hereof.

3. **Option Period.** The term “**Option Period**” shall mean the period of time beginning on the Effective Date and ending on the earlier of either (i) the fourth anniversary of the Effective Date, or (ii) the date Lessee exercises the Option (“**Option Exercise Date**”). During the Option Period, Lessee may enter the Property at any time, without prior notice to Landowner, to install, construct, use, operate, maintain, replace, relocate, deconstruct, and remove on and from the Property solar energy monitoring equipment, consisting of one or more solar panels, anchors, foundations, fences and monitoring instrumentation and equipment to protect and otherwise facilitate Lessee’s solar energy monitoring activities. Lessee shall also have the right to conduct other meteorological and environmental studies, conduct soil and geologic studies, and take photographs upon and of the Property. Lessee shall also have the right to apply for any and all permits and applications necessary in connection with the activities permitted by this Section 3 and in connection with the Project. Landowner shall cooperate with Lessee in connection with such applications, which cooperation shall include but not be limited to signing application forms

and associated documents when so requested by Lessee. Provided that Lessee has paid all sums to Landowner due and owing hereunder, Lessee shall have the right, upon written notice to Landowner, to extend the Option Period for one (1) additional period of one (1) years by giving written notice of extension to Landowner prior to the expiration of the Option Period. If extended in accordance with the foregoing, the term “**Option Period**” shall include the initial Option Period and the Extended Option Period. Notwithstanding anything contained herein to the contrary, Lessee shall have the right, at any time, for any reason, to terminate this Agreement provided that all sums due and owing to Landowner hereunder have been paid.

4. **Option Fee.** Lessee shall pay to Landowner an annual “**Option Fee**” in accordance with the following schedule:

- (a) [REDACTED] payable within thirty (30) days after the Effective Date;
- (b) [REDACTED] payable on the first anniversary of the Effective Date;
- (c) [REDACTED] payable on the second anniversary of the Effective Date; and
- (d) [REDACTED] payable on the third anniversary of the Effective Date.

If Lessee extends the Option Period as set forth in Section 3 hereof, Lessee shall pay to Landowner annual Option Fee payments during the Extended Option Period as follows:

- (e) [REDACTED] payable on the fourth anniversary of the Effective Date.

No payments will be required to be made under this Section 4 after the earlier of the Option Exercise Date or the date on which Lessee terminates this Agreement. For the avoidance of doubt, Lessee shall not be required to make a payment listed in this Section 4(b) through (f) if Lessee exercises the Option or terminates this Agreement prior to date on which such payment would otherwise have been required to be made.

5. **Lease.** If Lessee exercises the Option, Landowner shall lease to Lessee the portion of the Property identified by Lessee, pursuant to the terms of the Solar Energy Ground Lease and Easement Agreement attached hereto as **Exhibit D** and made a part hereof (“**Lease**”). Upon exercising the Option, Lessee will send to Landowner the Lease and the Memorandum of Lease (which is attached as an exhibit to the Lease) for Landowner to sign and notarize where applicable, and Landowner will promptly return the original to Lessee.

6. **Notice.** Notices or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier’s delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Landowner: James Wilson
3520 Woodburn Hay Road
Hopkinsville, KY 42240

To Lessee: Oriden LLC
106 Isabella Street, Suite 400
Pittsburgh, PA 15212

7. **Burdens Run With and Against the Property.** The burdens of this Agreement shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Landowner and its heirs, successors, assigns, permittees, licensees, lessees, employees and agents. This Agreement and the rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees, employees and agents.

8. **Exclusivity.** The rights granted to Lessee hereunder are exclusive. Accordingly, Landowner shall not grant any other party the right to conduct solar energy monitoring activities or other due diligence activities on the Property in anticipation of solar energy uses during the Option Period. Landowner shall not grant any other option, leasehold interest, easements, or other encumbrances to title to any person or entity other than Lessee during the Option Period except for monetary liens, which shall be discharged by Landowner or consented to by Lessee prior to the Option Exercise Date.

9. **Confidentiality.** Landowner and Lessee shall maintain in confidence all confidential and proprietary information of the other party, including the terms of this Agreement and payments under this Agreement, and Lessee's methods of operation, methods of construction, data, and the like. Notwithstanding the foregoing, Landowner and Lessee may disclose the terms of this Agreement to their respective legal and financial advisers. The parties agree that the confidentiality obligation set forth herein shall survive for four (4) years after the expiration or earlier termination of this Agreement.

10. **Representations and Warranties.** Landowner hereby represents and warrants to Lessee as follows:

(a) Landowner is the true and lawful owner of the Property in fee simple and has the right and authority to grant the Option and, if the Option is exercised, the Lease;

(b) There are no rights, options or other agreements of any kind to lease, purchase, develop, acquire, sell or dispose of the Property, or any interest therein, nor any claims to any such options, rights or other agreements;

(c) The Property is not in violation of any law or governmental order or regulation or of any easement, restriction, condition or covenant affecting the Property;

(d) Landowner is not aware of any hazardous substances located in or on the Property which are in violation of any applicable environmental law, rule, regulation or order; and

(e) There is no legal action or proceeding pending or threatened against Landowner or the Property.

11. Default and Remedies.

(a) If Landowner breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after Landowner's receipt of written notice of the breach from Lessee, Lessee shall be entitled to avail itself of any and all remedies available at law or in equity.

(b) If Lessee fails to pay Landowner any sum of money due hereunder, Lessee shall not be in default of this Agreement unless Lessee has received written notice of such failure from Landowner, and Lessee has failed to cure such non-payment within thirty (30) days after receipt of such notice.

12. Assignment.

(a) In no event shall Landowner assign this Agreement, or the right to receive the payments hereunder, to any third party, unless Landowner sells its fee interest in the Property to a third party. Such prohibition includes, but is not limited to, an assignment of leases and rents in connection with Landowner obtaining a mortgage on all or a portion of the Property. Any attempt to assign this Agreement by Landowner for any reason other than the sale of the Property shall be null and void.

(a) Lessee shall have the right to assign this Lease, in Lessee's sole discretion, and will give Landowner prompt notice of such assignment, along with the new notice address of the assignee.

13. Time of the Essence. Time is of the essence in regard to this Agreement and to all the terms, conditions, obligations and agreements contained in this Agreement.

14. Governing Law. The terms and provisions of this Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

15. Interpretation. The parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, either party.

16. Partial Invalidity. If any term, provision, condition, or part of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms, provisions, conditions, or parts, or application thereof to any

person or circumstance shall continue in full force and effect, unless the invalidity or unenforceability in question causes the primary intention of the parties under this Agreement to be frustrated.

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

18. **Signing Bonus.** Lessee will pay to Landowner a one-time signing bonus in the amount of [REDACTED] (“Signing Bonus”) within thirty (30) days after Lessee’s receipt of such original

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LANDOWNER:

By: James Edwin Wilson II

Name: James Edwin Wilson, II

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

LESSEE: Oriden LLC, a Delaware limited liability company

By: Bill Miller

Name: Bill Miller

Title CFO

EXHIBIT A

Legal Description of Property

BEGINNING at an iron pin in the North margin of the Woodburn-Hay Road about 0.1 miles West of KY 107, said pin at intersection of the old road and new road; thence generally along old road North 75°36'; East - 312.19 feet to a king post; thence leaving old road with Tipton, Deason, and Hale North 17°36' East - 602.14 feet to an iron pin; thence North 17°44' East - 1327.85 feet to an iron pin on the West Bank of Creek; thence with Hale North 34°09' West - 354.75 feet to an iron pin; thence North 17°12' West - 177.19 feet to a king post, corner to Spurlin; thence with Spurlin North 79°56' West - 2053.09 feet to an iron pin; thence with Spurlin North 26°28' East - 1210.27 feet to a king post; thence with Spurlin North 27°57' East - 1187.02 feet to an iron pin, corner to Tucker Ray; thence with Ray north 81°40' West - 1193.00 feet to an iron pin at the base of a king post, corner to Tharnish; thence with Tharnish South 87°26' West - 1733.66 feet to a 36" Black Oak fence corner; thence with Freeman South 26°20' West - 1314.25 feet to an iron pin; thence with Erkiletian Estate the next four calls North 73°08' East - 852.19 feet to an iron pin; thence South 37°21'33" East - 1975.34 feet to an iron pin 60' West of a branch; thence South 16°24' West - 1599.92 feet to a 12' Red Oak on the East Bank of Branch; thence South 58°05' East - 759.00 feet to an iron pin on North Branch of Creek; thence South 07°14' East - 173.93 feet to an iron pin in the North margin of the Woodburn-Hay Road; thence with said margin by chord the next three calls South 81°49' East - 304.72 feet, South 79°44' East - 378.84 feet, South

74°27' East - 913.93 feet to the BEGINNING,
containing 249.71 acres more or less and
being subject to right-of-ways and
easements of record and in existence.
According to survey by Merryman Engineering
and Surveying Company dated May 2, 1984.
a portion of
BEING /the same property conveyed to
J. E. Wilson and Wilma G. Wilson, his wife,
by George W. Overton, et ux, by deed
dated the 10th day of December, 1969,
recorded in Deed Book 342, at page 186,
office of the Christian County Clerk.

The parcel contains approximately 249 acres.

EXHIBIT B

Form of Exercise Notice

[Attached]

_____, 20__

VIA OVERNIGHT COURIER

Dear _____:

Reference is made to that certain Option for Solar Energy Ground Lease and Easement Agreement dated _____ (“**Option Agreement**”) by and between _____ (“**Landowner**”) and _____ (“**Lessee**”) with respect to certain real property located in _____ [City/Town], _____ County, Kentucky, as more particularly described and/or depicted in the Option Agreement, and as further described as follows (“**Property**”):

[Insert legal description]

Buyer hereby exercises the Option to lease a portion of the Property. Enclosed herewith is the Solar Energy Ground Lease and Easement Agreement for you to sign and return to us.

IN WITNESS WHEREOF, the undersigned has executed this notice this ___ day of _____, 20__.

LESSEE:

[_____, a
_____]

By: _____
Name: _____
Title: _____

EXHIBIT C

Form of Memorandum of Option

[Attached]

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

Oriden LLC
106 Isabella Street, Suite 400
Pittsburgh, PA 15212

**MEMORANDUM OF OPTION FOR SOLAR ENERGY GROUND LEASE AND
EASEMENT AGREEMENT**

This **MEMORANDUM OF OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT** (“**Memorandum**”) is dated February 3, 2022, and is made by and between James Edwin Wilson, II (“**Optionor**”) and Oriden LLC, a Delaware limited liability company (“**Optionee**”).

WHEREAS, Optionor owns that certain real property located in Christian County, Kentucky, as more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Land**”); and

WHEREAS, Optionor and Optionee have entered into that certain Option for Solar Energy Ground Lease and Easement Agreement dated February 3, 2022 (“**Option Agreement**”) whereby Optionor has granted to Optionee an option (“**Option**”) to lease all or a portion of the Land (“**Property**”). If exercised, the parties will enter into a Solar Energy Ground Lease and Easement Agreement (“**Solar Lease**”).

NOW, THEREFORE, intending to be legally bound hereby, the parties set forth the following information with respect to the Agreement.

1. The name and address of the Optionor are:

James Edwin Wilson, II
3520 Woodburn Hay Road
Hopkinsville, KY 42240

2. The name and address of the Optionee are:

Oriden LLC
106 Isabella Street, Suite 400
Pittsburgh, PA 15212

3. The date of the Option Agreement is February 3, 2022.

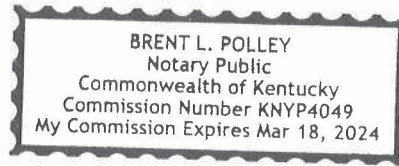
4. The “**Option Period**” commenced on February 3, 2022 and expires on February 3, 2026 unless earlier exercised or terminated by Optionee.
5. Optionee has the right to extend the Option Period for one (1) additional period(s) of one (1) year(s).
6. Optionor has granted to Optionee the right to enter the Property at any time during the Option Period, without prior notice to Optionor, to install, construct, use, operate, maintain, replace, relocate, deconstruct, and remove on and from the Property solar energy monitoring equipment, consisting of one or more solar panels, anchors, foundations, fences and monitoring instrumentation and equipment to protect and otherwise facilitate Optionee’s solar energy monitoring activities. Optionee shall also have the right to conduct other meteorological and environmental studies, conduct soil and geologic studies, and take photographs upon and of the Property. Optionor shall not grant any other party the right to conduct solar energy monitoring activities or other due diligence activities on the Property in anticipation of solar energy uses during the Option Period.
7. This Memorandum shall automatically terminate and be of no force or effect without the necessity of making or recording any additional instrument or writing if Optionee fails to exercise the Option during the Option Period, as the same may be extended.
8. If there are any inconsistencies between this Memorandum of Option and the Option Agreement, the Option Agreement shall in all instances be controlling.

[Signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Option as of the day and year first above written.

OPTIONOR:

By: James Edwin Wilson II
Name: James Edwin Wilson, II
Title: Owner



ACKNOWLEDGEMENT

STATE OF Kentucky

COUNTY OF Oldham

Before me, Brent Polley, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **James Edwin Wilson, II**, an unmarried individual, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Hopkinsville, KY, this 28 day of JANUARY, 2022.

Brent Polley
Notary Public

3-18-2024
My Commission Expires

OPTIONEE:

Oriden LLC, a
Delaware limited liability company

By: Bill Miller
Name: Bill Miller
Title: CFO

ACKNOWLEDGEMENT

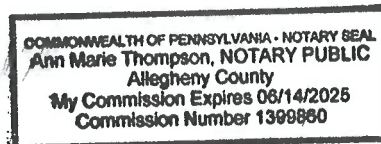
STATE OF Pennsylvania
COUNTY OF Allegheny

Before me, AnnMarie Thompson, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Bill Miller, as CFO, on behalf of **Oriden LLC**, a Delaware limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Pittsburgh, this 3rd day of February, 2022.

[Signature]
Notary Public

06/14/2025
My Commission Expires



**Exhibit A to MEMORANDUM OF OPTION FOR SOLAR ENERGY GROUND LEASE
AND EASEMENT AGREEMENT**

Legal Description of Property

BEGINNING at an iron pin in the North margin of the Woodburn-Hay Road about 0.1 miles West of KY 107, said pin at intersection of the old road and new road; thence generally along old road North 75°36'; East - 312.19 feet to a king post; thence leaving old road with Tipton, Deason, and Hale North 17°36' East - 602.14 feet to an iron pin; thence North 17°44' East - 1327.85 feet to an iron pin on the West Bank of Creek; thence with Hale North 34°09' West - 354.75 feet to an iron pin; thence North 17°12' West - 177.19 feet to a king post, corner to Spurlin; thence with Spurlin North 79°56' West - 2053.09 feet to an iron pin; thence with Spurlin North 26°28' East - 1210.27 feet to a king post; thence with Spurlin North 27°57' East - 1187.02 feet to an iron pin, corner to Tucker Ray; thence with Ray north 81°40' West - 1193.00 feet to an iron pin at the base of a king post, corner to Tharnish; thence with Tharnish South 87°26' West - 1733.66 feet to a 36" Black Oak fence corner; thence with Freeman South 26°20' West - 1314.25 feet to an iron pin; thence with Erkiletian Estate the next four calls North 73°08' East - 852.19 feet to an iron pin; thence South 37°21'33" East - 1975.34 feet to an iron pin 60' West of a branch; thence South 16°24' West - 1599.92 feet to a 12' Red Oak on the East Bank of Branch; thence South 58°05' East - 759.00 feet to an iron pin on North Branch of Creek; thence South 07°14' East - 173.93 feet to an iron pin in the North margin of the Woodburn-Hay Road; thence with said margin by chord the next three calls South 81°49' East - 304.72 feet, South 79°44' East - 378.84 feet, South

74°27' East - 913.93 feet to the BEGINNING,
containing 249.71 acres more or less and
being subject to right-of-ways and
easements of record and in existence.
According to survey by Merryman Engineering
and Surveying Company dated May 2, 1984.
a portion of
BEING /the same property conveyed to
J. E. Wilson and Wilma G. Wilson, his wife,
by George W. Overton, et ux, by deed
dated the 10th day of December, 1969,
recorded in Deed Book 342, at page 186,
office of the Christian County Clerk.

The parcel contains approximately 249 acres.

EXHIBIT D

Solar Energy Ground Lease and Easement Agreement

[Attached]

SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT

This SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT (“Lease”) is made on _____, 20__ (“Effective Date”) by and between _____ (“Landowner”) and _____, a _____ limited liability company, and its successors, assigns or sublessees (“Lessee”).

BASIC LEASE TERMS

Landowner:	James Edwin Wilson, II
Landowner’s Address:	3520 Woodburn Hay Road Hopkinsville, KY 42240
Lessee:	Oriden LLC, a Delaware limited liability company
Lessee’s Address:	106 Isabella Street, Suite 400 Pittsburgh, PA 15212
Property:	Approximately 249 acres as more particularly described in <u>Exhibit A</u> attached hereto.
Premises:	That portion of the Property leased by Lessee hereunder, as more particularly described on <u>Exhibit B</u> attached hereto, for the development, operation and maintenance of the Project.
Project(s):	Lessee’s solar energy project(s) comprised of Solar Facilities (defined below), all or a portion of which may be located on the Premises.
Construction Date:	The Construction Date is the date when construction of Solar Facilities commences in connection with the Project, regardless of whether construction has commenced on the Premises.
Construction Period:	The Construction Period commences on the Construction Date and expires on the earlier of (i) the second (2 nd) anniversary of the Construction Date, (ii) the date on which Lessee gives Landowner a Termination Notice, or (iii) the Commercial Operation Date.

Commercial Operation Date:	The Commercial Operation Date is the date of the first commercial deliveries of electrical energy to the local utility grid from the Project. Lessee may, but shall have no obligation to, provide a notice of the Commercial Operation Date, and may record such notice against the Premises.
Lease Term:	If the Lessee has not given a Termination Notice prior to the expiration of the Construction Period, the Lease Term shall commence on the Effective Date and expire at 11:59 p.m. on the thirtieth (30th) anniversary of the December 31 immediately following the Commercial Operation Date.
Renewal Terms:	Lessee shall have the right, at its option, to extend the Lease Term for two (2) additional periods of ten (10) years.
Annual Rent:	Commencing on the Construction Date and continuing throughout the Lease Term, and any Renewal Terms, Lessee will pay to Landowner [REDACTED] per acre with a [REDACTED] annual escalator of the Premises.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of each party contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landowner and Lessee hereby agree as follows:

ARTICLE I.

Premises; Use; Easements

Section 1.1 Lease of Premises for Solar Energy Purposes.

Landowner leases the Premises to Lessee, and Lessee leases the Premises from Landowner for the purpose of developing, constructing, installing, using, maintaining, operating, replacing, relocating and removing all or any portion of the Project, including but not limited to monitoring, testing (including without limitation, environmental, archaeological and geotechnical test and studies) and evaluating the Premises for solar energy generation; activities related to the production of solar energy including solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Lessee’s use of the Premises shall include the right to create noise, electric and magnetic fields, and impacts to the view of and from the Property. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use any portion of the Property for Solar Energy Purposes. The term

“**Solar Energy Purposes**” means converting solar energy into electrical energy or collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 1.2 No Required Construction or Production.

Lessee makes no representations or warranties to Landowner regarding the likelihood of success of development or power generation from the Premises. Nothing contained in this Lease shall be construed as requiring Lessee (i) to undertake construction or installation or to alter or remove any Project on the Premises or elsewhere, except for removal of all Solar Facilities upon the expiration, surrender or earlier termination of this Lease as provided herein; (ii) to continue operation of any Solar Facilities from time to time located on the Premises or elsewhere; (iii) to generate or sell any minimum or maximum amount of electrical energy from the Premises; and the decision if, when and to what extent that such construction and generation will occur shall be solely in Lessee’s discretion. Landowner acknowledges that Lessee has made no representations or warranties to Landowner, including any regarding development of, or the likelihood of power generation from, the Premises.

Section 1.3 Use.

Lessee shall use the Premises only for Solar Energy Purposes and any lawful purposes reasonably related thereto.

Section 1.4 Siting.

Lessee and Landowner acknowledge that the Site Plan may not reflect the final location of the Project, and Lessee agrees to consult with Landowner prior to finalizing the Project design and layout. Landowner and Lessee agree to replace **Exhibit B** with the final Site Plan once agreed to between Landowner and Lessee, at which time the Premises shall be the location set forth on such final Site Plan; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the Term (as defined below) of this Lease. The Lessee shall ensure the final Site Plan does not island any portion of the Property.

Section 1.5 Easements.

(a) **Access Easement.** Landowner hereby grants to Lessee, for the Term, an easement on, over, under, upon and across and on the Property for ingress to and egress from Solar Facilities whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**Access Easement**”). Lessee shall have the right to improve, maintain, replace and repair existing roads and lanes, or to build new roads, shall run with and bind the Property for the benefit of the Premises, and shall inure to the benefit of and be binding upon Landowner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(b) **Solar Easement.** Landowner hereby grants and conveys to Lessee, for the Term, an easement (the “**Solar Easement**”) on, over and across the Property, for the benefit of the Premises, for direct sunlight to any solar panels installed on the Premises (“**Solar Access**”). As

grantee under the Solar Easement, Lessee shall have the right to trim, cut down and remove any trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which obstruct Solar Access or otherwise interfere with or endanger the Project. For the avoidance of doubt, Landowner shall not be allowed to construct or permit the construction of any improvements on the property that would impede Solar Access to the Project.

(c) **Utility Easement.** Landowner hereby grants and conveys to Lessee, for the Term, a non-exclusive access and utility easement (the “**Utility Easement**,” and together with the Access Easement and Solar Easement, the “**Easements**”), for the benefit of the Premises, (i) on, over and across the Property for the purpose of accessing any such systems or utility lines for the purpose of repair or maintenance; (ii) on, over, under and across those portions of the Property identified on the Site Plan for the purpose of constructing, reconstructing, replacing, removing, maintaining, operating and using from time to time a system of underground electrical lines and/or above-ground poles and such wires and cables as from time to time are suspended therefrom, together with all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said poles, wires, cables and lines; and (iii) on, over and across any portion of the Property reasonably necessary for the purpose of erecting, constructing, installing, replacing, repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining electrical lines any and all utilities (including water, wastewater, storm water detention, drainage, electric, telephone, gas, cable television, and electronic data transmission services), together with all lines, pipes, conduits and other equipment, improvements and appurtenances used in the supply and provision of such utilities; provided that the location of any such electrical lines and utilities shall not unreasonably interfere with Landowner’s use and operation of the Property.

(d) **Separate and Additional Easements.** Upon the request of Lessee at any time and from time to time during the Term, Landowner shall deliver to Lessee, duly executed and in recordable form, (A) stand-alone versions and/or Landowner’s countersignature on and/or consent to any subeasements granted by Lessee to a third party, and (B) Landowner shall deliver to Lessee a subeasement of any easement that has been granted to Landowner (a “**Landowner Easement**”) to the extent Landowner has the right to grant same under such Landowner Easement. Additionally, if at any time during the Term, commercial operation of the Project reasonably requires /additional easements on the Property in favor of third parties, including but not limited to any independent system operator with jurisdiction over the system in which the applicable Project operates, the transmission system owner or operator to whose transmission lines any Project interconnects, the phone or other communications provider, or the off-taker to whom output from any Project is to be sold, Landowner shall upon request of Lessee or such third party grant such easement in such location or locations as such party may reasonable request for a reasonable fee agreed to by Landowner and Lessee or such third party.

(e) **Running with the Land.** The burdens of the Easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property, binding upon and against Landowner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors and assigns.

(f) **Landowner Rights.**

(i) Landowner may not use the Property in a manner inconsistent with Lessee's use of any access roads or any of the Easements granted herein;

(ii) Any such use of the Property by Landowner shall not include solar energy development or the installation of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Lessee in this Lease);

(iii) Landowner shall not enter into any easements, leases or other agreements with respect to the Premises (or the Property, to the extent it affects any rights of Lessee hereunder) after the Effective Date without the prior written approval of Lessee, which approval may not be unreasonably withheld, conditioned or delayed ; any such easements, leases or agreements which Lessee approves shall expressly provide that they are subject to and subordinate in all respects to this Lease and to the rights and obligations of Landowner and any assignee hereunder;

(iv) Landowner shall, at Landowner's sole cost and expense, have the express right to farm or perform other agricultural, grazing or other operations, and any other third party use or operation on the Premises during the period Construction Period; provided that all such rights to use, operate or otherwise possess the Premises shall terminate and cease no later than the Construction Date, and for the avoidance of doubt, Landowner shall not have the right to use the Premises for any reason during the Term except as expressly authorized herein.

(g) **Reduction of Premises.** Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation and/or operation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee's sole discretion. Upon Lessee's exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

(h) **Division into Separate Leases.** Lessee may use the Premises for one or more Projects on the Premises and designate such Projects in its sole discretion. If Lessee elects to divide the Premises into multiple Projects, Landowner shall, within twenty (20) days after written request from Lessee, and without demanding any additional consideration, cooperate with Lessee in bifurcating this Lease by entering into and delivering to Lessee two or more new leases (which shall supersede and replace this Lease) that provide Lessee with separate leasehold estates in different portions of the Premises, as designated by Lessee. Each of such new leases shall: (a) specify the portion(s) of the Premises to be covered thereby, (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Lessee prior to the execution of such new leases, and except for any modifications that may be required to ensure that each party's combined obligations under such new leases do not exceed such party's obligations under this Lease) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term; and (d) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landowner. Further, notwithstanding any other provision of this Lease, in the event of any uncured default under any such new lease, such default

shall not affect, or cause a termination of, any other such new lease or any rights or interests granted under any other such new lease.

Section 1.6 Landowner's Rights. Subject to the Easements, Landowner retains the full right to use the portion of the Property not included within the Premises; provided that:

(a) Landowner may not use the Property in a manner inconsistent with Lessee's use of any access roads or any of the Easements (hereinafter defined) granted herein;

(b) Any such use of the Property by Landowner shall not include solar energy development or the installation of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Lessee in this Lease); and

(c) Landowner shall not enter into any easements, leases or other agreements with respect to the Premises (or the Property, to the extent it affects any rights of Lessee hereunder) during the Term without the prior written approval of Lessee; provided that Landowner may grant a mortgage or deed to secure debt encumbering the Property, including the Premises, so long as Landowner obtains a non-disturbance agreement in form and substance reasonably satisfactory to Lessee stating that the lender shall not disturb the quiet possession of the Premises by Lessee pursuant to the terms of this Lease.

Section 1.7 Landowner Improvements. Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the "**Existing Homestead**"), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an "**Improvement**") located on the Property outside of the Existing Homestead. Landowner may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee's sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Landowner has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Landowner may replace any structure or improvement located in the Property as of the Effective Date (the "**Original Structure or Improvement**") with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the "**New Structure or Improvement**"), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Landowner would like a variance of the preceding requirements, Landowner may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee's sole discretion

ARTICLE II. Term

Section 2.1 Term.

(a) **Term.** Lessee's rights under the Lease commence on the Effective Date and continue through the Renewal Terms, if any, unless earlier terminated pursuant to the terms hereof (the "**Term**").

(b) **Option Exercised.** Landowner and Lessee hereby acknowledge and agree that Landowner previously granted to Lessee an option for this Lease (“Option”), that Lessee has timely exercised the Option and Landowner has received all of the payments due to Landowner under the Option agreement.

(c) **Renewal Term(s).** Lessee shall have the right, at its option, to extend the Lease Term for the Renewal Terms (each, a “**Renewal Term**”). To exercise an option to extend the Lease Term for a Renewal Term, Lessee must deliver a written extension notice to Landowner prior to the expiration of the Lease Term or the Renewal Term, as applicable. Lessee must deliver the written notice. The Lease Term shall continue during each Renewal Term on the same terms and conditions applicable during the Lease Term, except as specifically provided herein. If Lessee fails to effectively exercise an option to renew the Lease Term, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Lease Term hereof.

Section 2.2 Termination of the Lease.

Lessee may terminate this Lease with respect to all or a portion of the Premises at any time and for any reason by giving Landowner a notice of termination (“**Termination Notice**”) at least thirty (30) days in advance. Lessee shall pay to Landowner any and all payments due pursuant to this Lease through the thirtieth (30th) day after Landowner’s receipt of the Termination Notice.

Section 2.3 Part of a Larger Project.

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee’s use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III. Payments and Taxes

Section 3.1 Annual Rent.

Within forty-five (45) days after the Commercial Operation Date, and by February 15th of each subsequent year of the Lease Term and any Renewal Term, Lessee shall pay Landowner the sum of _____ Dollars and No/100 (\$_____.00) multiplied by the acreage of the Premises (prorated for any partial acres within the Premises, rounded to the nearest hundredth of an acre) as rent for the Premises (the “**Annual Rent**”). The Annual Rent payment for the first and last years of the Lease Term, if less than a full calendar year, shall be prorated based on the number of days remaining in such calendar year.

Section 3.2 Taxes, Assessments and Utilities.

(a) **Real Property Taxes.** Landowner shall pay, when due, all real property taxes and assessments levied against the Property and all personal property taxes and assessments levied against any property and improvements owned by Landowner and located on the Property. Subject to Section 3.2 (c), if Landowner shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Rent otherwise due to Landowner from Lessee. In the event that the local governmental authority requires that the Premises be a separate tax parcel, any cost incurred in connection with the creation of such separate tax parcel shall be shared equally between the parties.

(b) **Personal Property Taxes.** Lessee shall pay all personal property taxes and assessments levied against the Project when due, including any such taxes based on electricity production. If the Premises experiences any increase in the amount of real property taxes assessed as a result of the installation of the Project on the Premises, including any reclassification of the Premises (which may trigger the assessment of rollback taxes or an increase in the assessment ratio applicable to the Premises), Lessee shall pay or reimburse Landowner an amount equal to the rollback tax plus the increased tax within thirty (30) days after Landowner provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes.

(c) **Permitted Contests.** Either party, including the Lessee in Landowner's name, shall have the right to contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has (i) paid the obligation in question, or (ii) so long as the contest has the effect of preventing the collection of tax, assessment or charge and the sale or foreclosure of any lien for such tax, assessment or charge, established adequate reserves to pay the obligation in the event of an adverse determination.

(d) **Utilities.** Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Project or Lessee on the Premises.

Section 3.3 Property Damage.

In the event the Property is damaged by Lessee or its contractors, licensees or other invitees in the course of the construction of the Project, ordinary wear and tear excluded, Lessee shall, at Lessee's sole option, either repair any such property damage or reimburse Landowner for Landowner's actual out-of-pocket costs for repairing such damage within thirty (30) days after Lessee's receipt of invoices evidencing such costs.

Section 3.4 Severance of Lease Payments.

Landowner acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to either (a) assign payments due to Landowner under the Lease to a third party without the consent of Lessee or (b) reserve the right to receive payments due to Landowner under the Lease in the event the Premises is transferred to a third party. Upon

the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction.

(a) The parties anticipate and acknowledge that Landowner or Landowner's renters may suffer damage to crops, fences, and other property or improvements on the Premises during Lessee's development of Solar Facilities on the Premises. Lessee shall reimburse Landowner for any such damages within thirty (30) days after determining the extent of damage. Notwithstanding any provision herein to the contrary, Landowner acknowledges and agrees that it shall not be allowed to grow crops on the Premises or allow others to grow crops on the Premises (whether pursuant to a lease or other occupancy agreement) during a calendar year if, by December 1st prior to such calendar year when the growing of crops is disallowed, Lessee provides Landowner with written notice stating that Lessee intends to construct the Project in the following year ("**Construction Notice**"). In no event will Lessee have any obligation to pay Crop Damages (as defined in subsection (b) below) for any damage to crops caused by Lessee's activities on the Premises after the date of the Construction Notice.

(b) Crop damages will be calculated by the following formula: Price x Yield x Percentage of Damage x Acreage = "**Crop Damages**". Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the immediately previous two (2) years' yields of the same crop as the damaged crop, according to Landowner's records, as received from and certified by Landowner, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Landowner's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Landowner does not have yield records available, the Landowner will use FSA records for the county in which the Premises is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

(c) After such payment for any Crop Damages, Lessee shall not be responsible to pay Landowner or Landowner's renters any loss of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the portion of the Premises occupied by Solar Facilities.

ARTICLE IV. Covenants, Representations and Warranties

Section 4.1 Covenants of Lessee. Lessee hereby covenants and agrees as follows:

(a) **Mechanic's Liens.** Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, in connection with Lessee's use of the Premises.

Lessee may contest any such lien if Lessee causes the lien to be discharged of record or bonded over within forty-five (45) days after Lessee receives written notice of the filing thereof. Lessee agrees to provide for ultimate removal before it affects Landowner's rights on the Premises.

(b) **Permits and Laws.** Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises or the Project of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Landowner unless Landowner has specifically agreed to join the action. Landowner agrees not to unreasonably withhold its agreement to join such action. If Landowner agrees to join the action, Landowner shall cooperate in every reasonable way in such contest, provided Lessee reimburses Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

(c) **Lessee's Improvements.**

(i) After the construction of the Project, Lessee shall remove any construction debris and shall restore the portions of the Premises not occupied by the Project to substantially the same condition that such portions of the Premises were in prior to the construction of the Project. At its sole discretion, Lessee will install and maintain a fence surrounding the Solar Facilities (with the exception of any access roads, fencing, overhead and underground electrical transmission and communications lines, telecommunications equipment and relating improvements). All Solar Facilities constructed, installed or placed on the Premises by Lessee (with the exception of road improvements made to the areas subject to the Access Easement) pursuant to this Lease shall be and remain the sole property of Lessee and, except as expressly provided in this **Error! Reference source not found.**

(ii) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be relocated, removed, replaced, repaired or refurbished by Lessee at any time. Lessee shall maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear and damage from casualty excepted.

(d) **Removal of the Project.**

If Lessee fails to remove any of the Solar Facilities, with the exception of roads, on the Property within twelve (12) months after the date the Term expires or the Lease terminates, such Solar Facilities shall be considered abandoned by Lessee and Landowner may either: (i) remove the remaining Solar Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Lessee; or (ii) consider the Solar Facilities abandoned, at which time the remaining Solar Facilities shall become the property of Landowner. If Lessee fails to remove any of the Solar Facilities as required, and Landowner elects to remove such Solar Facilities at Landowner's expense, Lessee shall reimburse Landowner for all reasonable out-of-pocket costs of removing those Solar Facilities, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner accompanied by reasonable supporting documentation, which amount may be drawn from the Removal Security (defined below).

On the fifteenth (15th) anniversary of the Commercial Operation Date and for the remainder of the Term, Lessee shall provide either a surety bond or escrow funds (the "**Removal Security**") to secure Lessee's obligations under this Section 4.1, which Removal Security shall be in the name of Landowner and/or the applicable governmental authority. Lessee shall provide Landowner written notice upon the establishment of such Removal Security, which notice shall identify the location, instructions on how to draw and amount of the Removal Security. The Removal Security shall be equal to the lesser of (i) the estimated amount, if any (the "**Net Removal Costs**"), by which the cost of removing the Solar Facilities exceeds the salvage value of such Solar Facilities, which Net Removal Costs shall be determined as set forth below; or (ii) if applicable governmental rules or permits for the Solar Facilities require the posting of security for removal of such Solar Facilities, the amount of necessary to satisfy the requirements of such governmental rules or permits. To the extent that the Net Removal Costs are zero (or negative), Lessee shall not be required to provide the Removal Security; provided, however, that Lessee shall re-evaluate the need for and amount of the Removal Security annually after the fifteenth (15th) anniversary of the Commercial Operation Date. Net Removal Costs shall be determined by the parties hereto acting in good faith. If the parties cannot agree upon the Net Removal Costs within sixty (60) days of their first attempt to do so, then the Net Removal Costs shall be determined by an independent engineer mutually selected by the parties, at Lessee's expense.

(e) **Insurance.** Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the Term, including comprehensive general liability insurance with a minimum combined occurrence and annual limitation of [REDACTED] for the period commencing on the Effective Date and continuing through the Construction Period and [REDACTED] for the period commencing upon the expiration of the Construction Period and the earlier of the date the Solar Facilities are fully removed from the Property after the expiration or earlier termination of the Term or twelve (12) months following the expiration or earlier termination of the Term. Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well. Any such policies shall name Landowner as an additional insured and shall provide for thirty (30) days prior written notice to Landowner of any cancellation or material change. Lessee shall provide Landowner with copies of certificates of insurance evidencing this coverage upon request by Landowner. Policies shall provide coverage for any costs of defense or related fees incurred by Landowner. Lessee shall reimburse Landowner for any increase in Landowner's insurance premiums relating to the

Premises, but only to the extent that such increase is directly and exclusively caused by the installation of the Solar Facilities or Lessee's operations on the Premises.

(f) **Essential Services.** Subject to Lessee's exclusive rights in Section 1.1, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities

Section 4.2 Covenants of Landowner.

(a) **Title and Authority.** Except to the extent otherwise stated in this Lease, Landowner is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Landowner has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (i) those currently of record in the county where the Property are located, or (ii) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Landowner shall, at Landowner's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Landowner to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Landowner, this Lease constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.

(b) **Cooperation to Eliminate Lien Interference and Approvals.** Landowner shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Landowner's title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder or property owner with any rights or interests superior to those granted to Lessee under this Lease. Landowner, at no cost or expense to Landowner, shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities, including without limitation any permit, approval or covenant required by the Kentucky Energy and Environment Cabinet. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Landowner hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of Solar Facilities on the Property and/or Projects related thereto. Landowner shall also .

(c) **Quiet Enjoyment.** As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease

without any interference of any kind by Landowner or any person claiming through Landowner. Landowner's activities on the Premises and any grant of rights Landowner makes to any other person with respect to the Premises shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, including the Easements.

(d) **Operation of the Solar Facilities.** Landowner acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property and will cause or emit electromagnetic and frequency interference. Landowner covenants and agrees that the Landowner shall not assert that the Solar Facilities constitute a nuisance.

(e) **Maintenance of the Premises.** Landowner will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Landowner will maintain all other roads or trails on the Premises.

(f) **Hazardous Materials.** Landowner shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Landowner's operations, any substance which is defined as a "hazardous substance," "hazardous material," or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Landowner represents to Lessee that Landowner has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify, defend and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE V.

Assignment; Encumbrance; Continuing Nature

Section 5.1 Right to Assign/Transfer.

Lessee may at any time sell, convey, assign, sublet or otherwise transfer the whole or any portion or portions of its interests in and to this Lease, the Premises and/or the Solar Facilities and any related facilities, including, without limitation, through the grant of equal or subordinate rights and interests such as co-leases, separate leases, co-easements, separate easements, sub-easements, licenses or similar rights to one or more persons or entities, in each case without Landowner's consent (any such sale, assignment, or other transfer, hereinafter a "**Transfer**" and the interests conveyed by such Transfer, hereinafter the "**Transferred Interests**"). Following such Transfer, the term "**Lessee**" shall be deemed to include each entity then holding any Transferred Interest (each, a "**Transferee**") and Landowner shall recognize such Transferee as Lessee's legal successor with respect to such Transferred Interest. Furthermore, upon a Transfer, (i) the transferee shall have all of the rights, benefits, and obligations of Lessee under and pursuant to this Lease with respect to such Transferred Interest; and (ii) Lessee shall be relieved of all of its duties and obligations under this Lease relating to the Transferred Interests accruing after the effective date of such Transfer. No transferee, by virtue of Lessee's Transfer to it, shall acquire any greater interest in the Transferred Interests than Lessee shall have had prior to such Transfer.

Section 5.2 Right to Encumber.

Lessee may at any time mortgage all or any part of its interest in and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in and rights under this Lease to one or more entities (each, a “**Lender**” and collectively, “**Lenders**”). The rights of any and all such Lender(s) are set forth on **Exhibit C** attached hereto and made a part hereof. No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

Section 5.3 Continuing Nature of Obligations.

The burdens of the Easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

**ARTICLE VI.
Condemnation**

Section 6.1 Effect of Condemnation.

If eminent domain proceedings are commenced against all or any portion of the Premises or the Easements, and the taking and proposed use of such property would prevent or adversely affect Lessee’s construction, installation or operation of Solar Facilities on the Property, at Lessee’s option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 6.2 Condemnation Proceeds.

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Landowner, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 6.1 shall affect Lessee’s right to receive any award to which Lessee is entitled under this Section 6.2.

**ARTICLE VII.
Default/Termination**

Section 7.1 Events of Default.

(a) Each of the following shall constitute an “**Event of Default**” that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity.

(i) Any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for forty-five (45) days after written notice (“**Notice of Default**”) from Landowner;

(ii) Any other breach of this Lease by either party which continues for forty-five (45) days after Notice of Default from the non-defaulting party or, if the cure will take longer than forty-five (45), the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 7.2 Surrender.

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Landowner in good order and condition, reasonable wear and tear excepted, including without limitation, the removal of the Project and all improvements, structures, facilities, personal property, furniture, fixtures and equipment located on the Premises (but not including any driveways) (all such items or structures being individually and collectively, the “**Improvements**”). Lessee shall have the right and license to enter upon the Site to deconstruct and remove the Improvements from the Site within one hundred and eighty (180) days after the expiration or earlier termination of this Lease. The provisions of this **Error! Reference source not found.** shall survive any termination or expiration of the leasehold interest granted to Lessee hereunder, and the insurance and indemnification obligations of Lessee shall continue in full force and effect until the Improvements are removed from the Premises and all resultant injuries to the Site (but not including any driveways) are remedied (reasonable wear and tear excepted).

Section 7.3 Remedies.

Landowner acknowledges and agrees that should Landowner breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Landowner agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Landowner agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE VIII. Indemnity

Each party agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Landowner, any operations

or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

**ARTICLE IX.
Miscellaneous**

Section 9.1 Notice.

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Landowner: Attn:

To Lessee: Attn:

With a copy to: Attn:

Section 9.2 Relationship of the Parties; No Third-Party Beneficiaries.

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Landowner and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Landowner and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision

of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement.

It is mutually understood and agreed that this Lease constitutes the entire agreement between Landowner and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) **Governing Law.** This Lease is made in Kentucky and shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of law principles. If a dispute arises out of or related to the Lease, and if said dispute cannot be resolved through negotiations, the parties agree first to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to litigation. Any mediation or litigation shall take place in the County and State in which the Project is located. Each party shall have all rights and remedies available at law or equity.

(b) **Punitive Damages.** Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Landowner and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

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

Section 9.5 Cooperation.

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any

time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Landowner re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Landowner shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Landowner agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver.

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Landowner hereunder, Lessee shall offset the amount of such overpayments to Landowner against future payments due to Landowner from Lessee hereunder.

Section 9.7 Force Majeure.

Neither Landowner nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.

Section 9.8 Confidentiality.

Landowner and Lessee shall maintain in confidence all confidential and proprietary information of the other party, including without limitation, the terms and conditions of this Lease, the payments to be made hereunder, Lessee's product design, wildlife survey data, methods of operation, methods of construction, meteorological data, and the like. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits.

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Landowner's option, Landowner and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability.

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts.

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease.

Landowner and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee, as set forth on **Exhibit D** attached hereto. Landowner hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Landowner, Lessee agrees to provide a recordable acknowledgement of such termination to Landowner.

Section 9.13 Multiple Owners.

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Landowner any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Landowner in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Landowner. At Lessee's election such payment may be by joint check or checks payable to the Landowner parties known to Lessee. The parties comprising Landowner shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Landowner hereby irrevocably directs and authorizes Lessee to make all payments payable to Landowner under this Lease and to provide all notices to Landowner under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Landowner, or to such other single person that all parties comprising Landowner shall direct by written notice to Lessee. The parties comprising Landowner shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Landowner shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Landowner under this Lease or the performance of any obligation owed to Landowner under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Landowner under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Landowner agree on pursuing such right or remedy and so notify Lessee in writing.

[Signatures on following pages]

**SIGNATURE PAGE TO SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed
as of the Effective Date.

LANDOWNER: [COMPANY NAME]

By: _____ (SEAL)
Name: _____
Title: _____

**SIGNATURE PAGE TO SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed
as of the Effective Date.

LESSEE:

[COMPANY NAME]

By: _____ (SEAL)
Name: _____
Title: _____

EXHIBIT A

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.

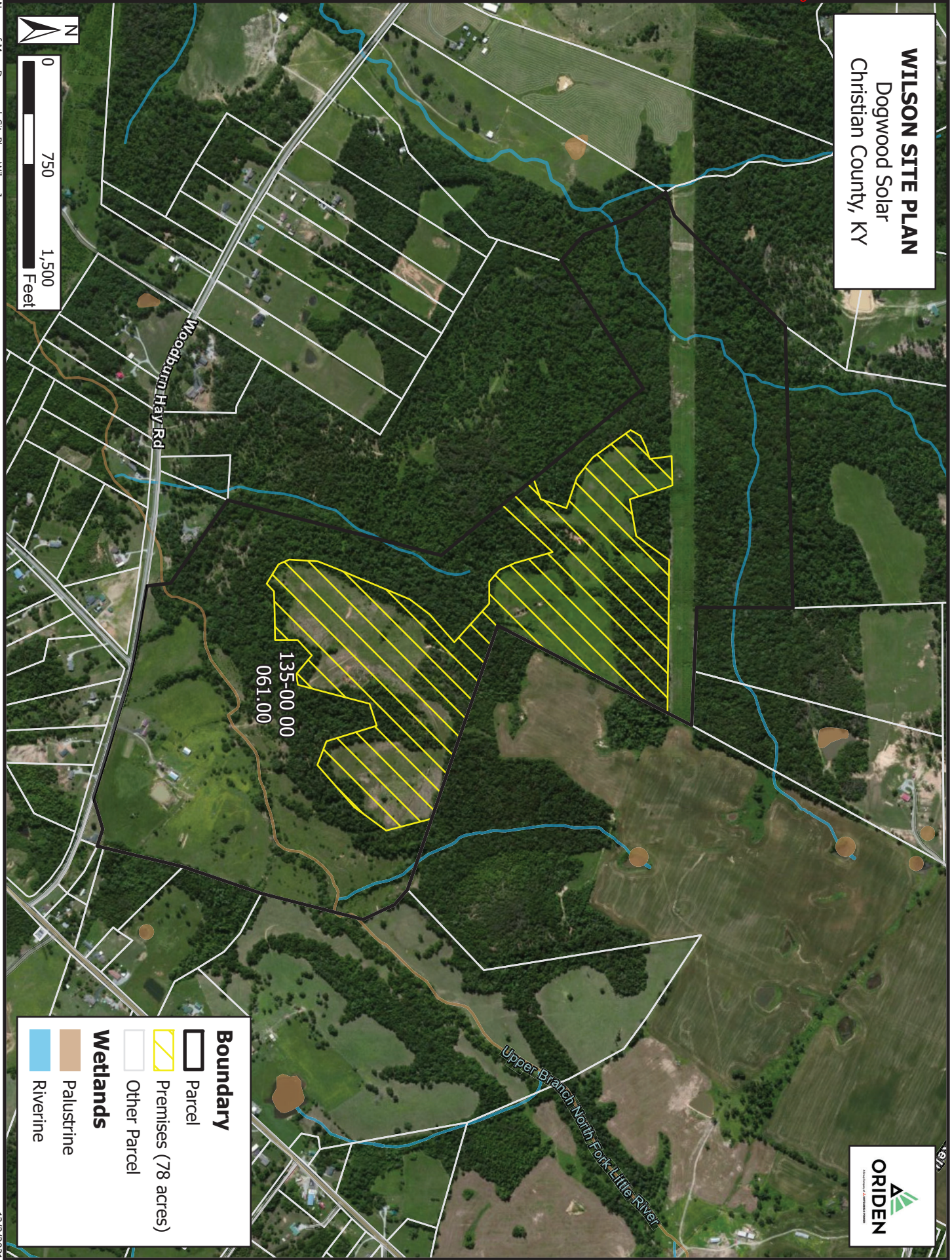
Said property was conveyed to Noel D. Hale and Mary Hale, his wife, by Wynn, as joint tenants with right of survivorship. The said Mary Hale died in 1960, whereupon the entire title vested in Noel D. Hale. By his will recorded in Will Book 12 at page 186, the said Noel D. Hale devised said property to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

The parcel contains approximately 111 acres.

EXHIBIT B

SITE PLAN

WILSON SITE PLAN
Dogwood Solar
Christian County, KY



135-00 00
061.00

Boundary	
	Parcel
	Premises (78 acres)
	Other Parcel
Wetlands	
	Palustrine
	Riverine

Name of Map: Dogwood_SitePlan_WilsonJames



12/2/2021

EXHIBIT C

SPECIAL FINANCING AND LENDER PROTECTIONS

For purposes of this Exhibit C, all references to “Lessee” shall also include any Transferee.

1. Lender’s Right to Possession, Right to Acquire and Right to Assign. A Lender shall have the absolute right to do one, some or all of the following things without further consent from Landowner: (a) assign its lender’s lien; (b) enforce its lender’s lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to Lessee’s leasehold and easement estates (individually or collectively, as the context may require, “**Leasehold Estate**”) granted by this Lease; (d) take possession of and operate the Project and the Solar Facilities or any portion thereof and perform any obligations to be performed by Lessee hereunder, or cause a receiver to be appointed to do so; (e) assign or transfer the Leasehold Estate or sublease to a third party; or (f) exercise any rights of Lessee under this Lease. Upon acquisition of the Leasehold Estate by a Lender or any other third party who acquires the same from or on behalf of the Lender, Landowner shall recognize the Lender or such other party (as the case may be) as Lessee’s proper successor, and the Lease shall remain in full force and effect.

2. Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged default by Lessee, Landowner shall deliver a duplicate copy of the applicable Notice of Default to each Lender, concurrently with delivery of such notice to Lessee, of which Landowner has been provided written notice.

3. Cure. A Lender shall have the same period after receipt of a Notice of Default to remedy an Event of Default, or cause the same to be remedied, as is given to Lessee after Lessee’s receipt of a Notice of Default under this Lease, plus, in each instance, the following additional time periods: (i) thirty (30) days in the event of any monetary Event of Default; and (ii) sixty (60) days in the event of any non-monetary Event of Default; provided, however, that (a) such sixty (60)-day period shall be extended for the time reasonably required by the Lender to complete such cure, including the time required for the Lender to obtain possession of the Premises (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (b) the Lender shall not be required to cure those Events of Default which are not reasonably susceptible of being cured or performed by such party (“**Non-Curable Defaults**”). The Lender shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee under this Lease for purposes of curing such Event of Default. Landowner shall not terminate this Lease prior to expiration of the cure periods available to a Lender as set forth above. Further, (x) neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease as long as the rent and all other amounts payable by Lessee under this Lease are paid by the Lender in accordance with the terms thereof and (y) Non-Curable Defaults shall be deemed waived by Landowner upon completion of foreclosure proceedings or other acquisition of the Leasehold Estate.

4. Deemed Cure; Extension. If any Event of Default by Lessee under this Lease cannot be cured without obtaining possession of all or part of (a) the Solar Facilities or (b) the Leasehold Estate, then any such Event of Default shall nonetheless be deemed remedied if: (i) within sixty (60) days after receiving notice from Landowner as set forth hereinabove, a Lender

acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) the Lender is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Lender performs all other obligations as and when the same are due in accordance with the terms of this Lease. If a Lender is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee from commencing or prosecuting the proceedings described above, then the sixty (60)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

5. Liability. A Lender that does not directly hold an interest in this Lease, or that holds only a lender's lien, shall not have any obligation under this Lease prior to the time that such Lender succeeds to absolute title to such interest. Any such Lender shall be liable to perform obligations under this Lease only for and during the period of time that such Lender directly holds such absolute title. Further, If a Lender elects to (a) perform Lessee's obligations under this Lease, (b) continue Lessee's operation of an energy project on the Premises, (c) acquire any portion of Lessee's right, title, or interest in the Premises or in this Lease or (d) enter into a new lease as provided herein, then such Lender shall have no personal liability to Landowner, and Landowner's sole recourse in the event of default by such Lender shall be to execute against such Lender's interest in the Project. Moreover, any Lender or other party who acquires the Leasehold Estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Lender or other party no longer has ownership of the Leasehold Estate.

6. New Lease to Lender. If this Lease (a) terminates because of Lessee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Lender has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided herein, Landowner shall, upon written request from such Lender received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new lease in favor of such Lender, which new lease shall (i) contain the same terms as this Lease (except for any requirements that have been fulfilled by Lessee prior to such termination, foreclosure, rejection or disaffirmance hereinafter referred to as a "Terminating Event"), (ii) be for a term commencing on the date of such Terminating Event, and continuing for the remaining term of this Lease before giving effect to such Terminating Event, (iii) contain a lease of the Premises or such portion thereof as to which such Lender held a lender's lien on the date of such Terminating Event, (iv) contain a grant to the Lender of access, transmission, communications, utility and other easements covering such portion or portions of the Premises as such Lender may reasonably designate and (v) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landowner; and, until such time as such new lease is executed and delivered, the Lender may use the Premises to conduct an energy project thereon as if the Lease were still in effect. At the option of the Lender, the new lease may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of Lessee thereunder.

7. Lender's Consent. Notwithstanding any provision of this Lease to the contrary, (a) Landowner shall not agree to a modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce

the security for its lender's lien and (b) Landowner shall not accept a surrender of the Premises or any part thereof or a termination of this Lease; in each such case without the prior written consent of each Lender.

8. Further Amendments. At Lessee's request, Landowner, without demanding additional consideration therefor, shall amend this Lease to include any provision that may reasonably be requested by an existing or proposed Lender, and shall execute such additional documents as may reasonably be required to evidence such Lender's rights hereunder; provided, however, that such amendment shall not materially impair the rights or materially increase the burdens or obligations of Landowner under this Lease, or extend the Term beyond the term set forth in Article II of this Lease. Further, Landowner shall, within ten (10) days after written notice from Lessee or any existing or proposed Lender, execute and deliver thereto (i) a certificate to the effect that Landowner recognizes a particular entity as a Lender under this Lease and will accord to such entity all the rights and privileges of a Lender hereunder and (ii) an estoppel certificate (a) certifying that this Lease is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the rent and all other sums due and payable have been paid, (c) certifying that to the best of the Landowner's knowledge there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by the party requesting same. Landowner's failure to deliver any such certificate within such time shall be conclusive upon Landowner that this Lease is in full force and effect and has not been modified, the rent and all other sums due and payable have been paid through the date of such written notice, there are no uncured Events of Default by the requesting party hereunder and the other certifications so requested are in fact true and correct.

[Remainder of page intentionally left blank]

EXHIBIT D

FORM OF MEMORANDUM OF LEASE

[Attached]

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

[
[
[
[

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

**MEMORANDUM OF SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

This **MEMORANDUM OF SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT** (this “**Memorandum**”) is dated [____], 20[____] (the “**Effective Date**”), and is made by and between [____], a [____] corporation, with an address at [____] (“**Landowner**”) and [____], a [____] limited liability company, with an address at [____] (“**Lessee**”).

WHEREAS, Landowner subleases certain real property located in the City of [____], [____] County, Kentucky, as more particularly described on the attached **Exhibit A** (the “**Property**”), pursuant to that certain [____], dated as of [____] [____], 20[____], a memorandum of which is of record in _____, in Office of the County Clerk for [____] County, Kentucky, which Property is owned in fee simple by the Landowner; and

WHEREAS, pursuant to that certain Solar Energy Ground Lease and Easement Agreement (the “**Lease**”) dated [____] (the “**Effective Date**”), Landowner has sub-subleased to Lessee a portion of the Property in the approximate location shown on the site plan attached hereto as **Exhibit B** (the “**Premises**”), and Landowner has granted to Lessee certain rights including certain easements as more particularly described in the Lease; and

WHEREAS, Landowner and Lessee desire to give notice of the Lease by recording this Memorandum.

NOW THEREFORE, Landowner and Lessee state as follows:

- 1. Lease of Premises; Exclusive Rights.** Landowner has leased the Premises to Lessee for the purpose of converting solar energy into electrical energy or collecting and transmitting the electrical energy so converted, together with any and all activities related thereto (“**Solar Energy Purposes**”), including through the development, construction, operation and maintenance of a solar photovoltaic electricity generation and storage facility (the “**Project**”) Lessee has the exclusive right to use the Premises for Solar Energy Purposes.

2. **Lease Term; Extension of Term.** Lessee's rights under the Lease commence on the Effective Date and continue through the Renewal Terms, if any. The Lease Term commences on the Effective Date and expires at 11:59 p.m. on the thirtieth (30th) anniversary of the December 31 immediately following the Commercial Operation Date, as that term is defined in the Lease (the "**Initial Term**"). Lessee has right to extend the Lease Term for two (2) additional periods of ten (10) years (the Initial Term and the Renewal Terms, if exercised, being the "**Lease Term**").

3. **Termination Right.** Lessee may terminate this Lease with respect to all or a portion of the Premises at any time and for any reason by giving Landowner a Termination Notice at least thirty (30) days in advance.

4. **Easements.** Landowner has granted Lessee certain easements for the Lease Term, as follows:

(a) **Access Easement.** An easement on, over, under, upon and across and on the Property for ingress to and egress from Premises by means of existing roads and lanes or such other route or routes as Lessee may determine are reasonably necessary to access the Premises, for either the operation or construction of the Project, with Landowner's consent, which consent shall not be unreasonably withheld, conditioned or delayed (the "**Access Easement**"). Lessee shall have the right to improve, maintain, replace and repair existing roads and lanes, or to build new roads, shall run with and bind the Property for the benefit of the Premises, and shall inure to the benefit of and be binding upon Landowner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. Lessee's use of the Access Easement shall not materially interfere with the business operations or rights of the Landowner. Lessee's use of the Access Easement shall be subject to such reasonable rules and regulations as Landowner may establish from time to time.

(b) **Solar Easement.** An easement (the "**Solar Easement**") on, over and across the Property, for the benefit of the Premises, for direct sunlight to any solar panels installed on the Premises ("**Solar Access**"). As grantee under the Solar Easement, Lessee shall have the right to trim, cut down and remove any trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which obstruct Solar Access or otherwise interfere with or endanger the Project. For the avoidance of doubt, Landowner shall not be allowed to construct or permit the construction of any improvements on the property that would impede Solar Access to the Project.

(c) **Utility Easement.** An easement (the "**Utility Easement**," and together with the Access Easement and Solar Easement, the "**Easements**"), on, over, under, upon and across and on the Property for the benefit of the Premises, (i) on, over and across the Property for the purpose of accessing any such systems or utility lines for the purpose of repair or maintenance; (ii) on, over, under and across those portions of the Property identified on the Site Plan for the purpose of constructing, reconstructing, replacing, removing, maintaining, operating and using from time to time a system of underground electrical lines and/or above-ground poles and such wires and cables as from time to time are suspended therefrom, together with all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said poles, wires, cables and lines; and (iii) on, over and across any portion of the Property reasonably necessary for the purpose of erecting, constructing, installing, replacing,

repairing, operating, using, inspecting, reconstructing, modifying, removing and maintaining electrical lines any and all utilities (including water, wastewater, storm water detention, drainage, electric, telephone, gas, cable television, and electronic data transmission services), together with all lines, pipes, conduits and other equipment, improvements and appurtenances used in the supply and provision of such utilities; provided that the location of any such electrical lines and utilities shall not unreasonably interfere with Landowner's use and operation of the Property.

5. **Nature of Lease.** Lessee acknowledges that during the period of time in which the Property is owned by the Fee Owner, leased to Ground Lessee and subleased to Lessee, this Lease will be treated as a sub-sublease between Landowner and Lessee.

6. **Multiple Counterparts.** This Memorandum may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

7. **Conflict.** The sole purpose of this instrument is to give notice of the Lease, as the same may be amended or supplemented from time to time, and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein. In the event of a conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall prevail.

[Signatures on following pages]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Solar Energy Ground Lease and Easement Agreement as of the day and year first written above.

LANDOWNER:
[COMPANY NAME]

By: _____
Name: _____
Title: _____

STATE OF KENTUCKY

COUNTY OF _____

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, _____ acknowledged _____ himself/herself _____ to _____ be _____, of _____, the within named bargainer, a _____ [corporation/limited liability company/limited partnership/general partnership], and that [he/she] as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as _____.

WITNESS my hand and seal, at office in _____, this _____ day of _____, 20____.

Notary Public

My Commission Expires

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Memorandum of Solar Energy Ground Lease and Easement Agreement as of the day and year first written above.

LESSEE:
[COMPANY NAME]

By: _____
Name: _____
Title: _____

STATE OF KENTUCKY

COUNTY OF _____

Before me, _____, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, _____ acknowledged _____ himself/herself _____ to _____ be _____, of _____, the within named bargainer, a _____ [corporation/limited liability company/limited partnership/general partnership], and that [he/she] as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as _____.

WITNESS my hand and seal, at office in _____, this _____ day of _____, 20____.

Notary Public

My Commission Expires

**Recording requested by,
and after recording**

Return to: Oriden LLC
Attn: Seth Wilmore
106 Isabella St., Suite 400
Pittsburgh, PA 15212

Prepared by: Seth Wilmore
Oriden LLC
106 Isabella St., Suite 400
Pittsburgh, PA 15212

**AMENDMENT TO OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT
AGREEMENT**

THIS AMENDMENT TO OPTION FOR SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT (this "Amendment") is made and entered into by and between **Alan Craig Schamp**, a divorced individual ("**Landowner**") and **Oriden LLC**, a Delaware limited liability company ("**Lessee**"), effective as of the 28th day March 2022 (such date, the "**Effective Date**").

WITNESSETH

WHEREAS, Landowner and Lessee previously entered into that certain Option for Solar Energy Ground Lease and Easement Agreement, dated as of April 20, 2020, a short form of which is of record at Record Book 142, Page 316-324, Register's Office of Christian County, Kentucky (the "**Lease**"), for certain real property located in Christian County, Kentucky (the "**Property**"); and

WHEREAS, Landowner and Lessee desire to modify the Lease to add a portion of one additional parcel to the leasehold estate created by the Lease to enlarge the Premises.

NOW THEREFORE, in consideration of [REDACTED] and the mutual agreements and covenants herein contained Landowner and Lessee agree as follows:

1. **Defined Terms.** All capitalized terms used, but not defined herein, shall have the meaning ascribed to them in the Lease.

2. **Amendment.** Exhibit A to the Lease shall be supplemented with Exhibit A attached hereto and incorporated herein by this reference. In addition, Exhibit A-1 shall be supplemented with Exhibit A-1 attached hereto and incorporated herein by this reference.

3. **Miscellaneous.** Except as otherwise expressly provided in this Amendment, all of the terms of the Lease shall continue in full force and effect and are hereby ratified and affirmed. This Amendment may be executed in separate counterparts, each of which shall be deemed an original and all of which shall

constitute on and the same document. Facsimile signatures shall have the same force and effect as original signatures. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

[Signatures on following page]

IN WITNESS WHEREOF, Landowner and Lessee have signed this Amendment to Ground Lease Agreement as of the day and year first above written.

LANDOWNER:
Alan Craig Schamp

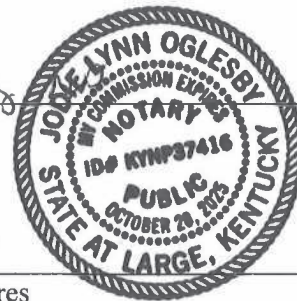
By: *Alan Craig Schamp*
Name: Alan Craig Schamp
Title: Owner

Kentucky
STATE OF ~~TENNESSEE~~
COUNTY OF Christian

Before me, Alan Craig Schamp, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Alan Craig Schamp**, as Owner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.


WITNESS my hand, at office, this 23 day of March, 2022.

Jodie Oglesby
Notary Public



10.20.2025
My Commission Expires

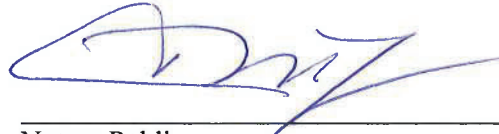
LESSEE:
Oriden LLC, a Delaware limited liability company

By: 
Name: Masahiro Ogiso
Title: CEO

STATE OF Pennsylvania
COUNTY OF Allegheny

Before me, Ann Marie Thompson, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Masahiro Ogiso, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of March, 20 22.


Notary Public

06/14/2025
My Commission Expires

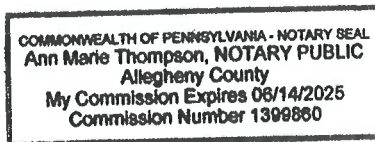


EXHIBIT A

DESCRIPTION OF THE PROPERTY

Parcel: 153-00 00 041.01

A certain parcel of land that abuts the northern right of way line of Goode Road, approximately 0.9 miles east of Kentucky Highway 107 in Christian County, Kentucky. Said parcel being a portion of the Alan C. Schamp property as recorded in Deed Book 533, Page 71, also being Lot No. 1 of plat recorded in Plat Cabinet 6, File 278, Office of the Christian County Clerk.

Beginning at an iron pin (set), a new division corner, 16.50 feet southeast of the center line of gravel lane and 20.00 feet north of the centerline of Goode road; thence leaving Goode Road and forming a new division line through the Alan C. Schamp property, 16.50 feet to above mentioned gravel lane, N. 60 degrees 21 minutes 57 seconds E. 310.00 feet to an iron pin (set); thence leaving gravel lane and forming another new division line through the Alan C. Schamp property S. 71 degrees 22 minutes 09 seconds E. 481.26 feet to an iron pin (set), being a common corner with Lot No. 2; thence forming another new division line through the Alan C. Schamp property and being a common boundary with Lot No. 2, S. 63 degrees 07 minutes 05 seconds W. 255.17 feet to an iron pin (set), being a common corner with Lot No. 2 and located in the northern 40 foot right of way line of Goode road; thence with the northern 40 foot right of way line of Goode Road (20 feet from and parallel to existing road centerline) N. 76 degrees 54 minutes 09 seconds W. 511.19 feet to the point of beginning. Containing 2.240 acres as survey by Pro Line Surveys on April 10, 1999.

Being the same property conveyed to Jeffrey Lyman and Sheila Lyman, his wife, from Darrell Dakin and Hazel Darlene Dakin, his wife, by deed dated April 5, 2006, and filed for record on April 12, 2006, in Deed Book 629, Page 236, Office of the Christian County Clerk.

EXHIBIT A-1
Depiction of Leased Premises

