

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-1:

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

Response: The redacted executed agreements are attached as a confidential exhibit submitted under seal consistent with Song Sparrow's Motion for Confidential Treatment, filed concurrently herewith.

Witness: Nick Benjamin

SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this “Lease”) is made and entered into as of the 29 day of August 2019 (the “Effective Date”), by and between **THE DUNN FAMILY LIMITED PARTNERSHIP, WITH THE INTEREST IN SAID PARTNERSHIP HAVING BEEN ASSIGNED TO THE DUNN FAMILY TRUST, AND THE SUB-TRUST FOR THE BENEFIT OF DONNA COOKSEY RECEIVING INCOME FROM THE PROPERTY DESCRIBED HEREIN PURSUANT TO THE TERMS OF THE TRUST, BY AND THROUGH DONNA COOKSEY, TRUSTEE,** a Kentucky limited partnership (collectively, “Landlord”) and **SONG SPARROW SOLAR LLC**, a Kentucky limited liability company (“Tenant”).

W I T N E S S E T H:

In consideration of [REDACTED] to be paid from Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property containing approximately 408.42 acres, located at Mosstown Road, Ballard County, Kentucky and in substantially the location set forth on Exhibit B attached hereto and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the “Premises”), to be occupied and used upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. of 58-31 containing approximately 408.42 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the “Land”).

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the “Term”) shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the “Expiration Date”), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a “Extension Term” and collectively, the “Extension Terms”) by providing Landlord with written notice of Tenant’s election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than

the payment of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and those obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

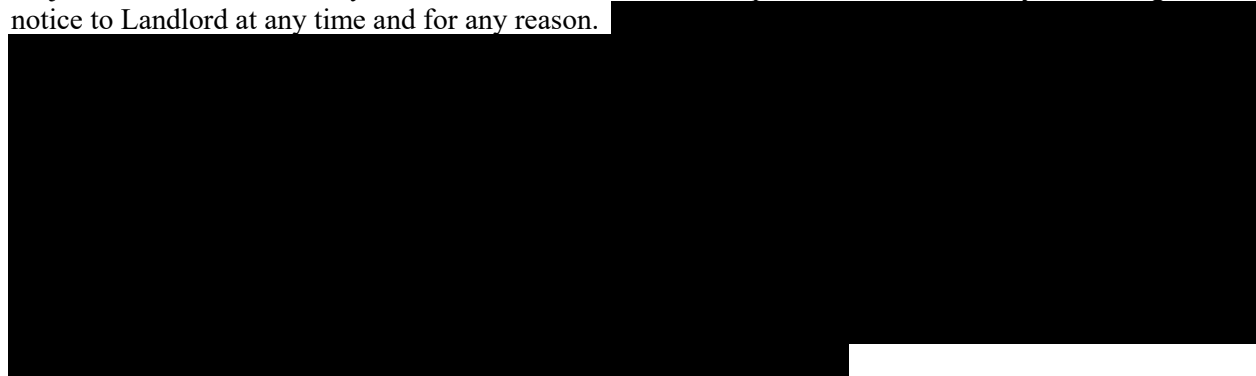
If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines.

Prior to the Construction Notice, Tenant shall (at its expense) obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. Tenant shall deliver a copy of the Survey to Landlord within thirty (30) days of its completion for Landlord's approval not to be unreasonably withheld, conditioned or delayed if the provisions in the following paragraph with respect to the Released Premises are satisfied. Landlord shall accept or reject, stating the reasons therefor, Tenant's Survey within 20 days notice of the same, and Landlord's failure to respond timely, shall be deemed an acceptance of the Survey by Landlord. If Landlord rejects the Survey, the parties shall work in good faith to determine the boundary line of the Premises. Upon approval of the Survey by Landlord, the

delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

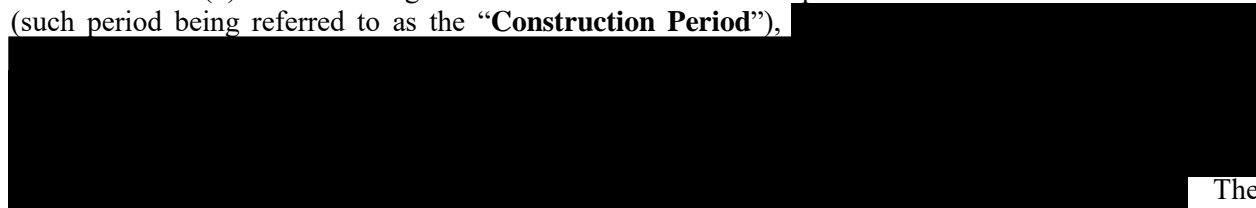
As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason.



2. Construction Notice; Construction Rent; Crop Loss Payment.

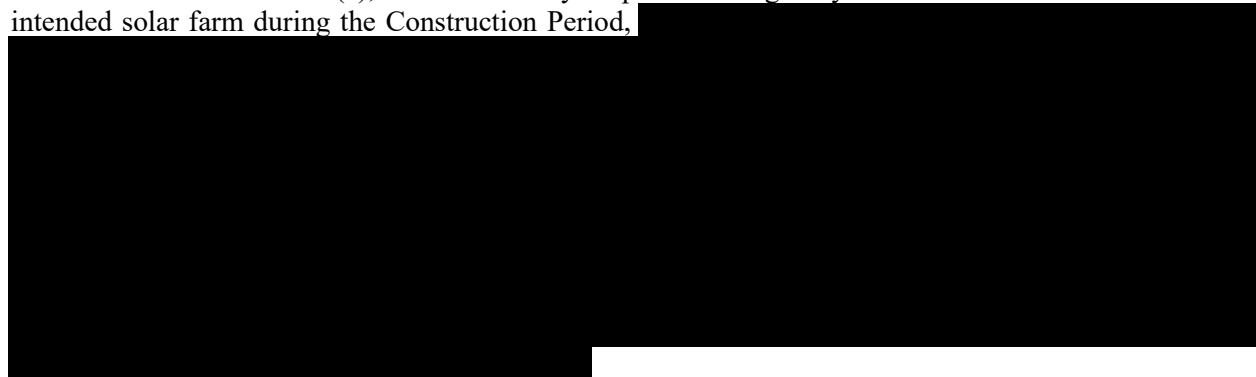
(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the “**Construction Notice**”), The Construction Notice shall include the date on which Tenant intends to commence construction (“**Construction Start Date**”). Tenant shall deliver the Construction Notice at least thirty (30) days prior to the Construction Start Date.

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the “**Construction Period**”),



The payment of rent for any fractional calendar year during the Term shall be prorated. The Construction Period shall not exceed thirty-six (36) months, at which point the Rent Commencement Date shall occur.

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant’s initial construction of its intended solar farm during the Construction Period,



3. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent shall equal [REDACTED]

[REDACTED] If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

(b) Annual rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that is between the Rent Commencement Date and the next December 31st, the second rent installment being due on or before the date that is thirty (30) days following the first January 1st following the Rent Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1st thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(c) Beginning on the fifth (5th) annual anniversary date of the Rent Commencement Date, and on each subsequent annual anniversary date of the Rent Commencement Date thereafter for the remainder of the Term (including any such anniversary dates occurring during any [REDACTED])

(d) As used herein, and subject to the terms of this Section 2(d), the term "Rent Commencement Date" shall be the earlier of (i) December 31, 2023, or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), excluding any test energy or partial start up of the solar farm short of full commercial operation (the "Commercial Operation Date"); provided, however, that the Rent Commencement Date shall automatically be extended during any period of time that Tenant is paying either the Pre-Construction Rent or the Construction Rent.

(e) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2023, Tenant may, at its option, delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2024, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, notify Landlord in writing and [REDACTED]

(f) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2024, Tenant may, at its option, further delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2025, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, taking into account prior extensions, notify Landlord in writing and [REDACTED]

[REDACTED]

(g) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2025, Tenant may, at its option, further delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2026, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, taking into account prior extensions, notify Landlord in writing and [REDACTED]

[REDACTED]

(h) If any installment of rent is not received by Landlord fifteen (15) days after the later of the date that the same is due hereunder and the date Landlord provides Tenant written notice of the delinquency, [REDACTED]

[REDACTED]

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; in the event that Tenant requests, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees. Proceeds from the harvesting of timber after removal costs shall be paid to the Landlord. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. Do Not Disturb Area. The area shown on Exhibit B.1 shall be excluded from the Premises.

7. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

8. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) [REDACTED] which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the Commonwealth of Kentucky and shall name the Landlord as an additional insured.

9. Taxes. [REDACTED]

10. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the

damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

11. Condemnation.

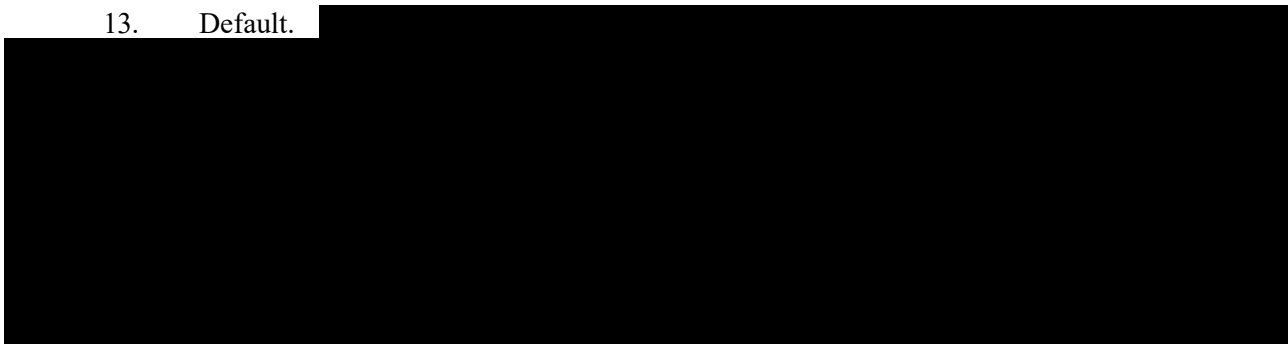
(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding anything to the contrary contained herein, the amount of award granted to Tenant shall specifically include the value of any improvements or equipment taken or cannot be removed and reasonably reused after the taking or the cost to remove and relocate improvements or equipment on Land that is taken. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

12. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.

13. Default.



[REDACTED]

14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord. Tenant agrees that no grading of the Land shall occur during the Restoration Period without the Landlord's prior written consent.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months (the "Restoration Period") and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. During the Restoration Period, Tenant shall pay Landlord, in full and one year in advance, rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan. To the extent that applicable authorities do not require the Decommissioning Security or other security deposit to be applied, escrowed or posted with respect to the restoration of the Premises, the Decommissioning Security shall be posted prior to the Construction Start Date and the procedure for posting and drawing the Decommissioning Security shall be subject to the approval of Landlord, not to be unreasonably withheld, conditioned or delayed.

15. Possession After Expiration or Termination. If Tenant fails to vacate and surrender the possession of the Premises at the expiration of the Restoration Period (with all removal and restoration requirements contained in Section 14 completed), [REDACTED]

[REDACTED]

16. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

17. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the "Landlord Parties") from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the Landlord Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the "Tenant Parties") in connection with Tenant Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Landlord Party, and/or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties' uses of or operations on the Premises, except as otherwise provided herein.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of any of the Landlord Parties in connection with Landlord Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (b) the condition of the Premises that Landlord has actual knowledge of, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (c) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period, and/or (d) any environmental matters and conditions at the Premises, to the extent existing or first occurring before the Effective Date and disclosed by Tenant's environmental audit of the Premises as provided in this Section 17(b) (the "Pre-Existing Environmental Liabilities"). The Tenant may at its discretion have an environmental audit of the Premises performed prior to the Construction Start Date and shall provide Landlord with a copy of such audit within thirty (30) days of Tenant's receipt of such audit report. Landlord hereby agrees to and does assume all of the Pre-Existing Environmental Liabilities.

18. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

19. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

20. Notices; Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Dunn Family Limited Partnership
[REDACTED]

And to: McMurry & Livingston, PLLC
[REDACTED]

To Tenant: Song Sparrow Solar LLC
[REDACTED]

And to: Kilpatrick Townsend & Stockton LLP
[REDACTED]

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

21. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

22. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

23. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Kentucky.

24. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's knowledge after due inquiry, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Energy Facilities that existed as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph. This warranty does not apply to any improvements existing as of the Effective Date;

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

26. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

27. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

28. Easements.

(a) Operations Easements. Landlord may grant and convey to Tenant, for the Term, all or part of the hereinafter described easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property"), except any portions of the Adjacent Property located in the Do Not Disturb Area, to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord. Such Easements shall be described on the Survey pursuant to Section 1 and subject Landlord's approval, such approval not to be unreasonably withheld, conditioned or delayed. The Landlord and Tenant shall follow the Survey approval process provided in Section 1. The proposed Easements may include the following:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Subject to the mutual written agreement of the parties, Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the agreed upon Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property. To the extent that easements are granted to Tenant pursuant to this Section 28, Tenant shall compensate Landlord for such easements by paying the Landlord as additional rent under this Lease the amount that would be required to be paid if the unusable area of such easements were part of the Premises.

(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land that benefit, or are appurtenant to, the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

29. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the State in which the Premises is located.

30. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "**Landlord Access**") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord's adjoining property as currently being used and such access shall only commence after the Commercial Operation Date. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access, unless the damage is caused by Tenant's use of Landlord Access, in which case, Tenant shall be solely responsible, at Tenant's sole cost and expense, for such repair. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property.

31. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "**Confidential Information**") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the

Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease. Tenant shall have all rights and remedies available to it at law and in equity, including, without limitation, injunctive relief or a suit for damages, in the event of Landlord's breach of this Section 31.

32. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

33. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

34. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

35. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

36. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or

encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a “Lender”. Tenant or other Obligor shall provide to Landlord the name and address of any such Lender along with a description of the encumbrance.

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender’s consent and we will not take action without giving notice and an opportunity to cure.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender’s mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor’s rights under this Lease as if done by such Obligor itself.

(iii) The right of a Lender to receive notices and to cure Obligor’s defaults pursuant to the provisions of this subsection (b) shall be available only to those Lenders which shall have notified Landlord in writing of their name and address. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders who have complied with this sub-section. If Landlord shall become entitled to terminate this Lease due to an uncured default by Obligor, Landlord will not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to each Lender who has complied with this sub-section and has given each Lender at least thirty (30) days after the expiration of the cure period which this Lease provides to Obligor for curing such default, to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty (30) day period a Lender notifies Landlord that it must foreclose on Obligor’s interest or otherwise take possession of Obligor’s interest under this Lease in order to cure the default, Landlord shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor’s interest under this Lease, upon the condition that Lender agrees to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor, including the payment of all amounts due Landlord from Obligor when due during such forbearance period; provided however Lender shall have no obligation to cure non-monetary defaults that are not reasonably susceptible of cure by a Lender, such as (to the extent, if any, that any of the following may actually constitute a default under this Lease) a bankruptcy proceeding affecting Tenant; a prohibited transfer; failure to deliver financial information within Tenant’s control; and any other nonmonetary default that by its nature relates only to, or can reasonably be performed only by, Tenant or its affiliates (collectively, “Personal Default”). In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Landlord except as provided herein and the sole recourse of the Landlord in seeking enforcement of its obligations under this Lease or any new lease entered into pursuant to clause (iii) below shall be to such Lender’s interest in this Lease and the Premises. Upon the sale or other transfer by any Lender of its interest in the Lease or Premises, such Lender shall have no further duties or obligations hereunder except for any obligations of Lender accrued prior to such sale or transfer.

(iv) In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Landlord shall provide prompt notice thereof to the Lenders who have complied with the preceding sub-section. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Tenant's interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Landlord shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request and Lender's cure of Obligor's monetary default. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Landlord shall have no rights to terminate such new lease based upon Personal Defaults of Tenant or non-monetary defaults occurring prior to the execution of the new lease provided that the Lender or its assignee is attempting to cure with reasonable diligence such non-monetary default within a reasonable time after the execution of the new lease. Landlord hereby agrees with and for the benefit of the Lenders that the provisions of this subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's written request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of receipt by Landlord of Tenant's or Lender's written request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

LANDLORD:

DUNN FAMILY LIMITED PARTNERSHIP,
a Kentucky limited partnership

By: Donna Cooksey, general partner
Name: Donna Cooksey
Title: General Partner
By: Donna Cooksey Trustee
Name: Donna Cooksey
Title: Trustee

TENANT:

SONG SPARROW SOLAR LLC,
a Kentucky limited liability company

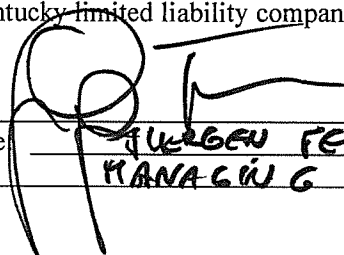
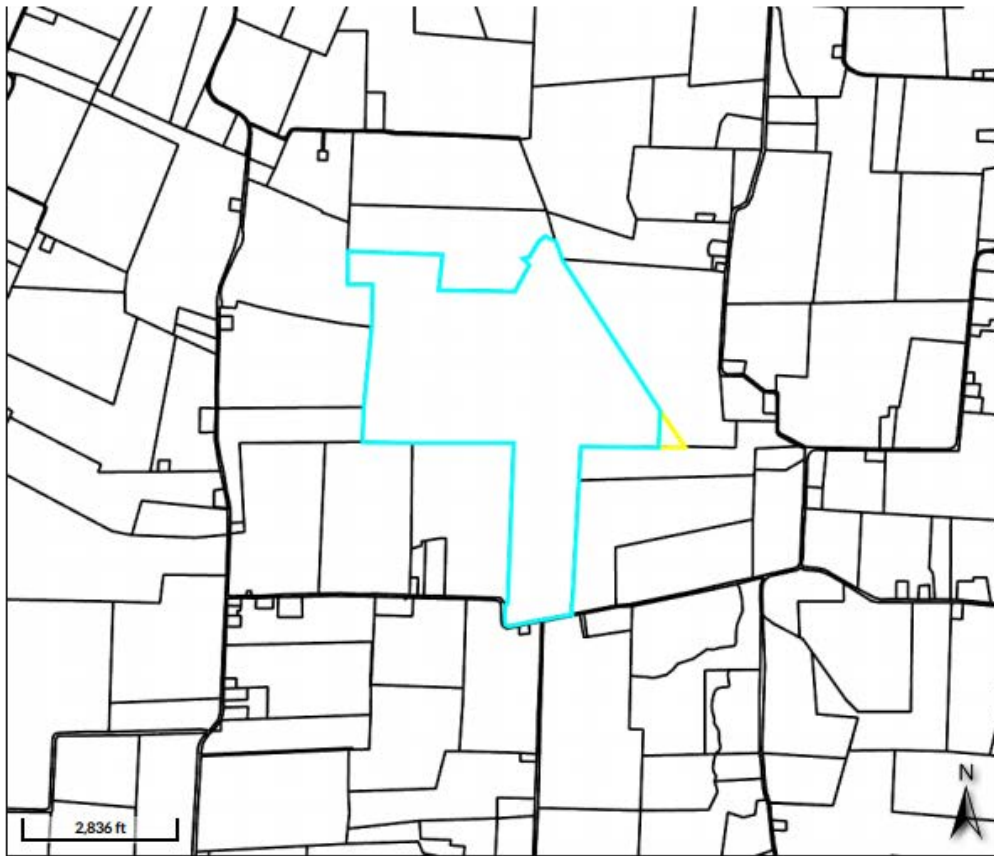
By: 
Name: JURGEN FEHR
Title: MANAGING DIRECTOR

EXHIBIT A.

Land

 **qPublic.net™** Ballard County, KY PVA




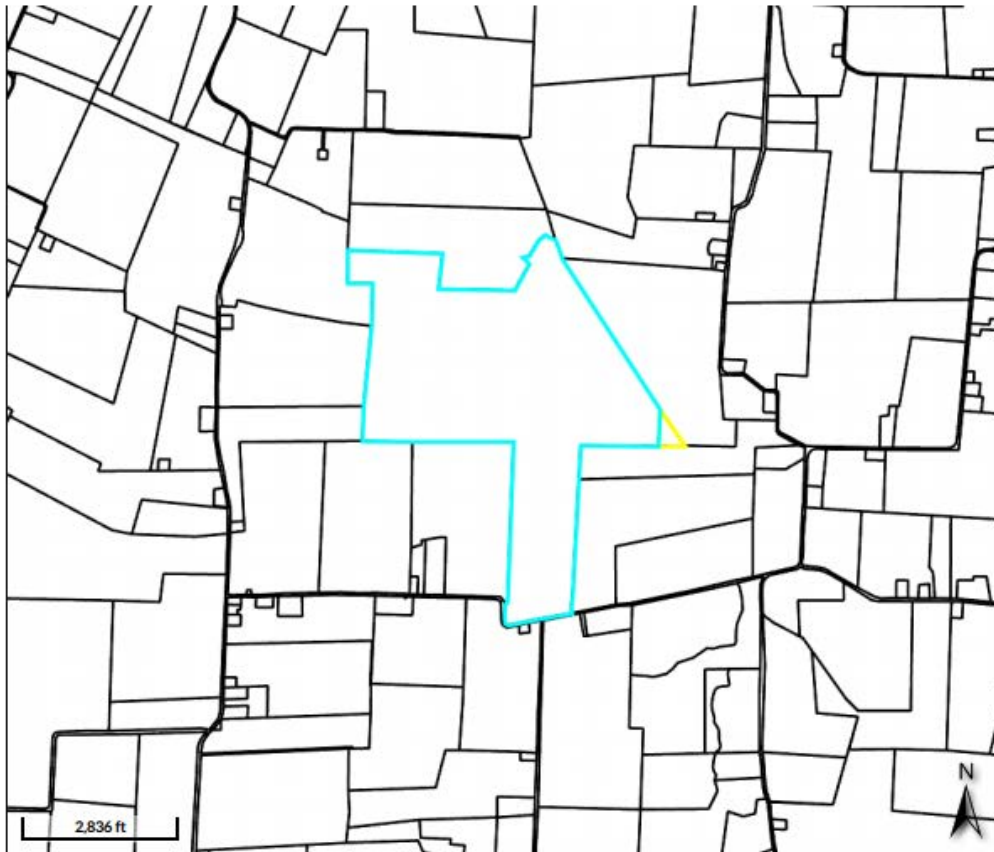
Legend
□ Parcels
— Roads

Parcel ID	58-31	Alternate ID	5740	Owner Address	DUNN FAMILY LIMITED PARTNERSHIP
Sec/Twp/Rng	n/a	Class	FARM		P O BOX 369
Property Address	MOSSTOWN ROAD	Acreage	420.36		ARLINGTON KY 42021
District	01				
Brief Tax Description	3.84 ACRES D21 N44708 2/19/02				

EXHIBIT B

Premises.

 **qPublic.net™** Ballard County, KY PVA



Legend
□ Parcels
— Roads

Parcel ID	58-31	Alternate ID	5740	Owner Address	DUNN FAMILY LIMITED PARTNERSHIP
Sec/Twp/Rng	n/a	Class	FARM		P O BOX 369
Property Address	MOSSTOWN ROAD	Acreage	420.36		ARLINGTON KY 42021
District	01				
Brief Tax Description	3.84 ACRES D21 N44708 2/19/02				

EXHIBIT B.1

Do Not Disturb Area



EXHIBIT C.

Memorandum of Lease

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:
Song Sparrow Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By: _____
Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF _____

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement (“Memorandum”) is entered into this _____ day of _____, 2019, by and between The Dunn Family Limited Partnership, with the interest in said partnership having been assigned to The Dunn Family Trust, and the sub-trust for the benefit of Donna Cooksey receiving income from the property described herein pursuant to the terms of the trust, by and through Donna Cooksey, Trustee (collectively, the “Landlord”), and Song Sparrow Solar LLC, a Kentucky limited liability company (“Tenant”), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated _____, 2019 (the “Lease”). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. of 58-31 containing approximately 408.42 acres located at Mosstown Road, Ballard County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the “**Land**”. The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with “all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon” is referred to in the Lease as the “**Premises**”. The Do Not Disturb Area shown on Exhibit B-1 is excluded from the Premises.
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.

4. Right to Terminate: Tenant has the right to terminate the Lease:
- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
 - ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5. Operations Easements: Landlord may grant and convey to Tenant, for the Term, all or part of the hereinafter described easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), except any portions of the Adjacent Property located in the Do Not Disturb Area (as shown on Exhibit B-1), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "**Easements**") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord. Such Easements shall be described on the Survey (as defined in the Lease) pursuant to the Lease and subject Landlord's approval only with respect to their location, such approval not to be unreasonably withheld, conditioned or delayed. The proposed Easements may include the following:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Subject to the mutual written agreement of the parties, Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the agreed upon Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land that benefit, or are appurtenant to, the Land (the “**Landlord Easements**”) on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord’s use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

LANDLORD:

DUNN FAMILY LIMITED PARTNERSHIP,
a Kentucky limited partnership

By: _____
Name: Donna Cooksey _____
Title: General Partner _____

By: _____
Name: Donna Cooksey _____
Title: Trustee _____

STATE OF KENTUCKY
COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- _____
A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

<u>Name</u>	<u>Capacity</u>

Date: _____
_____, Notary Public
(print name)

(official seal) My commission expires: _____

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

SONG SPARROW SOLAR LLC,
a Kentucky limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: _____

Notary Public

(print name)

(official seal)

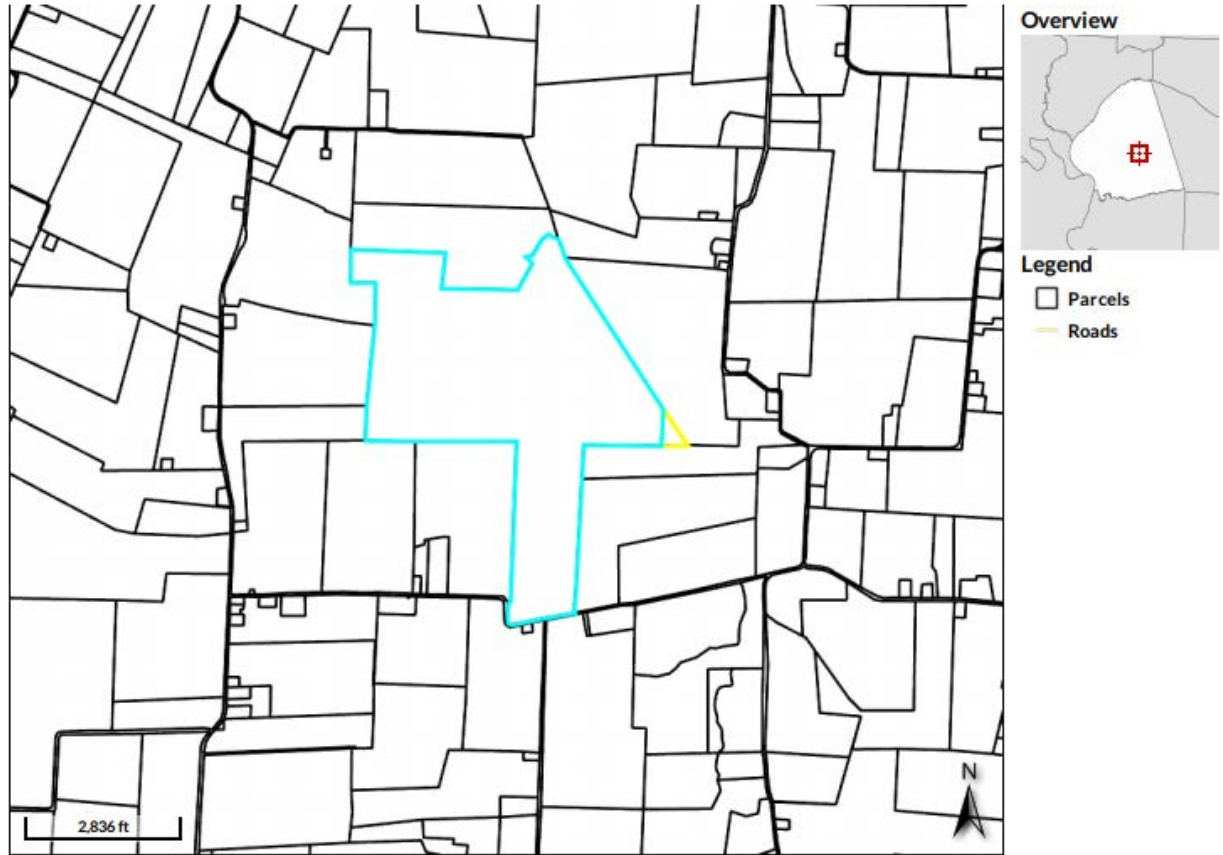
My commission expires: _____

[AFFIX NOTARY SEAL BELOW – NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

EXHIBIT A

Land

 **qPublic.net™** Ballard County, KY PVA




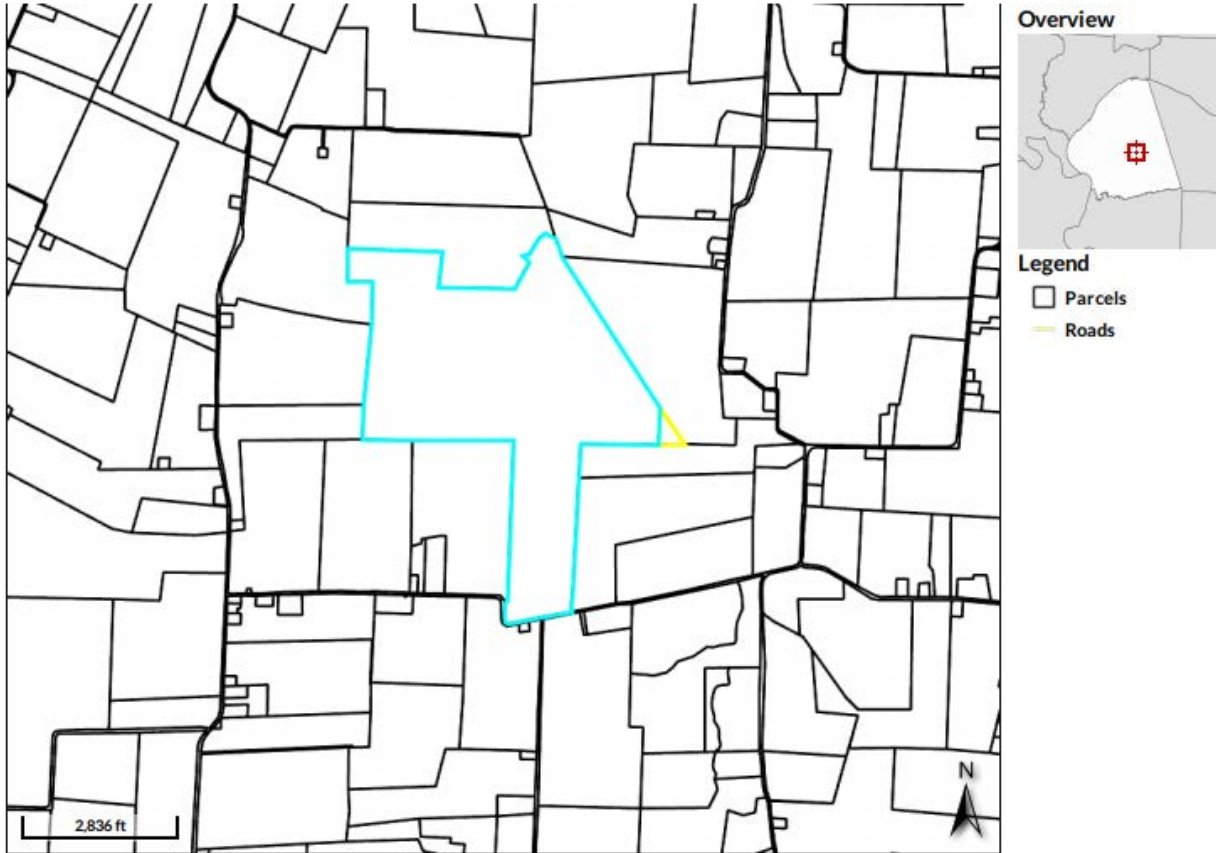
Parcel ID	58-31	Alternate ID	5740	Owner Address	DUNN FAMILY LIMITED PARTNERSHIP
Sec/Twp/Rng	n/a	Class	FARM		P O BOX 369
Property Address	MOSSTOWN ROAD	Acreage	420.36		ARLINGTON KY 42021
District	01				
Brief Tax Description	3.84 ACRES D21 N44708 2/19/02				

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY DEED DATED F _____ OF RECORD IN DEED BOOK _____, PAGE _____, IN THE OFFICE OF THE CLERK OF _____ COUNTY, KENTUCKY.

EXHIBIT B

Premises

 **qPublic.net**™ Ballard County, KY PVA



Overview



Legend

- Parcels
- Roads

Parcel ID	58-31	Alternate ID	5740	Owner Address	DUNN FAMILY LIMITED PARTNERSHIP
Sec/Twp/Rng	n/a	Class	FARM		P O BOX 369
Property Address	MOSSTOWN ROAD	Acreage	420.36		ARLINGTON KY 42021
District	01				
Brief Tax Description	3.84 ACRES D21 N44708 2/19/02				

EXHIBIT B-1

Do Not Disturb Area



EXHIBIT D

Template Decommissioning Plan

1. INTRODUCTION

1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by Song Sparrow Solar LLC, ("**Project**"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

1.2 Objectives

The objective of this Decommissioning Plan, ("**Plan**"), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Song Sparrow Solar LLC will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project's (CUP/SUP) to be returned to their original zone classifications.

2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Song Sparrow Solar LLC will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** Will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

2.4 PV Module Collection and Recycling

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed for the site for resale, scrap value or disposal.

2.5 Electrical Equipment and Inverters

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

2.6 Roads, Parking Area

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

2.7 Other Components

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be

considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

2.8 Site Restoration

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

2.9 Management of Wastes and Excess Materials

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

2.10 Emergency Response and Communications Plans

During decommissioning, Song Sparrow Solar LLC will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The Song Sparrow Solar LLC contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Song Sparrow Solar LLC Representative who will respond to any inquiry. In the event of an emergency, Song Sparrow Solar LLC will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

3. PROJECT DECOMMISSIONING COST ESTIMATE

3.1 Cost Estimate:

Song Sparrow Solar LLC shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");
- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").

Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

3.2 Security:

Song Sparrow Solar LLC will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), ("**Decommissioning Security**"). Decommissioning Security shall be provided by Song Sparrow Solar LLC prior to the Commercial Operation Date and shall be increased every five years based on an assumed 2.5% inflation rate.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or a bank or title company, or (ii) a letter of credit from a financial institution reasonably acceptable to the County and or Landlord which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to County and or Landlord (each a form of "**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Song Sparrow Solar LLC shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Song Sparrow Solar LLC, Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by Song Sparrow Solar LLC.

SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 18 day of June, 2020 (the "Effective Date"), by and between **PATRICK BALDWIN and wife, MELISSA BALDWIN** (collectively, "Landlord") and **SONG SPARROW SOLAR LLC**, a Kentucky limited liability company ("Tenant").

WITNESSETH:

In consideration [REDACTED] to be paid from Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property containing approximately 170.87 acres, located at Davis Road and Williams Lane, Ballard County, KY and in substantially the location set forth on Exhibit B attached hereto and by this reference made a part hereof, less and except and not including the Do Not Disturb Area as defined in Section 6 and depicted on Exhibit B-1 and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the "Premises"), to be occupied and used upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel Nos. of 66-20, 66-12 and 66-12-01 containing approximately 170.87 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the "Land").

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a "Extension Term" and collectively, the "Extension Terms") by providing Landlord with written notice of Tenant's election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than the payment of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and those

obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines. During the performance of such diligence, Tenant shall use commercially reasonable efforts to minimize to the extent reasonably possible any interference with Landlord's ongoing use of the Premises, to the extent permitted under this Lease, and only upon prior notification, either oral or by agreed upon e-mail or text messaging, to Landlord of any intended on site activities, which notice Tenant shall in good faith attempt to provide at least forty-eight (48) hours prior to such entry. Any trenches, borings or other land disturbances incurred during the testing period shall be fully restored and regarded as soon as is reasonably practicable under the circumstances and after such disturbances occur.

Prior to the Rent Commencement Date, Tenant shall (at its expense) obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("Released Premises") so long as Landlord has access to the Released Premises. The portion of the Premises remaining after any partial termination of this Lease shall thereafter be the "Premises" for purposes of this Lease, and all payment amounts based on acreage shall be adjusted to the amount of acreage of the Premises not terminated. In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit B as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises and the delineation of acreage as shown on the Survey shall be binding on the parties hereto.

2. Construction Notice; Construction Rent; Crop Loss Payment.

(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the "Construction Notice"). The Construction Notice shall include the date on which Tenant intends to commence construction ("Construction Start Date"). Tenant shall deliver the Construction Notice at least thirty (30) days prior to the Construction Start Date. For purposes of this Lease, "construction" shall be defined as Tenant taking any of the following actions: i) issuing an unlimited notice to proceed to the general contractor, ii) mobilization of machinery, equipment, or personal property onto the Premises for the purpose of building the improvements, or iii) the installation of permanent improvements upon the Premises.

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the "Construction Period"),

[REDACTED]

The payment of rent for any fractional calendar year during the Term shall be prorated. The Construction Period shall not exceed thirty-six (36) months, at which point the Rent Commencement Date shall occur.

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant's initial construction of its intended solar farm during the Construction Period,

[REDACTED]

3. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent shall equal [REDACTED]. If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

(b) Annual rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that is between the Rent Commencement Date and the next December 31st, the second rent installment being due on or before the date that is thirty (30) days following the first January 1st following the Rent Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1st thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(c) Beginning on the fifth (5th) annual anniversary date of the Rent Commencement Date, and on each subsequent annual anniversary date of the Rent Commencement Date thereafter for the remainder of the Term (including any such anniversary dates occurring during [REDACTED]

(d) As used herein, and subject to the terms of this Section 2(d), the term "Rent Commencement Date" shall be the earlier of (i) December 31, 2023, or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), excluding any test energy or partial start up of the solar farm short of full commercial operation (the "Commercial Operation Date"); provided, however, that the Rent Commencement Date shall automatically be extended during any period of time that Tenant is paying the Construction Rent.

(e) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2023, Tenant may, at its option, delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2024, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, notify Landlord in writing and [REDACTED]

(f) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2024, Tenant may, at its option, further delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2025, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, taking into account prior extensions, notify Landlord in writing and [REDACTED]

(g) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2025, Tenant may, at its option, further delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2026, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, taking into account prior extensions, notify Landlord in writing and [REDACTED]

(h) If any installment of rent is not received by Landlord fifteen (15) days after the later of the date that the same is due hereunder and the date Landlord provides Tenant written notice of the delinquency, [REDACTED]

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; in the event that Tenant requests, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. Do Not Disturb Area. The area shown on Exhibit B.1, (the "Do Not Disturb Area") shall be excluded from the Land.

7. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be

made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

8. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) [REDACTED] which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the Commonwealth of Kentucky and shall name the Landlord as an additional insured.

9. Taxes.

(a) [REDACTED]

(b) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of

the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

10. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

11. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding anything to the contrary contained herein, the amount of award granted to Tenant shall specifically include the value of any improvements or equipment taken or cannot be removed and reasonably reused after the taking or the cost to remove and relocate improvements or equipment on Land that is taken. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

12. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.

13. Default.

14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

15. Possession After Expiration or Termination. If Tenant fails to vacate and surrender the possession of the Premises at the expiration or termination of this Lease (with all removal and restoration requirements contained in Section 14 completed),

[REDACTED]

16. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

17. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the "Landlord Parties") from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the Landlord Parties as a result of, arising out of, or relating to: (a) negligent or willful acts or omissions of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the "Tenant Parties") in connection with Tenant Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Landlord Party, and/or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties' uses of or operations on the Premises.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of, arising out of, or relating to: (a) negligent or willful acts or omissions of any of the Landlord Parties in connection with Landlord Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (b) the condition of the Premises that Landlord has knowledge of, or after reasonable inquiry, should have knowledge of, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (c) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period, and/or (d) any environmental matters and conditions at the Premises, to the extent existing or first occurring before the Effective Date (the "Pre-Existing Environmental Liabilities"). Landlord hereby agrees to and does assume all of the Pre-Existing Environmental Liabilities.

18. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

19. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

20. Notices; Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Patrick and Melissa Baldwin

[REDACTED]

To Tenant: Song Sparrow Solar LLC

[REDACTED]

And to: Kilpatrick Townsend & Stockton LLP

[REDACTED]

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

21. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

22. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

23. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. Landlord and Tenant hereby designate Ballard County, Kentucky to be the proper jurisdiction and venue for any suit or action arising out of this Agreement

24. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's knowledge after due inquiry, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Energy Facilities that existed as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph;

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded; provided that a written or oral lease or agreement to conduct normal, customary farming operations for the period prior to the Construction Start Date does not violate this provision;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

26. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

27. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

28. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property") except any portions of the Adjacent Property located in the Do Not Disturb Area to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way

on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property. To the extent that any easements are granted to Tenant pursuant to this Section 28 on Adjacent Property, Tenant shall compensate Landlord for such easements by paying the Landlord as additional rent under this Lease the amount that would be required to be paid if the unusable area of such easements were part of the Premises.

(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any zoning, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

29. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the State in which the Premises is located.

30. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "**Landlord Access**") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord's adjoining property as currently being used and such access shall only commence after the Commercial Operation Date. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property.

31. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "**Confidential Information**") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease. Tenant shall have all rights and remedies available to it at law and in equity, including, without limitation, injunctive relief or a suit for damages, in the event of Landlord's breach of this Section 31. Tenant shall have the right to disclose any information with respect to Landlord and with respect to the terms of this Lease as required by applicable law or as may be reasonably necessary in connection with any federal, state or local or permitting, approvals or entitlements or offtakers of solar power with respect to the Intended Use, or in any court action or proceeding with respect to this Lease.

32. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

33. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

34. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

35. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

36. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the

rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii) The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this subsection (b) shall be available only to those Lenders which shall have notified Landlord in writing of their name and address, or whose lien is recorded in the official records of the County in which the Premises is located, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Landlord shall become entitled to terminate this Lease due to an uncured default by Obligor, Landlord will not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Lease provides to Obligor for curing such default, to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty (30) day period a Lender notifies Landlord that it must foreclose on Obligor's interest or otherwise take possession of Obligor's interest under this Lease in order to cure the default, Landlord shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Landlord and the sole recourse of the Landlord in seeking enforcement of its obligations under this Lease or any new lease entered into pursuant to clause (iv) below shall be to such Lender's interest in this Lease and the Premises. Upon the sale or other transfer by any Lender of its interest in the Lease or Premises, such Lender shall have no further duties or obligations hereunder.

(iv) In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Landlord shall provide prompt notice thereof to the Lenders. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Tenant's interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Landlord shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Landlord shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Landlord hereby agrees with and for the benefit of the Lenders that the provisions of this subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any

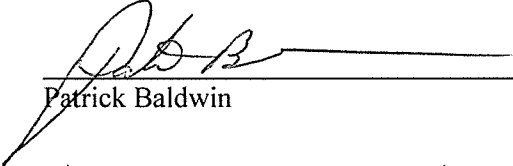
interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

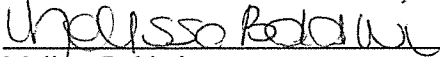
[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

LANDLORD:



Patrick Baldwin



Melissa Baldwin

TENANT:

SONG SPARROW SOLAR LLC, a
Kentucky limited liability company

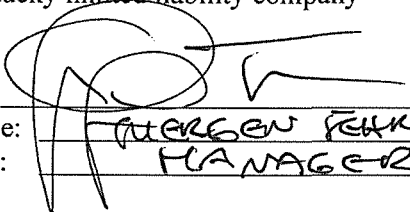
By: 
Name: MARGEN FELL
Title: MANAGER

EXHIBIT A

Land



EXHIBIT B.

Premises



EXHIBIT B-1

Do Not Disturb Area



EXHIBIT C.

Memorandum of Lease

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:

[] Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By: _____
 Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF BALLARD

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement (“Memorandum”) is entered into this _____ day of _____, 2020, by and between **PATRICK BALDWIN and wife, MELISSA BALDWIN** (collectively, the “Landlord”), and **SONG SPARROW SOLAR LLC**, a Kentucky limited liability company (“Tenant”), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated _____, 2020 (the “Lease”). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel Nos. 66-20, 66-12 and 66-12-01 containing approximately 170.87 acres, located at Davis Road and Williams Lane, Ballard County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the “**Land**”. The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with “all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon” is referred to in the Lease as the “**Premises**”.
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:

- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
- ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5. Operations Easements: Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land;(C) Battery Energy Storage System that will

store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon

the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

LANDLORD:

Patrick Baldwin

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Patrick Baldwin	Individually

Date: _____

_____, Notary Public
(print name)

(official seal)

My commission expires: _____

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

LANDLORD:

Melissa Baldwin

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- _____
A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Melissa Baldwin	Individually

Date: _____

_____, Notary Public
(print name)

(official seal)

My commission expires: _____

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

SONG SPARROW SOLAR LLC,
a Kentucky limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:_____.

Date: _____

Notary Public

(print name)

(official seal)

My commission expires:_____

[AFFIX NOTARY SEAL BELOW – NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

EXHIBIT A

Land

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY
DEED DATED _____ OF RECORD IN DEED BOOK
_____, PAGE _____, IN THE OFFICE OF THE CLERK OF
BALLARD COUNTY, KENTUCKY.

EXHIBIT B

Premises



EXHIBIT D

Template Decommissioning Plan

1. INTRODUCTION

1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by Tenant, ("**Project**"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

1.2 Objectives

The objective of this Decommissioning Plan, ("**Plan**"), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Tenant will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project's (CUP/SUP) to be returned to their original zone classifications.

2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Tenant will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

2.4 PV Module Collection and Recycling

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed for the site for resale, scrap value or disposal.

2.5 Electrical Equipment and Inverters

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

2.6 Roads, Parking Area

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

2.7 Other Components

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

2.8 Site Restoration

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

2.9 Management of Wastes and Excess Materials

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

2.10 Emergency Response and Communications Plans

During decommissioning, Tenant will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The Tenant contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Tenant Representative who will respond to any inquiry. In the event of an emergency, Tenant will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

3. PROJECT DECOMMISSIONING COST ESTIMATE

3.1 Cost Estimate:

Tenant shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");
- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").

Thus the Decommissioning Cost Estimate formula is:
Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

3.2 Security:

Tenant will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), ("**Decommissioning Security**"). Decommissioning Security shall be provided by Tenant prior to the Commercial Operation Date and shall be increased every five years based on an assumed 2.5% annual inflation rate.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or a bank or title company, or (ii) a letter of credit from a financial institution reasonably acceptable to the County which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to County (each a form of "**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Tenant shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Tenant, Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by Tenant.

SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 24 day of August, 2020 (the "Effective Date"), by and between MARTHA NELL LAMAR ("Landlord") and SONG SPARROW SOLAR, LLC, a Kentucky limited liability company ("Tenant").

WITNESSETH:

In consideration [REDACTED] to be paid from Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property containing approximately 99.518 acres, located at 923 County Line Road, Boluton Lane, and Boulton Road, Ballard County, KY and in substantially the location set forth on Exhibit B attached hereto and by this reference made a part hereof, less and except and not including the Do Not Disturb Area as defined in Section 6 and depicted on Exhibit B-1 and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the "Premises"), to be occupied and used upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. of 72-14, 72-08-01 and 72-01 containing approximately 99.518 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the "Land").

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a "Extension Term" and collectively, the "Extension Terms") by providing Landlord with written notice of Tenant's election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than the payment of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and those

obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines. During the performance of such diligence, Tenant shall use commercially reasonable efforts to minimize to the extent reasonably possible any interference with Landlord's ongoing use of the Premises, to the extent permitted under this Lease, and only upon prior notification, either oral or by agreed upon e-mail or text messaging, to Landlord of any intended on site activities, which notice Tenant shall in good faith attempt to provide at least forty-eight hours prior to such entry. Any trenches, borings or other land disturbances incurred during the testing period shall be fully restored.

Prior to the Rent Commencement Date, Tenant shall (at its expense) obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises (“Released Premises”) so long as (i) the remaining acres for Tax Parcel is at least 84 acres and (ii) that Landlord has access to the Released Premises (i) the remaining acres is at least 67 acres and (ii) that Landlord has access to the Released Premises. The portion of the Premises remaining after any partial termination of this Lease shall thereafter be the “Premises” for purposes of this Lease, and all payment amounts based on acreage shall be adjusted to the amount of acreage of the Premises not terminated. In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit B as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises and the delineation of acreage as shown on the Survey shall be binding on the parties hereto.

2. Construction Notice; Construction Rent; Crop Loss Payment.

(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the “Construction Notice”), The Construction Notice shall include the date on which Tenant intends to commence construction (“Construction Start Date”). Tenant shall deliver the Construction Notice at least thirty (30) days prior to the Construction Start Date. For purposes of this Lease, “construction” shall be defined as Tenant taking any of the following actions: i) issuing an unlimited notice to proceed to the general contractor, ii) mobilization of machinery, equipment, or personal property onto the Premises for the purpose of building the improvements, or iii) the installation of permanent improvements upon the Premises.

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the “Construction Period”),

[REDACTED]

The payment of rent for any fractional calendar year during the Term shall be prorated. The Construction Period shall not exceed thirty-six (36) months, at which point the Rent Commencement Date shall occur.

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant’s initial construction of its intended solar farm during the Construction Period,

[REDACTED]

3. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent shall equal [REDACTED]

[REDACTED] If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

(b) Annual rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that is between the Rent Commencement Date and the next December 31st, the second rent installment being due on or before the date that is thirty (30) days following the first January 1st following the Rent Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1st thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(c) Beginning on the fifth (5th) annual anniversary date of the Rent Commencement Date, and on each subsequent annual anniversary date of the Rent Commencement Date thereafter for the remainder of the Term (including any such anniversary dates occurring during [REDACTED])

(d) As used herein, and subject to the terms of this Section 2(d), the term "Rent Commencement Date" shall be the earlier of (i) December 31, 2023, or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), excluding any test energy or partial start up of the solar farm short of full commercial operation (the "Commercial Operation Date"); provided, however, that the Rent Commencement Date shall automatically be extended during any period of time that Tenant is paying the Construction Rent.

(e) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2023, Tenant may, at its option, delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2024, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, notify Landlord in writing and [REDACTED]

(f) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2024, Tenant may, at its option, further delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2025, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, taking into account prior extensions, notify Landlord in writing and [REDACTED]

(g) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2025, Tenant may, at its option, further delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2026, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, taking into account prior extensions, notify Landlord in writing and [REDACTED]

(h) If any installment of rent is not received by Landlord fifteen (15) days after the later of the date that the same is due hereunder and the date Landlord provides Tenant written notice of the delinquency, [REDACTED].

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; in the event that Tenant requests, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. Do Not Disturb Area. The area shown on Exhibit B.1, (the "Do Not Disturb Area") shall be excluded from the Land .

7. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be

made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

8. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) [REDACTED] which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the Commonwealth of Kentucky and shall name the Landlord as an additional insured.

9. Taxes.

(a) [REDACTED]

(b) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to

Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

10. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

11. Condemnation.


(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding anything to the contrary contained herein, the amount of award granted to Tenant shall specifically include the value of any improvements or equipment taken or cannot be removed and reasonably reused after the taking or the cost to remove and relocate improvements or equipment on Land that is taken. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

12. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.


13. Default. [REDACTED]

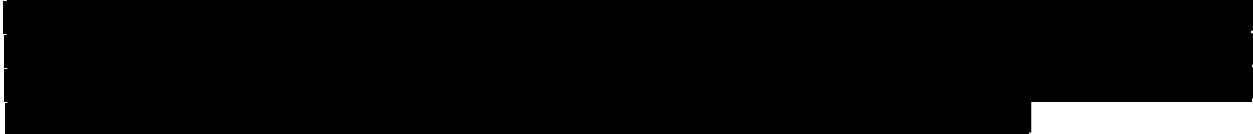


14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

15. Possession After Expiration or Termination. If Tenant fails to vacate and surrender the possession of the Premises at the expiration or termination of this Lease (with all removal and restoration requirements contained in Section 14 completed), 



16. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

17. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the "Landlord Parties") from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the Landlord Parties as a result of, arising out of, or relating to: (a) negligent or willful acts or omissions of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the "Tenant Parties") in connection with Tenant Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Landlord Party, and/or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties' uses of or operations on the Premises.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of, arising out of, or relating to: (a) negligent or willful acts or omissions of any of the Landlord Parties in connection with Landlord Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (b) the condition of the Premises that Landlord has knowledge of, or after reasonable inquiry, should have knowledge of, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (c) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period, and/or (d) any environmental matters and conditions at the Premises, to the extent existing or first occurring before the Effective Date (the "Pre-Existing Environmental Liabilities"). Landlord hereby agrees to and does assume all of the Pre-Existing Environmental Liabilities.

18. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

19. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

20. Notices; Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by

certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Martha Nell Lamar

[REDACTED]

To Tenant: Song Sparrow Solar LLC

[REDACTED]

And to: Kilpatrick Townsend & Stockton LLP

[REDACTED]

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

21. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

22. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

23. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

24. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's knowledge after due inquiry, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Energy Facilities that existed as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph;

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded; provided that a written or oral lease or agreement to conduct normal, customary farming operations for the period prior to the Construction Start Date does not violate this provision;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

26. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

27. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

28. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property"), except any portions of the Adjacent Property located in the Do Not Disturb Area to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the

Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property. To the extent that any easements are granted to Tenant pursuant to this Section 28 on Adjacent Property, Tenant shall compensate Landlord for such easements by paying the Landlord as additional rent under this Lease the amount that would be required to be paid if the unusable area of such easements were part of the Premises.

(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

29. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the Commonwealth in which the Premises is located.

30. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "**Landlord Access**") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord's adjoining property as currently being used and such access shall only commence after the Commercial Operation Date. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property.

31. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "**Confidential Information**") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease. Tenant shall have all rights and remedies available to it at law and in equity, including, without limitation, injunctive relief or a suit for damages, in the event of Landlord's breach of this Section 31. Tenant shall have the right to disclose any information with respect to Landlord and with respect to the terms of this Lease as required by applicable law or as may be reasonably necessary in connection with any federal, state or local or permitting, approvals or entitlements or offtakers of solar power with respect to the Intended Use, or in any court action or proceeding with respect to this Lease.

32. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

33. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

34. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

35. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

36. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or

remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii) The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this subsection (b) shall be available only to those Lenders which shall have notified Landlord in writing of their name and address, or whose lien is recorded in the official records of the County in which the Premises is located, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Landlord shall become entitled to terminate this Lease due to an uncured default by Obligor, Landlord will not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Lease provides to Obligor for curing such default, to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty (30) day period a Lender notifies Landlord that it must foreclose on Obligor's interest or otherwise take possession of Obligor's interest under this Lease in order to cure the default, Landlord shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Landlord and the sole recourse of the Landlord in seeking enforcement of its obligations under this Lease or any new lease entered into pursuant to clause (iv) below shall be to such Lender's interest in this Lease and the Premises. Upon the sale or other transfer by any Lender of its interest in the Lease or Premises, such Lender shall have no further duties or obligations hereunder.

(iv) In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Landlord shall provide prompt notice thereof to the Lenders. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Tenant's interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Landlord shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Landlord shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Landlord hereby agrees with and for the benefit of the Lenders that the provisions of this subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest

therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

LANDLORD:

Martha Nell Lamar
Martha Nell Lamar

TENANT:

SONG SPARROW SOLAR LLC
a Kentucky limited liability company

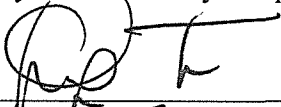
By: 
Name: Jordan Fehr
Title: Manager

EXHIBIT A

Land



EXHIBIT A (continued)

Land



EXHIBIT B

Premises



EXHIBIT B (continued)

Premises



EXHIBIT B-1

Do Not Disturb Area

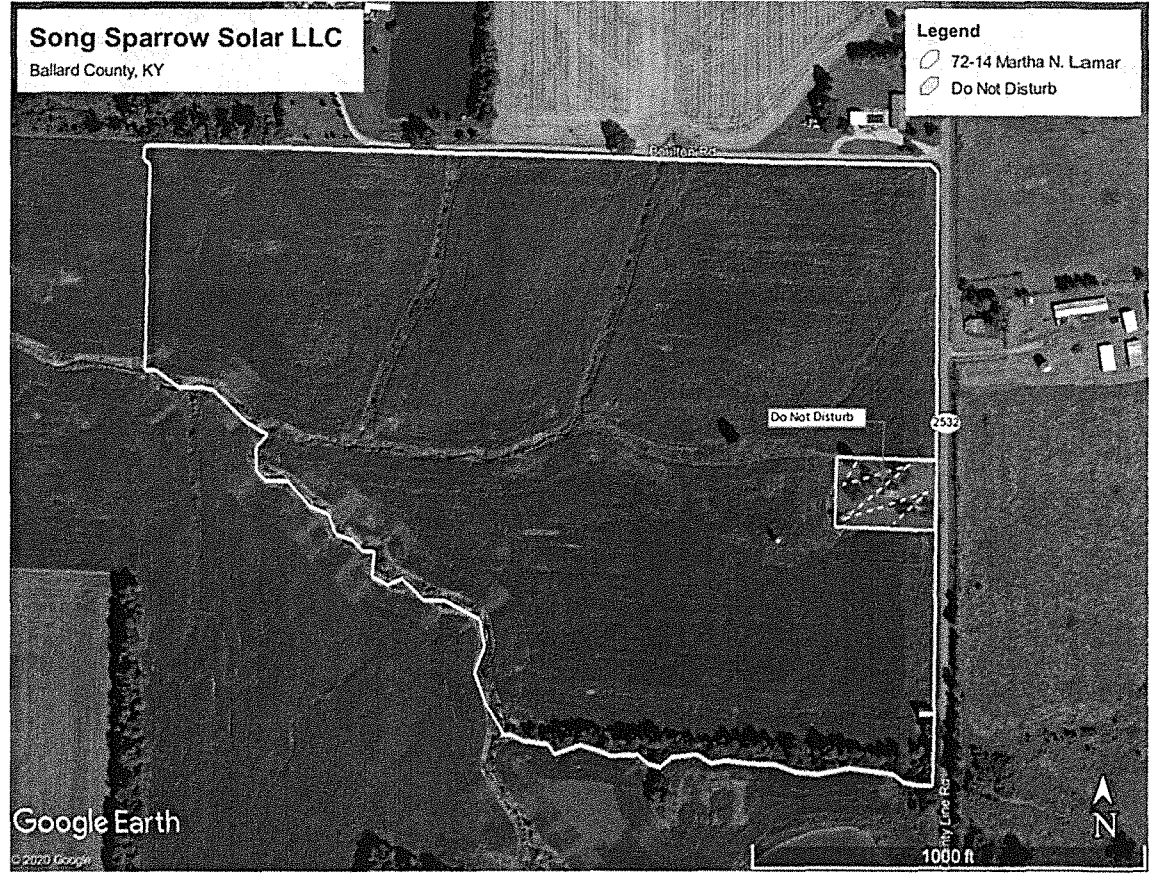


EXHIBIT C.

Memorandum of Lease

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:
Song Sparrow Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By: _____
Juergen Fehr, Manager

COMMONWEALTH OF KENTUCKY

COUNTY OF BALLARD

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this _____ day of _____, 2019, by and between **MARTHA NELL LAMAR** (collectively, the "Landlord"), and **SONG SPARROW SOLAR, LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated _____, 20__ (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 72-14, 72-08-01 and 72-01 containing approximately 99.518 acres, located at 923 County Line Road, Boulton Lane and Boulton Road, Ballard County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:

- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
- ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5. Operations Easements: Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures,

appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that

Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

EXHIBIT A

Land

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY
DEED DATED F _____ OF RECORD IN DEED BOOK
_____, PAGE _____, IN THE OFFICE OF THE CLERK OF
_____ COUNTY, KENTUCKY.

EXHIBIT B

Premises



EXHIBIT B (continued)

Premises



EXHIBIT B-1

Do Not Disturb Area



EXHIBIT D

Template Decommissioning Plan

1. INTRODUCTION

1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by Tenant, ("**Project**"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

1.2 Objectives

The objective of this Decommissioning Plan, ("**Plan**"), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Tenant will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project's (CUP/SUP) to be returned to their original zone classifications.

2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Tenant will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

2.4 PV Module Collection and Recycling

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed from the site for resale, scrap value or disposal.

2.5 Electrical Equipment and Inverters

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

2.6 Roads, Parking Area

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

2.7 Other Components

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

2.8 Site Restoration

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

2.9 Management of Wastes and Excess Materials

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

2.10 Emergency Response and Communications Plans

During decommissioning, Tenant will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The Tenant contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Tenant Representative who will respond to any inquiry. In the event of an emergency, Tenant will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

3. PROJECT DECOMMISSIONING COST ESTIMATE

3.1 Cost Estimate:

Tenant shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");
- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").

Thus the Decommissioning Cost Estimate formula is:
Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

3.2 Security:

Tenant will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), ("**Decommissioning Security**"). Decommissioning Security shall be provided by Tenant prior to the Commercial Operation Date and shall be increased every five years based on an assumed 2.5% annual inflation rate.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or a bank or title company, or (ii) a letter of credit from a financial institution reasonably acceptable to the County which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to County (each a form of "**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Tenant shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Tenant, Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by Tenant.

SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 13 day of May, 2022 (the "Effective Date"), by and between J AND B FARMS, LLC, a Kentucky limited liability company, and R & S DAVIS FARMS, LLC, a Kentucky limited liability company (collectively, "Landlord") and SONG SPARROW SOLAR LLC, a Kentucky limited liability company ("Tenant").

WITNESSETH:

In consideration of

[REDACTED] to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property containing approximately 431.682 acres, located at Bondurant Road and Gage Road, Ballard County, Kentucky and in substantially the location set forth on Exhibit B attached hereto and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the "Premises"), to be occupied and used upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel Nos. of 66-28, 66-32, 72-08, 67-13-03, 66-30-01, 67-13, 66-29-03, and 72-08-02 containing approximately 431.682 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the "Land").

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a "Extension Term" and collectively, the "Extension Terms") by providing Landlord with written notice of Tenant's election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than the payment

R.D.

JP

of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and those obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines. Tenant agrees to reasonably provide to Landlord, copies of all due diligence tests and reports it performs relating to the Premises, upon written request. During the performance of such diligence, Tenant shall use commercially reasonable efforts to minimize to the extent reasonably possible any interference with Landlord's ongoing use of the Premises, to the extent permitted under this Lease, and only upon prior notification, either oral or by agreed upon e-mail or text messaging, to Landlord of any intended on site activities, which notice Tenant shall in good faith attempt to provide at least forty-eight (48) hours prior to such entry. Any trenches, borings or other land disturbances incurred during the testing period shall be fully restored and regraded as soon as is reasonably practicable under the circumstances after such disturbances occur.

During Tenant's due diligence period, Landlord shall have the right to cut, remove and sell timber or trees located upon the Land and retain all sale proceeds. Prior to undertaking such action, Landlord



shall notify Tenant so that the parties can coordinate efforts so as to not disrupt any of Tenant's due diligence or permitting activities.

Prior to the Construction Notice, Tenant shall (at its expense) obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. Tenant shall deliver a copy of the Survey to Landlord within thirty (30) days of its completion. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

As part of its inspections and performance of the Survey, [REDACTED]

As used herein, "Primary Land" shall mean portions of the Premises that are currently and/or was previously used for row crop production or livestock grazing, that is void of timber stands (either currently in place or recently harvested) wetlands and flood zone, and furthermore is substantially void of trees and/or stumps and "Secondary Land" shall mean all portions of the Premises that are not Primary Land.

2. Construction Notice; Construction Rent; Crop Loss Payment.

(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the "Construction Notice"), The Construction Notice shall include the date on which Tenant intends to commence construction ("Construction Start Date"). Tenant shall deliver the Construction Notice at least thirty (30) days prior to the Construction Start Date.

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the "Construction Period"), [REDACTED]

The payment of rent for any fractional calendar year during the Term shall be prorated. The Construction Period shall not exceed twenty-four (24) months, at which point the Rent Commencement Date shall occur.

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant's initial construction of its intended solar farm during the Construction Period, [REDACTED]

[REDACTED]

R.D. JD

3. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent [REDACTED]

[REDACTED]

If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

(b) Annual rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that is between the Rent Commencement Date and the next December 31st, the second rent installment being due on or before the date that is thirty (30) days following the first January 1st following the Rent Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1st thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(c) Beginning on the second (2nd) annual anniversary date of the Rent Commencement Date, and on each subsequent annual anniversary date of the Rent Commencement Date thereafter for the remainder of the Term (including any such anniversary dates occurring during any [REDACTED])

(d) As used herein, and subject to the terms of this Section 3(d), the term "**Rent Commencement Date**" shall be the earlier of (i) December 31, 2023, or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), excluding any test energy or partial start up of the solar farm short of full commercial operation (the "**Commercial Operation Date**"); provided, however, that the Rent Commencement Date may be extended, subject to Subsections 3(e), (f) and (g) hereafter, during any period of time that Tenant is paying the Construction Rent, but in no event later than December 31, 2026.

(e) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2023, Tenant may, at its option, delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2024, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, notify Landlord in writing and [REDACTED]

[REDACTED]

(f) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2024, Tenant may, at its option, further delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2025, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement

R.D. JD

Date, taking into account prior extensions, notify Landlord in writing and [REDACTED]

(g) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2025, Tenant may, at its option, further delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2026, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, taking into account prior extensions, notify Landlord in writing and [REDACTED]

(h) If any installment of rent is not received by Landlord fifteen (15) days after the later of the date that the same is due hereunder and the date Landlord provides Tenant written notice of the delinquency, [REDACTED]

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; in the event that Tenant requests, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees. Proceeds from the harvesting of timber after removal costs shall be paid to the Landlord. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Notwithstanding the foregoing, Tenant agrees and warrants to Landlord that it will not remove any topsoil from the Land prior to the Construction Start Date and when the Decommissioning Security required by the Decommissioning Plan has been put in place. Regardless, it is not the intention of Tenant to remove any of the topsoil and Tenant agrees to use commercially reasonable efforts to retain and conserve any topsoil on the Land. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the

Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. INTENTIONALLY DELETED.

7. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

8. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.


(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) [REDACTED] [REDACTED] which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance required hereunder then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the Commonwealth of Kentucky and shall name the Landlord as an additional insured.

9. Taxes. [REDACTED]
[REDACTED]
[REDACTED]

R.D. JB



10. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

11. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "**Total Taking**"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "**Partial Taking**"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding anything to the contrary contained herein, the amount of award granted to Tenant shall specifically include the value of any improvements or equipment taken or cannot be removed and reasonably reused after the taking or the cost to remove and relocate improvements or equipment on Land that is taken. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

12. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises and all easements created herein.

13. Default. [REDACTED]

14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord. Tenant agrees that no grading of the Land shall occur during the Restoration Period without the Landlord's prior written consent.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months (the "**Restoration Period**") and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. During the Restoration Period, Tenant shall pay Landlord, in full and one year in advance, rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan. To the extent that applicable authorities do not require the Decommissioning Security or other security deposit to be applied, escrowed

R.D. JD

or posted with respect to the restoration of the Premises, the Decommissioning Security shall be posted prior to the Construction Start Date and the procedure for posting and drawing the Decommissioning Security shall be subject to the approval of Landlord, not to be unreasonably withheld, conditioned or delayed.

15. Possession After Expiration or Termination. If Tenant fails to vacate and surrender the possession of the Premises at the expiration of the Restoration Period (with all removal and restoration requirements contained in Section 14 completed), [REDACTED]

16. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

17. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the "**Landlord Parties**") from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "**Claims**") suffered or incurred by any of the Landlord Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the "**Tenant Parties**") in connection with Tenant Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Landlord Party, and/or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties' uses of or operations on the Premises, except as otherwise provided herein.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of any of the Landlord Parties in connection with Landlord Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (b) the condition of the Premises that Landlord has actual knowledge of, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (c) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period, and/or (d) any environmental matters and conditions at the Premises, to the extent existing or first occurring before the Effective Date and disclosed by Tenant's environmental audit of the Premises as provided in this Section 17(b) (the "**Pre-Existing Environmental Liabilities**"). The Tenant may at its discretion have an environmental audit of the Premises performed prior to the Construction Start Date and

R.A. JD

shall provide Landlord with a copy of such audit within thirty (30) days of Tenant's receipt of such audit report. Landlord hereby agrees to and does assume all of the Pre-Existing Environmental Liabilities.

18. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

19. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

20. Notices; Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: J and B Farms, LLC
[Redacted]
R & S Davis Farms, LLC
[Redacted]

And to: McMurry & Livingston, PLLC
[Redacted]

To Tenant: Song Sparrow Solar LLC
[Redacted]

And to: Song Sparrow Solar LLC
[Redacted]

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

21. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall

R.D. JD

execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

22. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

23. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Kentucky.

24. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's knowledge, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall

Handwritten initials: "D.D." and "JD"

use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Energy Facilities that existed as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph. This warranty does not apply to any improvements existing as of the Effective Date;

(g) to Landlord's knowledge, the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants with the exception of a cemetery located on Tax Parcel No. 72-08 and disclosed by Landlord to Tenant;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease and utility easements, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

26. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

27. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits

(including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

28. Easements.

(a) Operations Easements. Landlord may grant and convey to Tenant, for the Term, all or part of the hereinafter described easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent and contiguous to the Land (the "**Adjacent Property**"), , to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "**Easements**") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord. Such Easements shall be described on the Survey pursuant to Section 1 and subject Landlord's approval, such approval not to be unreasonably withheld, conditioned or delayed. All easements granted herein shall terminate upon termination of this Lease. The Landlord and Tenant shall follow the Survey approval process provided in Section 1. The proposed Easements may include the following:

- (i) An exclusive easement for electrical interconnection purposes;
- (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;
- (iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;
- (iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and
- (v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Subject to the mutual written agreement of the parties, Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the agreed

R.P.

JD

upon Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property. To the extent that easements are granted to Tenant pursuant to this Section 28, Tenant shall compensate Landlord for such easements by paying the Landlord as additional rent under this Lease the amount that would be required to be paid if the unusable area of such easements were part of the Premises.

(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land that benefit, or are appurtenant to, the Land (the "**Landlord Easements**") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

29. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the State in which the Premises is located.

30. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "**Landlord Access**") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord's adjoining property as currently being used and such access shall only commence after the Commercial Operation Date. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use

Handwritten initials and a signature in blue ink, located at the bottom right of the page. The initials appear to be 'R.D.' and the signature is a stylized 'JD'.

the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access, unless the damage is caused by Tenant's use of Landlord Access, in which case, Tenant shall be solely responsible, at Tenant's sole cost and expense, for such repair. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property.

31. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "**Confidential Information**") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease. Tenant shall have all rights and remedies available to it at law and in equity, including, without limitation, injunctive relief or a suit for damages, in the event of Landlord's breach of this Section 31.

32. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

33. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

34. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

R.A. JD

35. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. The certificate shall be prepared by Tenant and delivered to Landlord at the time Tenant's written request is made. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

36. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "**Obligor**") may at any time mortgage, pledge, or encumber to any entity (herein, a "**Lender**") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender". Tenant or other Obligor shall provide to Landlord the name and address of any such Lender along with a description of the encumbrance.

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Subject to Section 36 (b) (iii) hereafter, Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without giving Lender notice and an opportunity to cure.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii) The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this subsection (b) shall be available only to those Lenders which shall have notified Landlord in writing of their name and address. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders who have complied with this sub-section. If Landlord shall become entitled to terminate this Lease due to an uncured default by Obligor, Landlord will not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to each Lender who has complied with this sub-section and has given each Lender at least thirty (30) days after the expiration of the cure period which this Lease provides to Obligor for curing such default, to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty (30) day period a Lender notifies Landlord that it must foreclose on Obligor's interest or otherwise take possession of Obligor's interest under this Lease in order to cure the default, Landlord shall not terminate this Lease and

R.D. *JD*

shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor's interest under this Lease, upon the condition that Lender agrees to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor, including the payment of all amounts due Landlord from Obligor when due during such forbearance period; provided however Lender shall have no obligation to cure non-monetary defaults that are not reasonably susceptible of cure by a Lender, such as (to the extent, if any, that any of the following may actually constitute a default under this Lease) a bankruptcy proceeding affecting Tenant; a prohibited transfer; failure to deliver financial information within Tenant's control; and any other nonmonetary default that by its nature relates only to, or can reasonably be performed only by, Tenant or its affiliates (collectively, "Personal Default"). In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Landlord except as provided herein. Upon the sale or other transfer by any Lender of its interest in the Lease or Premises, such Lender shall have no further duties or obligations hereunder except for any obligations of Lender accrued prior to such sale or transfer.

(iv) In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Landlord shall provide prompt notice thereof to the Lenders who have complied with the preceding sub-section. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Tenant's interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Landlord shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request and Lender's cure of Obligor's monetary default. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Landlord shall have no rights to terminate such new lease based upon Personal Defaults of Tenant or non-monetary defaults occurring prior to the execution of the new lease provided that the Lender or its assignee is attempting to cure with reasonable diligence such non-monetary default within a reasonable time after the execution of the new lease. Landlord hereby agrees with and for the benefit of the Lenders that the provisions of this subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease. Nothing contained herein is intended to release or waive any claim(s) or cause(s) of action that Landlord may have against Tenant that has not been cured by Lender.

(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's written request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request,

R.D. JD

and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of receipt by Landlord of Tenant's or Lender's written request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]


JP

R.D.


IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

LANDLORD:

J AND B FARMS, LLC, a Kentucky limited liability company

By: 
Name: Jeff Davis
Title: WS


R & S DAVIS FARMS, LLC, a Kentucky limited liability company

By: 
Name: Roger Davis
Title: manager

R.D.
JD

TENANT:

SONG SPARROW SOLAR LLC, a Kentucky limited liability company

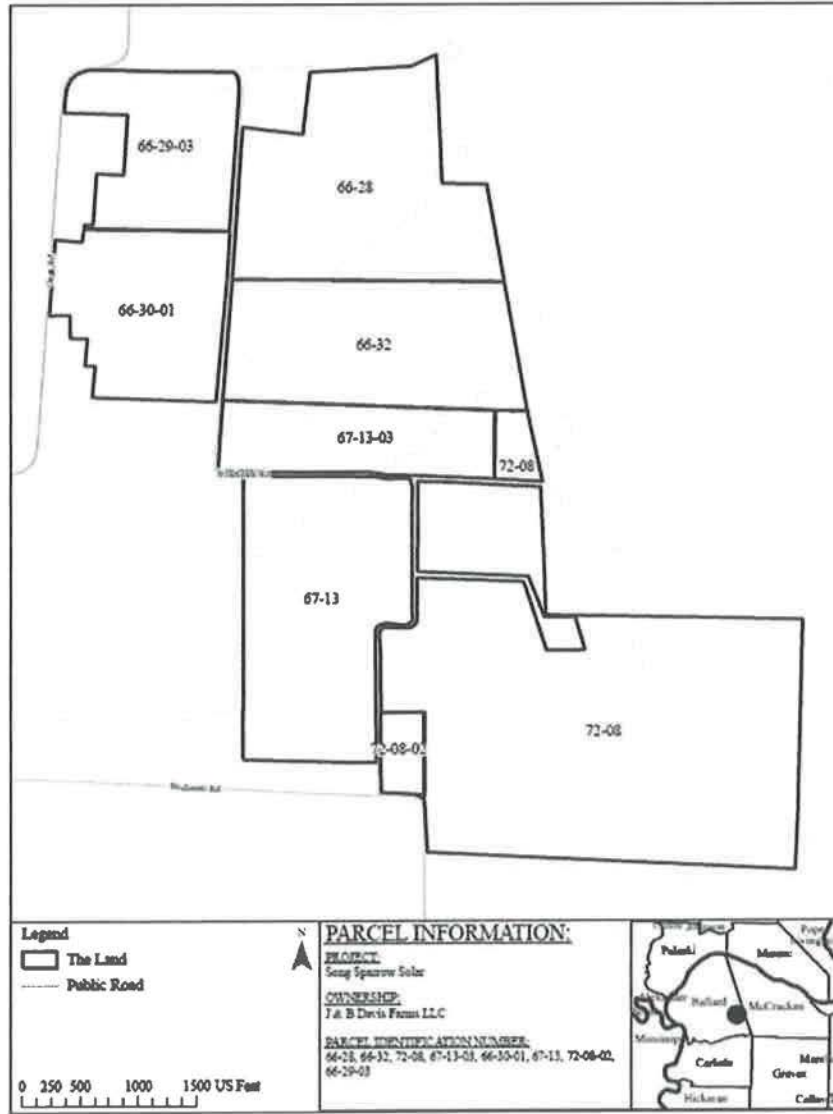
By: 
Name: Craig Cornelius
Title: President

R.D.

JT

EXHIBIT A

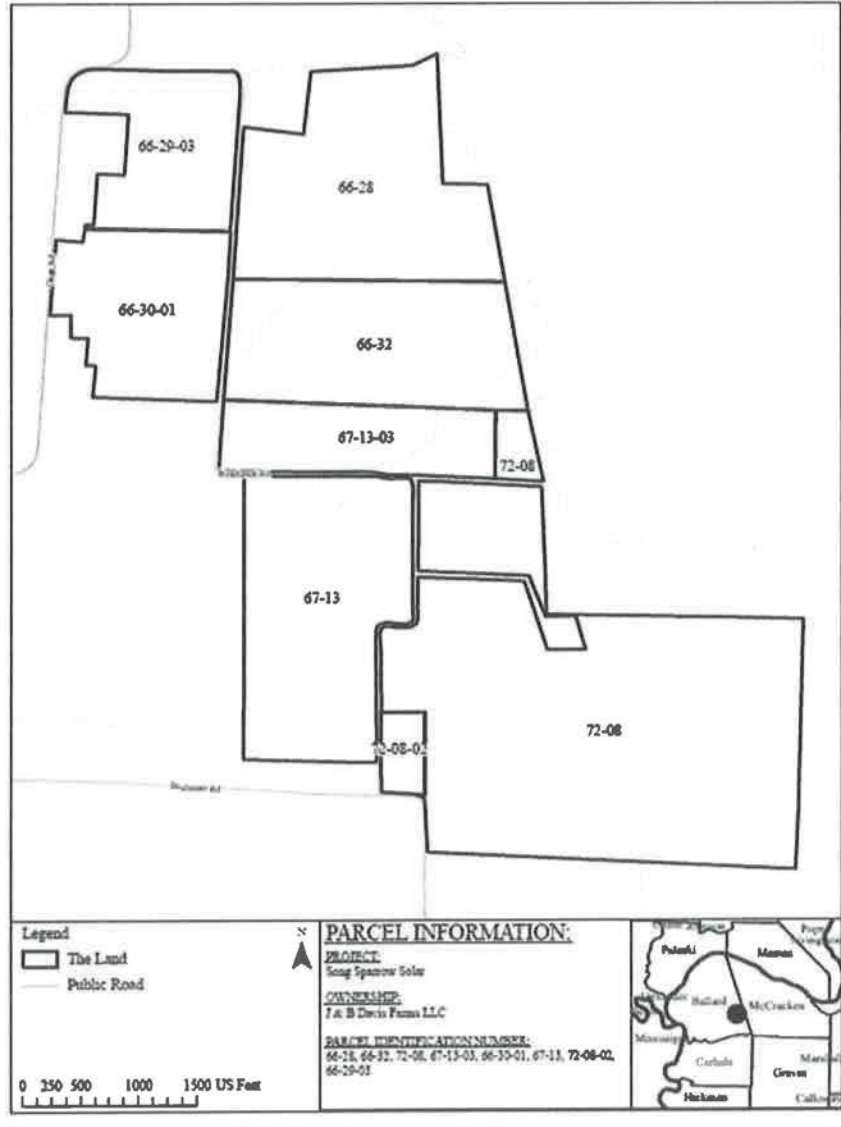
Land



R.D. 21

EXHIBIT B

Premises



R.D ID

EXHIBIT C

Memorandum of Lease

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:
Song Sparrow Solar LLC
5780 Fleet Street, Suite 130
Carlsbad, CA 92008

By: _____
Nick Benjamin

STATE OF KENTUCKY

COUNTY OF BALLARD

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this _____ day of _____, 2022, by and between **J AND B FARMS, LLC**, a Kentucky limited liability company, and **R & S DAVIS FARMS, LLC**, a Kentucky limited company (collectively, the "Landlord"), and **SONG SPARROW SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated _____, 2022 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel Nos. of 66-28, 66-32, 72-08, 67-13-03, 66-30-01, 67-13, 66-29-03, and 72-08-02 containing approximately 431.682 acres, located at Bondurant Road and Gage Road, Ballard County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.

R.D. JD

4. Right to Terminate:

Tenant has the right to terminate the Lease:

- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
- ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5.

Operations Easements: Landlord may grant and convey to Tenant, for the Term, all or part of the hereinafter described easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "**Easements**") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord. Such Easements shall be described on the Survey (as defined in the Lease) pursuant to the Lease and subject Landlord's approval only with respect to their location, such approval not to be unreasonably withheld, conditioned or delayed. The proposed Easements may include the following:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property

J.D. R.D.

multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Subject to the mutual written agreement of the parties, Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the agreed upon Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land that benefit, or are appurtenant to, the Land (the "**Landlord Easements**") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises as are reasonably necessary for rights of

way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any rezonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

J.D.

R.D.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

LANDLORD:

J AND B FARMS, LLC,
a Kentucky limited liability company

By: [Signature]
Name: JEFF DAVIS
Title: mgr

STATE OF KENTUCKY
COUNTY OF McCracken

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a drivers license
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
<u>JEFF DAVIS</u>	<u>manager</u>

Date: March 30, 2022
Belinda K. Grubbs Notary Public
(print name)

(official seal) My commission expires: 5-17-2025

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE FULLY LEGIBLE]

KY NP 70139

R.D. JP

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

LANDLORD:

R & S DAVIS FARMS, LLC,
a Kentucky limited liability company

By: Roger Davis
Name: Roger Davis
Title: manager

STATE OF KENTUCKY
COUNTY OF McCracken

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Drivers License
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
<u>Roger Davis</u>	<u>Manager</u>

Date: March 30, 2022
Belinda K. Grubbs
Belinda K. Grubbs Notary Public
(print name)

(official seal)

My commission expires: 5-17-2025
KYNP 28139

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE FULLY LEGIBLE]

RP LD

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

SONG SPARROW SOLAR LLC,
a Kentucky limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

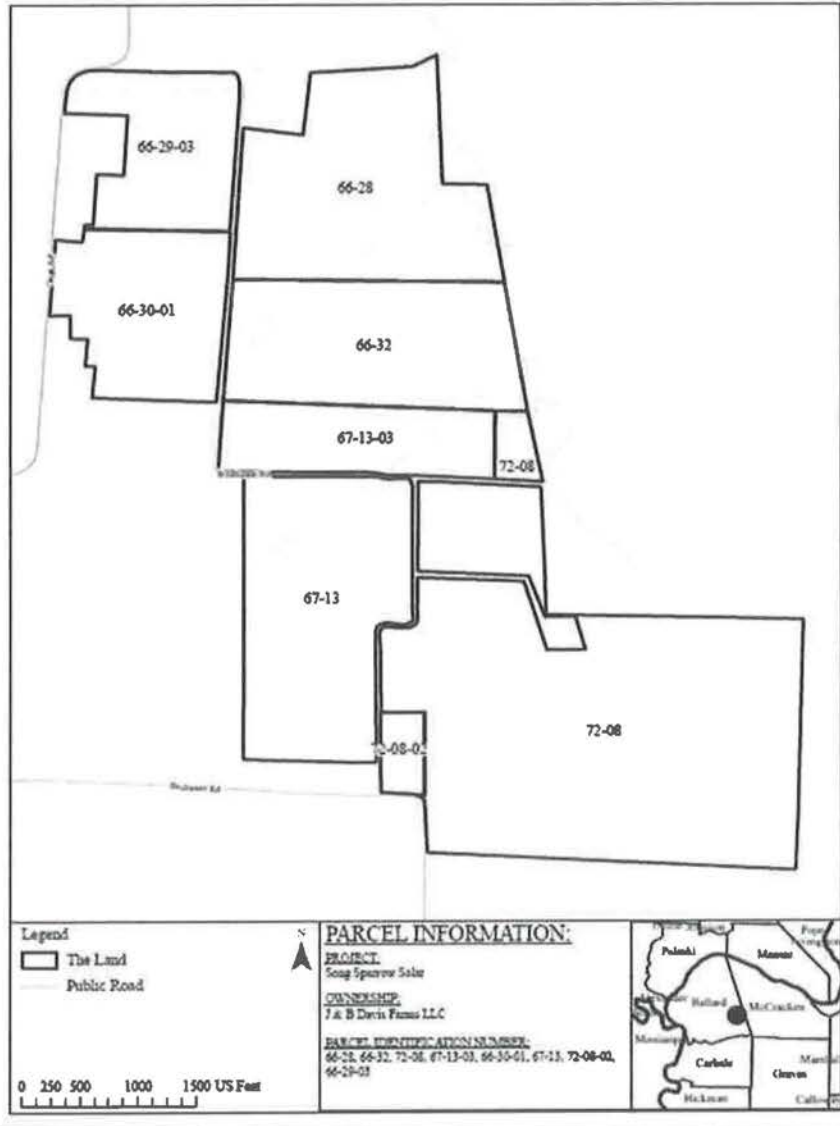
WITNESS my hand and official seal.

Signature _____ (Seal)

R.D. JD

EXHIBIT B

Premises



R.D. JP

EXHIBIT D

Template Decommissioning Plan

1. INTRODUCTION

1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by Song Sparrow Solar LLC, ("**Project**"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

1.2 Objectives

The objective of this Decommissioning Plan ("**Plan**"), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Song Sparrow Solar LLC will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project's (CUP/SUP) to be returned to their original zone classifications.

2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Song Sparrow Solar LLC will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

R.D. JD

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** Will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

2.4 PV Module Collection and Recycling

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed from the site for resale, scrap value or disposal.

2.5 Electrical Equipment and Inverters

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

2.6 Roads, Parking Area

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

2.7 Other Components

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence

R.D. JD

will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

2.8 Site Restoration

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

2.9 Management of Wastes and Excess Materials

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

2.10 Emergency Response and Communications Plans

During decommissioning, Song Sparrow Solar LLC will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The Song Sparrow Solar LLC contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Song Sparrow Solar LLC Representative who will respond to any inquiry. In the event of an emergency, Song Sparrow Solar LLC will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

3. PROJECT DECOMMISSIONING COST ESTIMATE

3.1 Cost Estimate:

Song Sparrow Solar LLC shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");
- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").

Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

R.D. JD

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

3.2 Security:

Song Sparrow Solar LLC will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), ("**Decommissioning Security**"). Decommissioning Security shall be provided by Song Sparrow Solar LLC prior to the Commercial Operation Date and shall be increased every five years based on an assumed 2.5% inflation rate.

The Decommissioning Security shall be (i) cash or (ii) a bond to be held in an irrevocable escrow by the County Treasurer or a bank or title company ("**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Song Sparrow Solar LLC shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Song Sparrow Solar LLC, Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by Song Sparrow Solar LLC.

R.D.

JD

SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this “**Lease**”) is made and entered into as of the 4th day of August, 2022 (the “**Effective Date**”), by and between **JOE FRANK RUSSELL, TRUSTEE OF THE RUSSELL FAMILY PROTECTION TRUST**, (“**Landlord**”) and **SONG SPARROW SOLAR LLC**, a Kentucky limited liability company (“**Tenant**”).

WITNESSETH:

In consideration [REDACTED] to be paid from Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property containing approximately 179 acres, located at 2659 Gage Road, Ballard County, KY and in substantially the location set forth on Exhibit B attached hereto and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the “**Premises**”), to be occupied and used upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. of 67-05 containing approximately 179 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the “**Land**”).

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the “**Term**”) shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the “**Expiration Date**”), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a “**Extension Term**” and collectively, the “**Extension Terms**”) by providing Landlord with written notice of Tenant’s election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than the payment of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and those obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "**Contingencies**"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22, and

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines. During the performance of such diligence, Tenant shall use commercially reasonable efforts to minimize to the extent reasonably possible any interference with Landlord's ongoing use of the Premises, to the extent permitted under this Lease, and only upon prior notification, either oral or by agreed upon e-mail or text messaging, to Landlord of any intended on site activities, which notice Tenant shall in good faith attempt to provide at least forty-eight (48) hours prior to such entry. Any trenches, borings or other land disturbances incurred during the testing period shall be fully restored and regarded as soon as is reasonably practicable under the circumstances and after such disturbances occur.

Prior to the Rent Commencement Date, Tenant shall (at its sole expense) obtain a survey of the Land (the "**Survey**") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B. As part of the survey, Tenant will ensure physical monuments are installed at the corners of the Land as reasonably necessary to ascertain the metes and bounds of the Land.

(e) As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason. The portion of the Premises remaining

after any partial termination of this Lease shall thereafter be the “Premises” for purposes of this Lease; provided, however, the foregoing right to reduce the Land that is subject to this Lease is limited by and subject to the following conditions:

(i) Tenant may terminate pursuant to the foregoing a portion of the Premises (“**Released Premises**”) so long as Landlord has access to the Released Premises. “Access” to the Release Premises means that Landlord can enter onto the Release Premises without having to enter onto or traverse across any portion of the Premises retained by Tenant. Moreover, “access” additionally means being able to sufficiently and reasonably access the Release Premises with farming implements, heavy machinery, vehicles, and other equipment.

(ii)

[REDACTED]

(iii)

[REDACTED]

2. Construction Notice; Construction Rent; Crop Loss Payment.

(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the “**Construction Notice**”). The Construction Notice shall include the date on which Tenant intends to commence construction (“**Construction Start Date**”). Tenant shall deliver the Construction Notice at least thirty (30) days prior to the Construction Start Date. For purposes of this Lease, “construction” shall be defined as Tenant taking any of the following actions: i) issuing an unlimited notice to proceed to the general contractor, ii) mobilization of machinery, equipment, or personal property onto the Premises for the purpose of building the improvements, or iii) the installation of permanent improvements upon the Premises.

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the “**Construction Period**”),

[REDACTED]

. The payment of rent for any fractional calendar year during the Term shall be prorated. The Construction Period shall not exceed thirty-six (36) months, at which point the Rent Commencement Date shall occur.

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant's initial construction of its intended solar farm during the Construction Period, [REDACTED]

3. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent shall equal [REDACTED]

[REDACTED] If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

(b) Annual rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that is between the Rent Commencement Date and the next December 31st, the second rent installment being due on or before the date that is thirty (30) days following the first January 1st following the Rent Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1st thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(c) Beginning on the fifth (5th) annual anniversary date of the Rent Commencement Date, and on each subsequent annual anniversary date of the Rent Commencement Date thereafter for the remainder of the Term (including any such anniversary dates occurring during any exercised Extension Term). [REDACTED]

(d) As used herein, and subject to the terms of this Section 3(d), the term "**Rent Commencement Date**" shall be the earlier of (i) December 31, 2026, or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the

applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), excluding any test energy or partial start-up of the solar farm short of full commercial operation (the “**Commercial Operation Date**”); provided, however, that the Rent Commencement Date shall automatically be extended during any period of time that Tenant is paying the Construction Rent. Should the Rent Commencement Date begin in accordance with this Section 3(d)(ii), Tenant will provide Landlord with written notice of the date the Commercial Operation Date.

(e) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2026, Tenant may, at its option, delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2027, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, notify Landlord in writing and [REDACTED]

(f) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2027, Tenant may, at its option, further delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2028, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, taking into account prior extensions, notify Landlord in writing and [REDACTED]

(g) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2028, Tenant may, at its option, further delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2029, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, taking into account prior extensions, notify Landlord in writing and [REDACTED]

(j) If any installment of rent is not received by Landlord fifteen (15) days after the later of the date that the same is due hereunder and the date Landlord provides Tenant written notice of the delinquency, [REDACTED]

(k) In addition to the other rent contemplated in this Section 3, Tenant shall make payments, each in an amount equal to (i) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; in the event that Tenant requests, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. Intentionally Deleted.

7. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the “**Intended Use**”) and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that (i) no unlawful use of the Premises will be made by Tenant, (ii) Tenant will not install overhead lines on the Premises, it being agreed that if Tenant requires installation of overhead lines, Landlord and Tenant shall negotiate in good faith a separate easement agreement to address such overhead lines, (iii) Tenant shall use non-PCB oils in its electrical equipment, (iv) Tenant shall not install any improvements within a setback area of 300’ from the residences on the Land or Adjacent Property (such setback area generally depicted and labeled as “No Project Infrastructure” on Exhibit B), and (v) Tenant shall follow the National Electric Safety Code and other generally accepted industry standard electrical practices. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord’s right to continue to farm the Premises in the current manner being farmed until the giving of the “Construction Notice” at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant’s rights under this Lease.

8. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) [REDACTED] [REDACTED] which policy shall insure against liability of Tenant, arising out of and in connection with Tenant’s use of the Premises.

(c) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

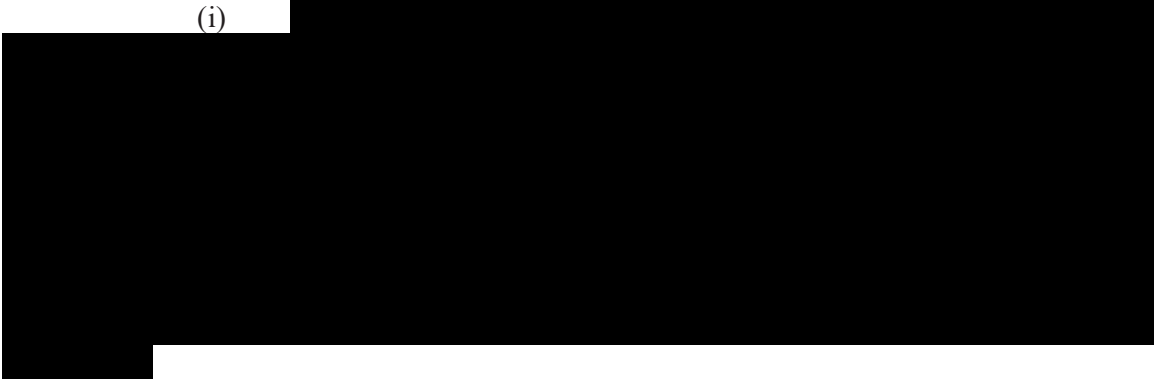
(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the Commonwealth of Kentucky and shall name the Landlord as an additional insured.

9. Taxes.

(a) [REDACTED]



(i)



(b) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

10. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

11. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "**Total Taking**"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "**Partial Taking**"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking,

the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding anything to the contrary contained herein, the amount of award granted to Tenant shall specifically include the value of any improvements or equipment taken or cannot be removed and reasonably reused after the taking or the cost to remove and relocate improvements or equipment on Land that is taken. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

12. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises. Tenant shall, upon written request from Landlord to Tenant's O&M team (whose contact information will be provided by Tenant within thirty (30) days after Commercial Operation Date), coordinate with Landlord or Landlord's agent to allow Landlord or Landlord's agent to perform an annual site visit (no sooner than fifteen (15) business days after Tenant's receipt of such request and subject to availability of Tenant's O&M team) to inspect the Premises to review soil conditions and general conditions (including vegetation management). Upon receipt of written notice from Landlord to Tenant of material soil erosion identified within the Premises or any site conditions that are not compliant with applicable laws and Tenant's agreement to such determination, Tenant shall, at its sole cost and expense, remediate such material soil erosion on the Premises and/or such non-compliant site condition using commercially reasonable efforts. Any remedial measures taken by Tenant shall, if commercially reasonable, be completed within thirty (30) days (or such longer period if thirty (30) days is not commercially reasonable) of the Parties' mutual agreement on the needed remedial action to be taken. Notwithstanding the foregoing, in no event may Landlord or Landlord's agent enter the Premises without a representative from Tenant's O&M team, except as may be provided for pursuant to Section 30.

13. Default.



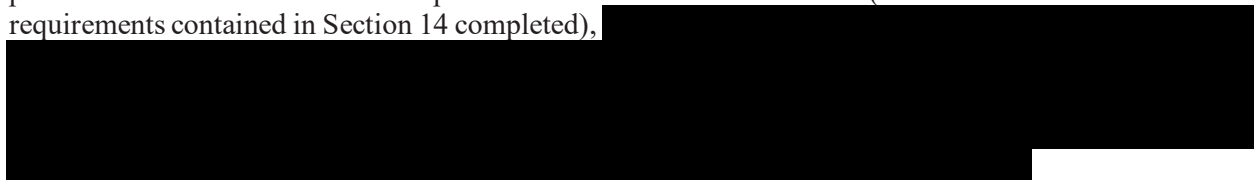
14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land

(and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. To the extent that Tenant's restoration activities leave baren, unvegetated, or defoliated areas of the Premises, Tenant agrees to sow and plant those areas with grasses native to Kentucky 32 fescue, a combination of these, or some other mixture of grasses reasonably actable to Landlord and Tenant for the purpose of ameliorating potential soil erosion. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

15. Possession After Expiration or Termination. If Tenant fails to vacate and surrender the possession of the Premises at the expiration or termination of this Lease (with all removal and restoration requirements contained in Section 14 completed),



16. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment; provided, however, that Tenant may not assign or grant a sub-easement or sublease of Tenant's rights under this Lease to a third party for electrical transmission or collection purposes without Landlord's prior written consent, and in the event such consent is granted and such assignment, sub-easement or sublease is made, Tenant shall pay to Landlord an amount equal to fifty percent (50%) of the net income generated by such assignment, sub-easement or sublease within sixty (60) days after receipt thereof.

17. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the “**Landlord Parties**”) from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, “**Claims**”) suffered or incurred by any of the Landlord Parties as a result of, arising out of, or relating to: (a) negligent, reckless, or willful acts or omissions of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the “**Tenant Parties**”) in connection with Tenant Parties’ uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence, reckless, or willful misconduct of a Landlord Party, and/or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties’ operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties’ uses of or operations on the Premises.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of, arising out of, or relating to: (a) negligent, reckless or willful acts or omissions of any of the Landlord Parties in connection with Landlord Parties’ uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence, reckless, or willful misconduct of a Tenant Party, (b) the condition of the Premises that Landlord has knowledge of, or after reasonable inquiry, should have knowledge of, except to the extent any such Claim is caused by the negligence, reckless or willful misconduct of a Tenant Party, (c) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period, and/or (d) any environmental matters and conditions at the Premises, to the extent existing or first occurring before the Effective Date (the “**Pre-Existing Environmental Liabilities**”). Landlord hereby agrees to and does assume all of the Pre-Existing Environmental Liabilities.

18. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

19. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

20. Notices; Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Russell Family Protection Trust

[REDACTED]

To Tenant:

Song Sparrow Solar LLC

[REDACTED]

With a copy to:

Song Sparrow Solar LLC

[REDACTED]

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

21. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

22. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

23. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. If a dispute arises under this Lease, before any party may commence a proceeding at law or in equity to resolve such dispute, the parties must first work in good faith to submit the matter to non-binding mediation in accordance with the applicable mediation rules of the American Arbitration Association (AAA) by a qualified mediator agreed upon by the parties. If no mediator has been agreed upon by the parties within seven (7) days after the complaining party's notice of dispute, then any party may request that the AAA appoint a mediator in accordance with the applicable mediation rules. The cost of the mediator shall be shared equally by the parties. If mediation is unable to resolve the dispute within sixty (60) days after the complaining party's notice of dispute, then the parties may proceed to litigation. The negotiations and proceedings of the mediation shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections

provided by applicable law, and the mediator may not testify for either party in any later proceeding relating to the dispute.

24. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's knowledge after due inquiry, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Energy Facilities that existed as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph;

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded; provided that a written or oral lease or agreement to conduct normal, customary farming operations for the period prior to the Construction Start Date does not violate this provision;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

26. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

27. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "**Energy Facilities**") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

28. Easements.

[Provisions 28(a), 28(b), and 28(c) have been intentionally omitted and left blank in this Agreement]

(a) [Intentionally omitted]

(b) [Intentionally omitted]

(c) [Intentionally omitted]

(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the “**Landlord Easements**”) on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord’s use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any rezonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

29. Tenant’s Access. Tenant, and Tenant’s agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant’s discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the State in which the Premises is located.

30. Landlord’s Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20’) wide path over the Premises in a location to be determined by Tenant (the “**Landlord Access**”) subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord’s adjoining property as currently being used and such access shall only commence after the Commercial Operation Date. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord’s use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord shall not use the Landlord Access in any manner that interferes with Tenant’s operations pursuant to this Lease or enjoyment of Tenant’s rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord’s use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord’s right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord’s sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that

minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property.

31. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "**Confidential Information**") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease. Tenant shall have all rights and remedies available to it at law and in equity, including, without limitation, injunctive relief or a suit for damages, in the event of Landlord's breach of this Section 31. Tenant shall have the right to disclose any information with respect to Landlord and with respect to the terms of this Lease as required by applicable law or as may be reasonably necessary in connection with any federal, state or local or permitting, approvals or entitlements or offtakers of solar power with respect to the Intended Use, or in any court action or proceeding with respect to this Lease.

32. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

33. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

34. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

35. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

36. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "**Obligor**") may at any time mortgage, pledge, or encumber to any entity (herein, a "**Lender**") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii) The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this subsection (b) shall be available only to those Lenders which shall have notified Landlord in writing of their name and address, or whose lien is recorded in the official records of the County in which the Premises is located, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Landlord shall become entitled to terminate this Lease due to an uncured default by Obligor, Landlord will not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Lease provides to Obligor for curing such default, to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty (30) day period a Lender notifies Landlord that it must foreclose on Obligor's interest or otherwise take possession of Obligor's interest under this Lease in order to cure the default, Landlord shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by

Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Landlord and the sole recourse of the Landlord in seeking enforcement of its obligations under this Lease or any new lease entered into pursuant to clause (iv) below shall be to such Lender's interest in this Lease and the Premises. Upon the sale or other transfer by any Lender of its interest in the Lease or Premises, such Lender shall have no further duties or obligations hereunder.

(iv) In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Landlord shall provide prompt notice thereof to the Lenders. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Tenant's interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Landlord shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Landlord shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Landlord hereby agrees with and for the benefit of the Lenders that the provisions of this subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

37.





[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

LANDLORD:

RUSSELL FAMILY PROTECTION TRUST

By: Joe Russell
Name: Joe Russell
Title: Trustee

TENANT:

SONG SPARROW SOLAR LLC, a
Kentucky limited liability company

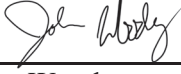
By: 
Name: John Woody
Title: Vice President

EXHIBIT A

Land

Parcel 1 –

A certain tract of land bounded as described as follows, viz: Beginning at a stake in the lane and in the L.G. Norwood line, and corner to Lot No. 4·; thence north 4 ½ degrees west 40 poles to a stake corner to L.G. Norwood; thence with L.G. Norwood line North 83 ½ degrees east 192 1/3 poles to a stake corner to Buchanan; thence south 5 ¼ degrees east 30 poles to a stake in Buchanan line with pointers; thence south 81 degrees west 192 3/5 poles to the beginning, containing 42 acres.

A certain parcel or tract of land lying near the waters of Humphreys ditch bounded and described as follows: Beginning at the south east corner it being in L.A. Buchanan's line and corner to Frank Russell farm; thence with said Russell's line north 6 degrees west 29 poles to a rock corner in Frank Russell's line, and corner to D. N. Davis; thence with said Davis line North 84 degrees west 42 4/5 poles to a rock corner to D.N. Davis in the field; thence south 8 degrees east 29 poles to a rock in the original line of Henry Elliott line; thence with his line south 84 degrees east 43 poles to the beginning, containing 8 acres.

Being the same property conveyed to Grantor by Deed dated April 8, 1952, and recorded in Deed Book 58, Page 285, in the Ballard County, Kentucky Court Clerk's Office. Pearl Russell having acquired in fee through rights of survivorship upon the death of Paul Russell on or about May 12, 1972.

Parcel 2 –

Beginning at a point in the north right-of-way line of State Highway No. 473, southeast corner of the tract and corner with the land of Elwood Russell; thence with Elwood Russell's line N. 2 E. 528 feet; thence S. 88 E. 105 feet; thence N. 2 E. 202 feet; thence S. 85 E. 232 feet; thence N. 2 E. 1189 feet; thence N. 88 W. 1072 feet to the west right-of-way line of State Highway No. 473; thence with said right-of-way line N. 2 W. 641 feet to corner with the land of Robert Russell; thence with Robert Russell's line S. 85 W. 2772 feet to corner with Davis Brothers; thence with Davis line S. 2 W. 1352 feet; thence W. 85 W. 490 feet; thence S. 4 E. 1213 feet to corner with Paul Russell and R.B. Stahl's land; thence with Stahl's line N. 88 E. 490 feet; thence North 40 feet; thence N. 88 E. 1280 feet to the place of beginning, and containing 129 acres, more or less, as shown by Survey made October 10, 1960, by B. Allie Hall, Surveyor, Wickliffe, Kentucky.

Being the same property conveyed to Grantor by Deed dated November 18, 1960, and recorded in Deed Book 64, Page 547, in the Ballard County, Kentucky Court Clerk's Office. Pearl Russell having acquired in fee through rights of survivorship upon the death of Paul Russell on or about May 12, 1972.

Parcel 67-05



EXHIBIT B

Premises



EXHIBIT C

Memorandum of Lease

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:
Song Sparrow Solar LLC
5780 Fleet Street
Suite 130
Carlsbad, CA 92008

By: _____
John Woody

STATE OF KENTUCKY

COUNTY OF BALLARD

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement (“Memorandum”) is entered into this _____ day of _____, 2022, by and between **JOE FRANK RUSSELL, TRUSTEE OF THE RUSSELL FAMILY PROTECTION TRUST** (the “Landlord”), and **SONG SPARROW SOLAR LLC**, a Kentucky limited liability company (“Tenant”), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated _____, 2022 (the “Lease”). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 67-05 containing approximately 179 acres, located at 2659 Gage Road, Ballard County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the “**Land**”. The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with “all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon” is referred to in the Lease as the “**Premises**”.
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.

4. Right to Terminate: Tenant has the right to terminate the Lease:
- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
 - ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.
5. Operations Easements: Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:
- (i) An exclusive easement for electrical interconnection purposes;
 - (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;
 - (iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and
 - (iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to

and from the Land;(C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole

discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

LANDLORD:

RUSSELL FAMILY PROTECTION TRUST

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- _____
A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity

Date: _____

(print name), Notary Public

(official seal) My commission expires: _____

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

SONG SPARROW SOLAR LLC,
a Kentucky limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Land

Parcel 1 –

A certain tract of land bounded as described as follows, viz: Beginning at a stake in the lane and in the L.G. Norwood line, and corner to Lot No. 4·; thence north 4 ½ degrees west 40 poles to a stake corner to L.G. Norwood; thence with L.G. Norwood line North 83 ½ degrees east 192 1/3 poles to a stake corner to Buchanan; thence south 5 ¼ degrees east 30 poles to a stake in Buchanan line with pointers; thence south 81 degrees west 192 3/5 poles to the beginning, containing 42 acres.

A certain parcel or tract of land lying near the waters of Humphreys ditch bounded and described as follows: Beginning at the south east corner it being in L.A. Buchanan's line and corner to Frank Russell farm; thence with said Russell's line north 6 degrees west 29 poles to a rock corner in Frank Russell's line, and corner to D. N. Davis; thence with said Davis line North 84 degrees west 42 4/5 poles to a rock corner to D.N. Davis in the field; thence south 8 degrees east 29 poles to a rock in the original line of Henry Elliott line; thence with his line south 84 degrees east 43 poles to the beginning, containing 8 acres.

Being the same property conveyed to Grantor by Deed dated April 8, 1952, and recorded in Deed Book 58, Page 285, in the Ballard County, Kentucky Court Clerk's Office. Pearl Russell having acquired in fee through rights of survivorship upon the death of Paul Russell on or about May 12, 1972.

Parcel 2 –

Beginning at a point in the north right-of-way line of State Highway No. 473, southeast corner of the tract and corner with the land of Elwood Russell; thence with Elwood Russell's line N. 2 E. 528 feet; thence S. 88 E. 105 feet; thence N. 2 E. 202 feet; thence S. 85 E. 232 feet; thence N. 2 E. 1189 feet; thence N. 88 W. 1072 feet to the west right-of-way line of State Highway No. 473; thence with said right-of-way line N. 2 W. 641 feet to corner with the land of Robert Russell; thence with Robert Russell's line S. 85 W. 2772 feet to corner with Davis Brothers; thence with Davis line S. 2 W. 1352 feet; thence W. 85 W. 490 feet; thence S. 4 E. 1213 feet to corner with Paul Russell and R.B. Stahl's land; thence with Stahl's line N. 88 E. 490 feet; thence North 40 feet; thence N. 88 E. 1280 feet to the place of beginning, and containing 129 acres, more or less, as shown by Survey made October 10, 1960, by B. Allie Hall, Surveyor, Wickliffe, Kentucky.

Being the same property conveyed to Grantor by Deed dated November 18, 1960, and recorded in Deed Book 64, Page 547, in the Ballard County, Kentucky Court Clerk's Office. Pearl Russell having acquired in fee through rights of survivorship upon the death of Paul Russell on or about May 12, 1972.

Parcel 67-05

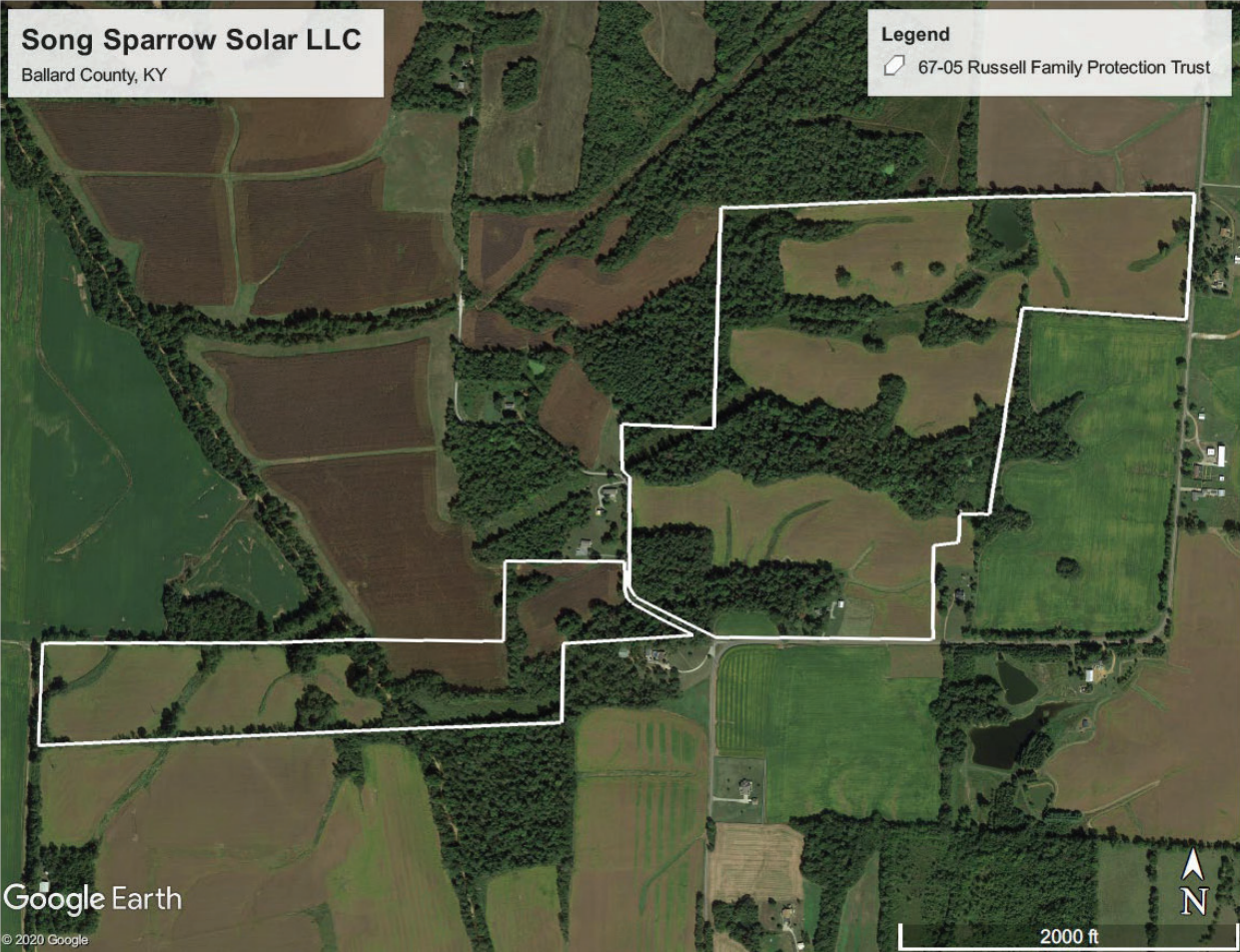


EXHIBIT B

Premises



EXHIBIT D

Template Decommissioning Plan

1. INTRODUCTION

1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by Tenant, ("**Project**"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

1.2 Objectives

The objective of this Decommissioning Plan, ("**Plan**"), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Tenant will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project's (CUP/SUP) to be returned to their original zone classifications.

2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Tenant will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

2.4 PV Module Collection and Recycling

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed for the site for resale, scrap value or disposal.

2.5 Electrical Equipment and Inverters

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

2.6 Roads, Parking Area

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

2.7 Other Components

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

2.8 Site Restoration

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

2.9 Management of Wastes and Excess Materials

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

2.10 Emergency Response and Communications Plans

During decommissioning, Tenant will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The Tenant contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Tenant Representative who will respond to any inquiry. In the event of an emergency, Tenant will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

3. PROJECT DECOMMISSIONING COST ESTIMATE

3.1 Cost Estimate:

Tenant shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");
- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").

Thus the Decommissioning Cost Estimate formula is:
Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

3.2 Security:

Tenant will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), ("**Decommissioning Security**"). Decommissioning Security shall be provided by Tenant prior to the Commercial Operation Date and shall be increased every five years based on an assumed 2.5% annual inflation rate.

Beginning on the seventh (7th) years of the Term, and no more than once in any consecutive five (5) years period thereafter, Landlord may required Tenant to obtain an opinion by an independent third party consultant, appointed by Landlord, reasonably acceptable to Tenant and paid for by Tenant, to assess the adequacy of the Decommissioning Security for the then current estimated Decommissioning Security and, after thirty (30) days' written notice to Tenant, the valued of the Decommissioning Security shall be increased (but not decreased), at Tenant's sole cost and expense, to reflect the then estimated Decommissioning Cost Estate.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or, to the extent allowable, a bank or title company, or (ii) a letter of credit, naming the County or, to the extent allowable, Paducah Bank and Trust, as beneficiary, from a financial institution reasonably acceptable to such beneficiary, which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to such beneficiary (each a form of "**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Tenant shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Tenant, Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by Tenant.

SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this “Lease”) is made and entered into as of the 28 day of August, 2023 (the “Effective Date”), by and between **Emma Jane Lovvo, an unmarried person** (“Landlord”) and **SONG SPARROW SOLAR LLC**, a Kentucky limited liability company (“Tenant”).

WITNESSETH:

In consideration of [REDACTED] to be paid from Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property in Ballard County, KY in substantially the location set forth on Exhibit B attached hereto and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon, and specifically excluding that certain 4.00 acres on the southwest corner of the Land, as more particularly described in Exhibit E attached hereto and incorporated herein (the “Premises”), to be occupied and used upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 67-10 containing approximately 46.37 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the “Land”). The Execution Payment shall be non-refundable and shall not be applied towards any rent or other payments due hereunder.

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the “Term”) shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the “Expiration Date”), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a “Extension Term” and collectively, the “Extension Terms”) by providing Landlord with written notice of Tenant’s election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than the payment of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and those obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this

Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies, all of which are to be obtained at Tenant's sole cost and expense, (collectively the "**Contingencies**"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines. During the performance of such diligence, Tenant shall use commercially reasonable efforts to minimize to the extent reasonably possible any interference with Landlord's ongoing use of the Premises, to the extent permitted under this Lease, and only upon prior notification, either oral or by agreed upon e-mail or text messaging, to Landlord of any intended on site activities, which notice Tenant shall in good faith attempt to provide at least forty-eight (48) hours prior to such entry. Any trenches, borings or other land disturbances incurred during the testing period shall be fully restored and regarded as soon as is reasonably practicable under the circumstances and after such disturbances occur.

Prior to the Rent Commencement Date, Tenant shall (at its expense) obtain a survey of the Land (the "**Survey**") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the

recording of the Survey in the appropriate office, if required. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B. As part of the survey, Tenant will ensure physical monuments are installed at the corners of the Land as reasonably necessary to ascertain the metes and bounds of the Land.

(e) As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason. The portion of the Premises remaining after any partial termination of this Lease shall thereafter be the "Premises" for purposes of this Lease.

[REDACTED]

2. Construction Notice: Construction Rent; Crop Loss Payment.

(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the "**Construction Notice**"). The Construction Notice shall include the date on which Tenant intends to commence construction ("**Construction Start Date**"). Tenant shall deliver the Construction Notice at least thirty (30) days prior to the Construction Start Date. For purposes of this Lease, "construction" shall be defined as Tenant commencing material work or taking any of the following actions: i) issuing an unlimited notice to proceed to the general contractor, ii) mobilization of machinery, equipment, or personal property onto the Premises for the purpose of building the improvements, or iii) the installation of permanent improvements upon the Premises.

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the "**Construction Period**"),

[REDACTED]

The payment of rent for any fractional calendar year during the Term shall be prorated. The Construction Period shall not exceed thirty-six (36) months, at which point the Rent Commencement Date shall occur.

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant's initial construction of its intended solar farm during the Construction Period,

[REDACTED]

3. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent shall equal [REDACTED]

[REDACTED] If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

(b) Rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that is between the Rent Commencement Date and the next December 31st, the second rent installment being due on or before the date that is thirty (30) days following the first January 1st following the Rent Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1st thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(c) Beginning on the fifth (5th) annual anniversary date of the Rent Commencement Date, and on each subsequent annual anniversary date of the Rent Commencement Date thereafter for the remainder of the Term (including any such anniversary dates occurring during any exercised Extension Term), [REDACTED]

(d) As used herein, and subject to the terms of this Section 3(d), the term “**Rent Commencement Date**” shall be the earlier of (i) December 31, 2026, or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), excluding any test energy or partial start-up of the solar farm short of full commercial operation (the “**Commercial Operation Date**”); provided, however, that the Rent Commencement Date shall automatically be extended during any period of time that Tenant is paying the Construction Rent. Should the Rent Commencement Date begin in accordance with this Section 3(d)(ii), Tenant will provide Landlord with written notice of the date the Commercial Operation Date.

(e) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2026, Tenant may, at its option, delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2027, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, notify Landlord in writing and [REDACTED]

(f) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2027, Tenant may, at its option, further delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2028, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, taking into account prior extensions, notify Landlord in writing and [REDACTED]

(g) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2028, Tenant may, at its option, further delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2029, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, taking into account prior extensions, notify Landlord in writing and [REDACTED]

(h) Allocation of Rent. All rent due under this Lease (including Construction Rent) shall be paid to Landlord in the allocations set forth in the table below. Landlord and each person or entity holding record title to the Property hereby acknowledges and agrees that all payments are legally permitted to be made as set forth in the table below and that no other party shall have any right to such payments or to contest the payments and allocations as set forth below. Each person receiving payment pursuant to the table below hereunder agrees to fully indemnify, defend and hold harmless Tenant against claims by any third party in connection with Tenant's payments hereunder to the person/entities set forth herein.

Landlord:	Emma Jane Lovvo
Payment Allocation:	100%

Notwithstanding anything in this Lease to the contrary, Tenant shall have no obligation to make any payment to Landlord (including, in the event of any change in ownership of Landlord's interest in this Lease after the Effective Date, any new Landlord) otherwise required under this Lease until Landlord has returned to Tenant a completed Internal Revenue Service Form W-9, such W-9 form to (A) in the case of Landlord as of the Effective Date, either (i) have been provided by Tenant to Landlord prior to execution of this Lease, or (ii) be provided by Tenant to Landlord promptly upon execution of this Lease, or (B) in the case of a change in ownership of Landlord's interest in this Lease after the Effective Date, be provided by such new Landlord to Tenant within thirty (30) days after such new Landlord's acquisition of such interest in this Lease.

In the event of any change in ownership of Landlord's interest in this Lease, Tenant shall have no obligation to make any payment to Landlord otherwise required under this Lease (and the applicable time period afforded to make such payment shall be tolled) until Landlord has provided Tenant a new payment directive in form reasonably satisfactory to Tenant, containing at a minimum (i) information sufficient to allow Tenant to make such payment and (ii) agreement by each person receiving payment pursuant to such directive to fully indemnify, defend, and hold harmless Tenant against claims by any third party in

connection with Tenant's payments to such persons. Landlord shall provide such payment directive within thirty (30) days after such change in ownership, and hereby releases, holds harmless and indemnifies Tenant from any claims arising from or relating to Landlord's failure to provide such payment directive within such time.

In the event Landlord has not received any Rent payment due hereunder by the applicable due date, Landlord shall send a demand notice to Tenant ("Rent Default Notice") requiring payment within fifteen (15) business days of Tenant's receipt of Rent Default Notice [REDACTED].

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; in the event that Tenant requests, Landlord shall execute and deliver a timber deed in commercially reasonable non-warranty form to evidence such rights, if any, of Tenant in the timber and trees. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws, including but not limited to landscaping with native plants and any and all other items as may be required by local government entities. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. Intentionally Deleted.

7. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "**Intended Use**") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease. The solar photovoltaic power array for the generation of electric power, and all related fixtures, appliances, appurtenances, and improvements are collectively

referred to as the “**Project**”, which may be constructed and operated on the Premises and/or adjacent lands, by Tenant or a third party authorized by Tenant.

8. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) [REDACTED] which policy shall insure against liability of Tenant, arising out of and in connection with Tenant’s use of the Premises.

(c) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the Commonwealth of Kentucky and shall name the Landlord as an additional insured.

9. Taxes.

(a) [REDACTED]

(b) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys’ fees incurred in connection with providing such assistance.

10. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord and commence removal and restoration obligations as provided herein. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

11. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "**Total Taking**"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "**Partial Taking**"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding anything to the contrary contained herein, the amount of award granted to Tenant shall specifically include the value of any improvements or equipment taken or cannot be removed and reasonably reused after the taking or the cost to remove and relocate improvements or equipment on Land that is taken. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

12. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises, including but not limited to maintenance of equipment, fences and roads, lawn and weeds and the prompt repair or replacement of broken or worn fencing or equipment.

13. Default.

[REDACTED]

[REDACTED]

14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

15. Possession After Expiration or Termination. If Tenant fails to vacate and surrender the possession of the Premises at the expiration or termination of this Lease (with all removal and restoration requirements contained in Section 14 completed), [REDACTED]

[REDACTED]

[REDACTED]

16. Binding Effect: Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

17. Indemnifications.


(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the “**Landlord Parties**”) from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys’ fees) and expenses (collectively, “**Claims**”) suffered or incurred by any of the Landlord Parties as a result of, arising out of, or relating to: (a) negligent, reckless, or willful acts or omissions of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the “**Tenant Parties**”) in connection with Tenant Parties’ uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence, reckless, or willful misconduct of a Landlord Party, and/or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties’ operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties’ uses of or operations on the Premises.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of, arising out of, or relating to: (a) negligent, reckless or willful acts or omissions of any of the Landlord Parties in connection with Landlord Parties’ uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence, reckless, or willful misconduct of a Tenant Party, (b) the condition of the Premises that Landlord has knowledge of, or after reasonable inquiry, should have knowledge of, except to the extent any such Claim is caused by the negligence, reckless or willful misconduct of a Tenant Party, (c) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period, and/or (d) any environmental matters and conditions at the Premises, to the extent existing or first occurring before the Effective Date (the “**Pre-Existing Environmental Liabilities**”). Landlord hereby agrees to and does assume all of the Pre-Existing Environmental Liabilities. Notwithstanding the above, Landlord makes no claims, representations or warranties concerning the status of the Premises other than those contained herein, and Tenant’s lease of the Premises is on an “as is” condition.

18. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

19. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

20. Notices: Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Jane Lovvo


To Tenant:

Song Sparrow Solar LLC
[REDACTED]

With a copy to:

Song Sparrow Solar LLC
[REDACTED]

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

21. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

22. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

23. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

24. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's actual knowledge, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's direct control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or directly controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Energy Facilities that existed as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph;

(g) the Land is free from any unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's actual knowledge, Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded; provided that a written or oral lease or agreement to conduct normal, customary farming operations for the period prior to the Construction Start Date does not violate this provision;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant, to the extent they are in the possession of the Landlord or its direct control: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

26. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

27. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "**Energy Facilities**") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

28. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**") to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "**Easements**") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; and (C) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing,

together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property. To the extent that any easements are granted to Tenant pursuant to this Section 28 on Adjacent Property, Tenant shall compensate Landlord for such easement by paying the Landlord [REDACTED]

(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "**Landlord Easements**") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Notwithstanding the foregoing, Landlord makes no claims, representations or warranties regarding the aforementioned easements, and Tenant's use of the same shall be subject to the terms and conditions of the easements. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Such easements shall automatically terminate upon the termination of this Lease, unless Landlord, in its sole discretion, allows them to remain. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

29. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises after the Construction Start Date,

except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the State in which the Premises is located.

30. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "**Landlord Access**") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. During the Term, Landlord shall only use the Landlord Access for the benefit of Landlord's Adjacent Property as currently being used and such access shall be with the consent, which shall not be unreasonably conditioned, withheld or delayed, of Tenant. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property.

31. Confidentiality. All information acquired by either Party or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of either Party, and Parties' consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to the other Party, including, without limitation, with respect to the terms of this Lease (collectively, the "**Confidential Information**") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Parties and shall not be disclosed to any individual or entity other than to those authorized representatives of either Party who require any portion of the Confidential Information to assist said Party in its negotiation and fulfillment of the terms of this Lease and who said Party has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that either Party shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease. Parties shall have all rights and remedies available to it at law and in equity, including, without limitation, injunctive relief or a suit for damages, in the event of either Party's breach of this Section 31. Either Party shall have the right to disclose any information with respect to the other Party and with respect to the terms of this Lease as required by applicable law or as may be reasonably necessary in connection with any federal, state or local or permitting, approvals or entitlements or offtakers of solar power with respect to the Intended Use, or in any court action or proceeding with respect to this Lease.

32. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of

identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

33. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

34. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

35. Estoppel. Within fifteen (15) business days after written request therefor by the other Party, each Party agrees to deliver a certificate to the requesting Party, the requesting Party's lender (if applicable) and any proposed purchaser of the ownership interests of either Party (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or either Party's lender) to either Party's lender or to any proposed purchaser and/or to either Party setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by the requesting Party, lender or purchaser. In the event either Party fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

36. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "**Obligor**") may at any time mortgage, pledge, or encumber to any entity (herein, a "**Lender**") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "**Lender**".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary and not to enlarge or increase any obligations of Landlord outside of those contained herein:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall

be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii) The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this subsection (b) shall be available only to those Lenders which shall have notified Landlord in writing of their name and address, or whose lien is recorded in the official records of the County in which the Premises is located, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. Provided that Landlord has been given notice information for any and all Lenders, if Landlord shall become entitled to terminate this Lease due to an uncured default by Obligor, Landlord will not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Lease provides to Obligor for curing such default, to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty (30) day period a Lender notifies Landlord that it must foreclose on Obligor's interest or otherwise take possession of Obligor's interest under this Lease in order to cure the default, Landlord shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Landlord and the sole recourse of the Landlord in seeking enforcement of its obligations under this Lease or any new lease entered into pursuant to clause (iv) below shall be to such Lender's interest in this Lease and the Premises. Upon the sale or other transfer by any Lender of its interest in the Lease or Premises, such Lender shall have no further duties or obligations hereunder.

(iv) In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Landlord shall provide prompt notice thereof to the Lenders. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Tenant's interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Landlord shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Landlord shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Landlord hereby agrees with and for the benefit of the Lenders that the provisions of this subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

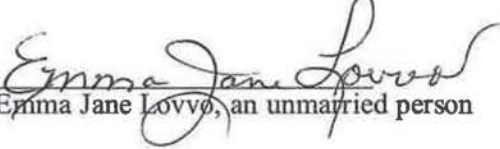
(d) Landlord shall, at Tenant's or a Lender's request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

37. Landlord's Attorney's Fees. Upon receipt of paid invoice to Landlord's attorney, Tenant shall reimburse to Landlord, Landlord's reasonable attorney's fees.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

LANDLORD:


Emma Jane Lovvo, an unmarried person

TENANT:

SONG SPARROW SOLAR LLC, a
Kentucky limited liability company

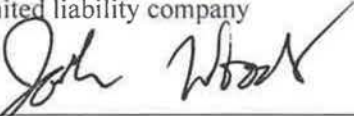
By: 
Name: John Woody
Title: Vice President

EXHIBIT A

Land

Tax Parcel No. 67-10

A certain tract of land located in Ballard County, Kentucky, to-wit:

Beginning at a point in the north right-of-way line of State Highway No. 473, the southwest corner of the tract and corner with the land of Paul Russell; thence with said right-of-way N. 88 E. 1237 feet; thence continuing with said right-of-way line N. 70 E. 66 feet; thence N. 50 E 66 feet; thence N. 30 E. 66 feet; thence N. 2 W. 1766 feet to a stake in said right-of-way corner with Paul Russell; thence with Paul Russell's line S. 88 W. 1072 feet to the northwest corner of the tract; thence S. 2 W. 1189 feet; thence N. 85 W. 232 feet; thence S. 2 W. 202 feet; thence N. 88 W 105 feet; thence S. 2 W. 528 feet to the north right-of-way line of State Highway No. 473, to the point of beginning and containing 50 acres, more or less, and as shown by survey made October 10, 1960 by B. Allie Hall, Surveyor, Wickliffe, Kentucky.

LESS AND EXCEPT however, a parcel of land deeded to James D. White and wife, Kimberlyn Joy White, which deed is dated the 7th day of March, 1980, from Ruth R. Russell (a widow), of record in Cabinet 1, Drawer 8, Card No. 12.004 in the Ballard County Court Clerk's Office and more particularly described as follows:

Part of the land of Ruth Russell on Ky. Hwy. 473, approximately 5 miles South of Kevil in Ballard County, Kentucky:

WEST LOT – Beginning at a nail set in the centerline of Ky. Hwy. 473 and in the approximate centerline of a graveled drive, thence S. 88 deg. 30' W with the centerline of Ky. Hwy. 473 for 61.2 ft to a nail; thence N. 3 deg. 47' W. for 551.8 ft to a stake in the fence; thence S. 87 deg. 12' E. with the fence for 105 ft to a corner post; thence S. 7 deg. 09' E. for 40.4 ft to a nail, thence S. 47 deg. 15' E. for 57.9 ft to a nail thence S. 5 deg. 31' E. with approximate centerline of a graveled drive for 466.6 ft to the point of beginning and containing 1.24 acres, exclusive of ROW of Ky. Hwy. 473.

EAST LOT - Beginning at a nail set in the centerline of Ky. Hwy. 473 and in the approximate centerline of a gravel drive, thence N. 88 deg. 30' E with the centerline of Ky. Hwy. 473 for 140.3 ft to a nail; thence N. 5 deg. 42' E. for 716.5 ft to a stake in a fence; thence N. 81 deg. 52' W. with the fence for 181.2 ft. to a fence corner, thence S. 7 deg. 09' E. with a fence for 240.8 ft to a nail, thence S. 47 deg. 15' E for 57.9 ft to a nail; thence S. 5 deg. 31' E. with the approximate center of a graveled drive for 466.6 ft. to the point of beginning and containing 2.81 acres exclusive of ROW of Ky. Hwy. 473.

Being in all respects a portion of the same property conveyed to Elwood Russell and wife, Ruth Russel, from Robert Russell, et al, dated the 18th day of November, 1960, of record in Deed Book 64, Page 546, of the Ballard County Court Clerk's Office. Being in all respects a portion of the same property to which Ruth Russel derived full title upon the death of her husband, Elwood Russell, who died intestate on the 14th day of July, 1962, pursuant to the survivorship clause in said deed. Being in all respects the same property conveyed to Jane R. Boggess, married, by Deed dated the 30th day of December, 1996, and recorded in Cabinet Drawer 17, Card No. 34643, Ballard County Clerk's Office. Being in all respects the same property conveyed to Emma Jane Lovvo from Jane R. Boggess n/k/a Emma Jane Lovvo, dated the 26th day of May 2023, of record in Deed Book 133, Page 259, of the Ballard County Court Clerk's Office.



EXHIBIT B

Premises

Tax Parcel No. 67-10

A certain tract of land located in Ballard County, Kentucky, to-wit:

Beginning at a point in the north right-of-way line of State Highway No. 473, the southwest corner of the tract and corner with the land of Paul Russell; thence with said right-of-way N. 88 E. 1237 feet; thence continuing with said right-of-way line N. 70 E. 66 feet; thence N. 50 E 66 feet; thence N. 30 E. 66 feet; thence N. 2 W. 1766 feet to a stake in said right-of-way corner with Paul Russell; thence with Paul Russell's line S. 88 W. 1072 feet to the northwest corner of the tract; thence S. 2 W. 1189 feet; thence N. 85 W. 232 feet; thence S. 2 W. 202 feet; thence N. 88 W 105 feet; thence S. 2 W. 528 feet to the north right-of-way line of State Highway No. 473, to the point of beginning and containing 50 acres, more or less, and as shown by survey made October 10, 1960 by B. Allie Hall, Surveyor, Wickliffe, Kentucky.

LESS AND EXCEPT however, a parcel of land deeded to James D. White and wife, Kimberlyn Joy White, which deed is dated the 7th day of March, 1980, from Ruth R. Russell (a widow), of record in Cabinet 1, Drawer 8, Card No. 12.004 in the Ballard County Court Clerk's Office and more particularly described as follows:

Part of the land of Ruth Russell on Ky. Hwy. 473, approximately 5 miles South of Kevil in Ballard County, Kentucky:

WEST LOT – Beginning at a nail set in the centerline of Ky. Hwy. 473 and in the approximate centerline of a graveled drive, thence S. 88 deg. 30' W with the centerline of Ky. Hwy. 473 for 61.2 ft to a nail; thence N. 3 deg. 47' W. for 551.8 ft to a stake in the fence; thence S. 87 deg. 12' E. with the fence for 105 ft to a corner post; thence S. 7 deg. 09' E. for 40.4 ft to a nail, thence S. 47 deg. 15' E. for 57.9 ft to a nail thence S. 5 deg. 31' E. with approximate centerline of a graveled drive for 466.6 ft to the point of beginning and containing 1.24 acres, exclusive of ROW of Ky. Hwy. 473.

EAST LOT - Beginning at a nail set in the centerline of Ky. Hwy. 473 and in the approximate centerline of a gravel drive, thence N. 88 deg. 30' E with the centerline of Ky. Hwy. 473 for 140.3 ft to a nail; thence N. 5 deg. 42' E. for 716.5 ft to a stake in a fence; thence N. 81 deg. 52' W. with the fence for 181.2 ft. to a fence corner, thence S. 7 deg. 09'E. with a fence for 240.8 ft to a nail, thence S. 47 deg. 15' E for 57.9 ft to a nail; thence S. 5 deg. 31' E. with the approximate center of a graveled drive for 466.6 ft. to the point of beginning and containing 2.81 acres exclusive of ROW of Ky. Hwy. 473.

Being in all respects a portion of the same property conveyed to Elwood Russell and wife, Ruth Russel, from Robert Russell, et al, dated the 18th day of November, 1960, of record in Deed Book 64, Page 546, of the Ballard County Court Clerk's Office. Being in all respects a portion of the same property to which Ruth Russel derived full title upon the death of her husband, Elwood Russell, who died intestate on the 14th day of July, 1962, pursuant to the survivorship clause in said deed. Being in all respects the same property conveyed to Jane R. Boggess, married, by Deed dated the 30th day of December, 1996, and recorded in Cabinet Drawer 17, Card No. 34643, Ballard County Clerk's Office. Being in all respects the same property conveyed to Emma Jane Lovvo from Jane R. Boggess n/k/a Emma Jane Lovvo, dated the 26th day of May 2023, of record in Deed Book 133, Page 259, of the Ballard County Court Clerk's Office.



EXHIBIT C

Memorandum of Lease

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:
Song Sparrow Solar LLC
5780 Fleet Street
Suite 130
Carlsbad, CA 92008

By: _____
John Woody

STATE OF KENTUCKY

COUNTY OF BALLARD

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement (“Memorandum”) is entered into this _____ day of _____, 2023, by and between **Emma Jane Lovvo, an unmarried person** (“Landlord”), and **SONG SPARROW SOLAR LLC**, a Kentucky limited liability company (“Tenant”), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated _____, 2023 (the “Lease”). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 67-10 containing approximately 46.37 acres, in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the “**Land**”. The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with “all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon,” but specifically excluding the 4.00 acre portion on the Southwest corner of the Land more particularly described on Exhibit C attached hereto and made a part hereof, is referred to in the Lease as the “**Premises**”.
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:

- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
- ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5. Operations Easements: Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; and (C) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of

way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).
7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

LANDLORD:

Emma Jane Lovvo

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Emma Jane Lovvo	Individually

Date: _____

(print name), Notary Public

(official seal)

My commission expires: _____

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

SONG SPARROW SOLAR LLC,
a Kentucky limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Land

Tax Parcel No. 67-10

A certain tract of land located in Ballard County, Kentucky, to-wit:

Beginning at a point in the north right-of-way line of State Highway No. 473, the southwest corner of the tract and corner with the land of Paul Russell; thence with said right-of-way N. 88 E. 1237 feet; thence continuing with said right-of way line N. 70 E. 66 feet; thence N. 50 E 66 feet; thence N. 30 E. 66 feet; thence N. 2 W. 1766 feet to a stake in said right-of-way corner with Paul Russell; thence with Paul Russell's line S. 88 W. 1072 feet to the northwest corner of the tract; thence S. 2 W. 1189 feet; thence N. 85 W. 232 feet; thence S. 2 W. 202 feet; thence N. 88 W 105 feet; thence S. 2 W. 528 feet to the north right-of-way line of State Highway No. 473, to the point of beginning and containing 50 acres, more or less, and as shown by survey made October 10, 1960 by B. Allie Hall, Surveyor, Wickliffe, Kentucky.

LESS AND EXCEPT however, a parcel of land deeded to James D. White and wife, Kimberlyn Joy White, which deed is dated the 7th day of March, 1980, from Ruth R. Russell (a widow), of record in Cabinet 1, Drawer 8, Card No. 12.004 in the Ballard County Court Clerk's Office and more particularly described as follows:

Part of the land of Ruth Russell on Ky. Hwy. 473, approximately 5 miles South of Kevil in Ballard County, Kentucky:

WEST LOT – Beginning at a nail set in the centerline of Ky. Hwy. 473 and in the approximate centerline of a graveled drive, thence S. 88 deg. 30' W with the centerline of Ky. Hwy. 473 for 61.2 ft to a nail; thence N. 3 deg. 47' W. for 551.8 ft to a stake in the fence; thence S. 87 deg. 12' E. with the fence for 105 ft to a corner post; thence S. 7 deg. 09' E. for 40.4 ft to a nail, thence S. 47 deg. 15' E. for 57.9 ft to a nail thence S. 5 deg. 31' E. with approximate centerline of a graveled drive for 466.6 ft to the point of beginning and containing 1.24 acres, exclusive of ROW of Ky. Hwy. 473.

EAST LOT - Beginning at a nail set in the centerline of Ky. Hwy. 473 and in the approximate centerline of a gravel drive, thence N. 88 deg. 30' E with the centerline of Ky. Hwy. 473 for 140.3 ft to a nail; thence N. 5 deg. 42' E. for 716.5 ft to a stake in a fence; thence N. 81 deg. 52' W. with the fence for 181.2 ft. to a fence corner, thence S. 7 deg. 09' E. with a fence for 240.8 ft to a nail, thence S. 47 deg. 15' E for 57.9 ft to a nail; thence S. 5 deg. 31' E. with the approximate center of a graveled drive for 466.6 ft. to the point of beginning and containing 2.81 acres exclusive of ROW of Ky. Hwy. 473.

Being in all respects a portion of the same property conveyed to Elwood Russell and wife, Ruth Russel, from Robert Russell, et al, dated the 18th day of November, 1960, of record in Deed Book 64, Page 546, of the Ballard County Court Clerk's Office. Being in all respects a portion of the same property to which Ruth Russel derived full title upon the death of her husband, Elwood Russell, who died intestate on the 14th day of July, 1962, pursuant to the survivorship clause in said deed. Being in all respects the same property conveyed to Jane R. Boggess, married, by Deed dated the 30th day of December, 1996, and recorded in Cabinet Drawer 17, Card No. 34643, Ballard County Clerk's Office. Being in all respects the same property conveyed to Emma Jane Lovvo from Jane R. Boggess n/k/a Emma Jane Lovvo, dated the 26th day of May 2023, of record in Deed Book 133, Page 259, of the Ballard County Court Clerk's Office.



EXHIBIT B

Premises

Tax Parcel No. 67-10

A certain tract of land located in Ballard County, Kentucky, to-wit:

Beginning at a point in the north right-of-way line of State Highway No. 473, the southwest corner of the tract and corner with the land of Paul Russell; thence with said right-of-way N. 88 E. 1237 feet; thence continuing with said right-of-way line N. 70 E. 66 feet; thence N. 50 E 66 feet; thence N. 30 E. 66 feet; thence N. 2 W. 1766 feet to a stake in said right-of-way corner with Paul Russell; thence with Paul Russell's line S. 88 W. 1072 feet to the northwest corner of the tract; thence S. 2 W. 1189 feet; thence N. 85 W. 232 feet; thence S. 2 W. 202 feet; thence N. 88 W 105 feet; thence S. 2 W. 528 feet to the north right-of-way line of State Highway No. 473, to the point of beginning and containing 50 acres, more or less, and as shown by survey made October 10, 1960 by B. Allie Hall, Surveyor, Wickliffe, Kentucky.

LESS AND EXCEPT however, a parcel of land deeded to James D. White and wife, Kimberlyn Joy White, which deed is dated the 7th day of March, 1980, from Ruth R. Russell (a widow), of record in Cabinet 1, Drawer 8, Card No. 12.004 in the Ballard County Court Clerk's Office and more particularly described as follows:

Part of the land of Ruth Russell on Ky. Hwy. 473, approximately 5 miles South of Kevil in Ballard County, Kentucky:

WEST LOT – Beginning at a nail set in the centerline of Ky. Hwy. 473 and in the approximate centerline of a graveled drive, thence S. 88 deg. 30' W with the centerline of Ky. Hwy. 473 for 61.2 ft to a nail; thence N. 3 deg. 47' W. for 551.8 ft to a stake in the fence; thence S. 87 deg. 12' E. with the fence for 105 ft to a corner post; thence S. 7 deg. 09' E. for 40.4 ft to a nail, thence S. 47 deg. 15' E. for 57.9 ft to a nail thence S. 5 deg. 31' E. with approximate centerline of a graveled drive for 466.6 ft to the point of beginning and containing 1.24 acres, exclusive of ROW of Ky. Hwy. 473.

EAST LOT - Beginning at a nail set in the centerline of Ky. Hwy. 473 and in the approximate centerline of a gravel drive, thence N. 88 deg. 30' E with the centerline of Ky. Hwy. 473 for 140.3 ft to a nail; thence N. 5 deg. 42' E. for 716.5 ft to a stake in a fence; thence N. 81 deg. 52' W. with the fence for 181.2 ft. to a fence corner, thence S. 7 deg. 09' E. with a fence for 240.8 ft to a nail, thence S. 47 deg. 15' E for 57.9 ft to a nail; thence S. 5 deg. 31' E. with the approximate center of a graveled drive for 466.6 ft. to the point of beginning and containing 2.81 acres exclusive of ROW of Ky. Hwy. 473.

Being in all respects a portion of the same property conveyed to Elwood Russell and wife, Ruth Russel, from Robert Russell, et al, dated the 18th day of November, 1960, of record in Deed Book 64, Page 546, of the Ballard County Court Clerk's Office. Being in all respects a portion of the same property to which Ruth Russel derived full title upon the death of her husband, Elwood Russell, who died intestate on the 14th day of July, 1962, pursuant to the survivorship clause in said deed. Being in all respects the same property conveyed to Jane R. Boggess, married, by Deed dated the 30th day of December, 1996, and recorded in Cabinet Drawer 17, Card No. 34643, Ballard County Clerk's Office. Being in all respects the same property conveyed to Emma Jane Lovvo from Jane R. Boggess n/k/a Emma Jane

Lovvo, dated the 26th day of May 2023, of record in Deed Book 133, Page 259, of the Ballard County Court Clerk's Office.

EXHIBIT C

Exclusion Carve Out Legal Description

Being a portion of a certain parcel of land known as a portion of Parcel Number 67-10 located in Ballard County, Kentucky approximately 1,700 feet east of the intersection of Gage Road (Highway 473) and Davis Road, as recorded in Book 17, Page 34643 in the Office of the Clerk of Ballard County, Kentucky, and being more particularly described as follows:

Beginning at a 1/2" rebar with cap stamped "PLS 3289" located at the southeast corner of Joe Frank Russell of Book 98, Page 555 in the Office of the Clerk of Ballard County, Kentucky, said rebar also being located along the northern right of way of Gage Road, also known as Highway 473, and having Kentucky State Plane, NAD 1983, NSRS 2011, South Zone, US Survey Feet Coordinates of Northing 1,905,990.06, Easting 723,020.92, said rebar also being the POINT OF BEGINNING; thence with the eastern line of said Russell N07°15'21"E, a distance of 355.08 feet to a point; thence leaving the line of said Russell and with a new line S89°29'38"E, a distance of 473.27 feet to a point; thence with a new line S00°30'22"W, a distance of 352.62 feet to a point located on the northern right of way of said Gage Road; thence with the northern right of way line of said Gage Road N89°29'38"W, a distance of 515.00 feet to the POINT OF BEGINNING, containing 174,240 square feet or 4.00 acres, more or less.

END OF DESCRIPTION.

EXHIBIT D

Template Decommissioning Plan

1. INTRODUCTION

1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by Tenant, ("**Project**"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

1.2 Objectives

The objective of this Decommissioning Plan, ("**Plan**"), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Tenant will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project's (CUP/SUP) to be returned to their original zone classifications.

2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Tenant will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

2.4 PV Module Collection and Recycling

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed from the site for resale, scrap value or disposal.

2.5 Electrical Equipment and Inverters

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

2.6 Roads, Parking Area

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

2.7 Other Components

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be

considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

2.8 Site Restoration

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

2.9 Management of Wastes and Excess Materials

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

2.10 Emergency Response and Communications Plans

During decommissioning, Tenant will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The Tenant contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Tenant Representative who will respond to any inquiry. In the event of an emergency, Tenant will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

3. PROJECT DECOMMISSIONING COST ESTIMATE

3.1 Cost Estimate:

Tenant shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");
- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").

Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".



The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

3.2 Security:

Tenant will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), ("**Decommissioning Security**"). Decommissioning Security shall be provided by Tenant prior to the Commercial Operation Date and shall be increased every five years based on an assumed 2.5% annual inflation rate.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or, to the extent allowable, a bank or title company, or (ii) a letter of credit from a financial institution reasonably acceptable to such beneficiary, which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to such beneficiary (each a form of "**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Tenant shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Tenant, Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by Tenant.

Exhibit E

Exclusion Carve Out Legal Description

Being a portion of a certain parcel of land known as a portion of Parcel Number 67-10 located in Ballard County, Kentucky approximately 1,700 feet east of the intersection of Gage Road (Highway 473) and Davis Road, as recorded in Book 17, Page 34643 in the Office of the Clerk of Ballard County, Kentucky, and being more particularly described as follows:

Beginning at a 1/2" rebar with cap stamped "PLS 3289" located at the southeast corner of Joe Frank Russell of Book 98, Page 555 in the Office of the Clerk of Ballard County, Kentucky, said rebar also being located along the northern right of way of Gage Road, also known as Highway 473, and having Kentucky State Plane, NAD 1983, NSRS 2011, South Zone, US Survey Feet Coordinates of Northing 1,905,990.06, Easting 723,020.92, said rebar also being the POINT OF BEGINNING; thence with the eastern line of said Russell N07°15'21"E, a distance of 355.08 feet to a point; thence leaving the line of said Russell and with a new line S89°29'38"E, a distance of 473.27 feet to a point; thence with a new line S00°30'22"W, a distance of 352.62 feet to a point located on the northern right of way of said Gage Road; thence with the northern right of way line of said Gage Road N89°29'38"W, a distance of 515.00 feet to the POINT OF BEGINNING, containing 174,240 square feet or 4.00 acres, more or less.

END OF DESCRIPTION.

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-2:

Detail any contracts by which Song Sparrow has paid, has negotiated to pay, or any compensation paid to non-participating landowners, whether cash or otherwise, near the project. Include the terms of the agreements and which properties are involved in terms of distance to the project boundaries.

Response: Song Sparrow Solar has not obtained any such contracts.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-3:

Provide a schedule for the project, starting from the receipt of the proposed certificate for construction to the completion of the project, including the length of each construction phase. Include in the response when Song Sparrow believes peak construction will occur within the timeline.

Response: An indicative schedule is shown below. These estimated dates are subject to change based on actual ongoing industry-wide supply chain constraints, feasible delivery timeframes of long-lead equipment procurement items and coordinating with contractors. Peak construction is anticipated to occur between February and April 2026. The schedule will be finalized after the selection of the Engineering, Procurement, and Construction (EPC) contractor.

Song Sparrow Solar - Preliminary Project Schedule			
Overall Project Milestones & Durations	Start	Finish	Estimated Duration
<i>Engineering and Procurement</i>			
Receive Certificate for Construction	Feb-2024	Feb-2024	-
EPC RFP / Contracting	Feb-2024	Oct-2024	258 days
Design / Engineering	Nov-2024	Jun-2025	217 days
Major Equipment Procurement	Jan-2023	Aug-2025	944 days
Administrative Permits	Feb-2025	May-2025	118 days
<i>Construction</i>			
FNTP / On-site Mobilizations	Aug-2025	Aug-2025	-
Pile Install	Sep-2025	Dec-2025	74 days
Racking Install	Nov-2025	Jan-2026	76 days
Module Install	Feb-2026	Apr-2026	76 days
Mechanical Completion	Jul-2026	Jul-2026	-
Placed-in-Service	Jul-2026	Jul-2026	-
Commissioning	Jul-2026	Sep-2026	89 days
Substantial Completion	Sep-2026	Sep-2026	-
Final Completion	Nov-2026	Nov-2026	-

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-4:

Refer to Case No. 2020-00392.2

- a. Provide the number of miles between the Song Sparrow project and the McCracken County Solar, LLC (McCracken County Solar) project.
- b. Provide any overlaps in the projected construction schedules of the Song Sparrow project and the McCracken County Solar project.
- c. Describe what steps have been taken to communicate with the developers of McCracken County Solar to limit the adverse impacts of the projects. If no contact has been initiated, explain when that will occur.

Response:

- a. McCracken County Solar is located approximately 8 miles northeast of Song Sparrow Solar.
- b. Articles published by *The Paducah Sun* suggest the McCracken County Solar project has been placed on hold indefinitely. Overlap in the projected construction schedules are not anticipated, however regardless of any potential overlap, Song Sparrow Solar does not expect any observed adverse impacts between the two projects given the considerable distance.
- c. No communication or coordination has occurred with McCracken County Solar to date. If both projects are constructed around the same time, Song Sparrow Solar will initiate correspondence with McCracken County Solar prior to the planned start of construction.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-5:

Provide the company that will employ the individuals that are or will be responsible for ensuring compliance with the statements in the application and any conditions imposed by the Siting Board during construction and operations of the project.

Response: Clearway Energy Group LLC will employ the individuals that will be responsible for ensuring compliance with the statements in the application and any conditions imposed by the Siting Board during construction and operations of the Project.

Witness: Nick Benjamin

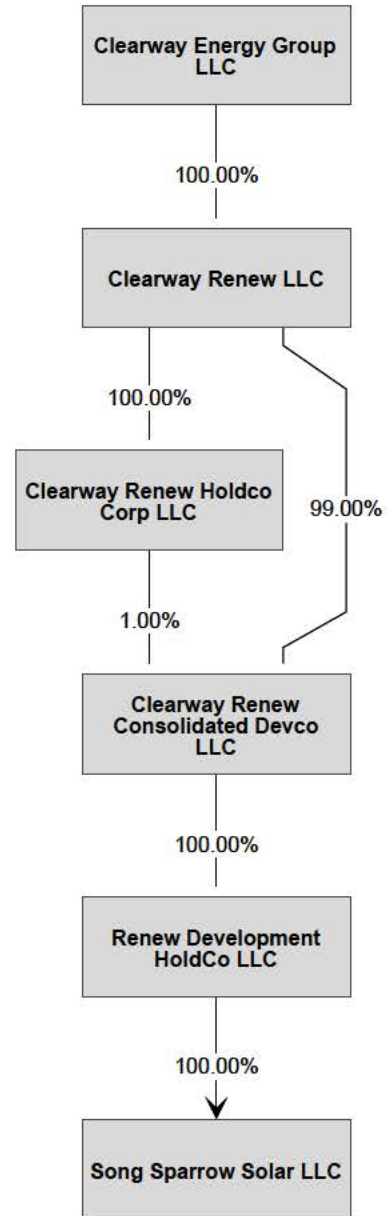
Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-6:

Refer to the Application, Record of Environmental Violations, page 16. Provide the entities with a direct ownership interest in Song Sparrow. Also provide the corporate structure of those entities.

Response: Entities with a direct ownership interest in Song Sparrow Solar LLC and the corporate structure of those entities is provided as an exhibit below.

Witness: Nick Benjamin



Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-7:

Provide a list of permits that will be required from any other local, state, or federal agencies for the project. Include in the response the status of those permits.

Response: All necessary air, water, and waste permits and authorizations will be obtained before construction and operation of the Project. Provided as an exhibit below is a list of potential permit authorizations that are expected to be received, if applicable, during Project development. However, the final Project design will determine which permits will be required.

Witness: Joshua Adams

**Environmental Permit Matrix
Song Sparrow Solar Project
Ballard County, Kentucky**

Regulation	Regulatory Authority	Authorization	Activities	Likelihood to Obtain
Federal				
Clean Water Act Section 404 and/or Section 10	U.S. Army Corps of Engineers (USACE)	Individual or Nationwide Permit	Placement of Dredge or Fill Material in a Waters of the U.S.	To be Determined
National Historic Preservation Act (NHPA) Section 106 Cultural and Archaeological Archaeological and Historic Preservation Act (AHPA) Compliance	Kentucky Heritage Council – State Historic Preservation Office (KHC-SHPO)	KHC-SHPO Concurrence as Non-Eligible, KHC- SHPO Concurrence with Implementation Plan, KHC SHPO Concurrence with Avoidance	Required if cultural resources are found based on cultural site surveys and historic properties analysis. Cultural resources are those resources greater than 45 years	To be Determined
Endangered Species Act (ESA) of 1973, as amended	U.S. Fish and Wildlife Service	Section 7 Biological Opinion or Biological Concurrence Letter	Federal Endangered Species Act-Listed Species and/or Critical Habitat presence	Low
Migratory Bird Treaty Act (MBTA) of 1918, as amended	U.S. Fish and Wildlife Service	Incidental Take Permit (ITP)	Required for Federal agencies authorizing, funding, permitting, or carrying out an action. Prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the USFWS.	Low
Bald and Golden Eagle Protection Act (BGEPA) of 1940, as amended	U.S. Fish and Wildlife Service	Incidental Take Permit (ITP)	Required for Federal agencies authorizing, funding, permitting, or carrying out an action. Prohibits the take of bald and golden eagles without prior authorization by the USFWS. Take includes the killing, injuring, or disturbing of present or nesting eagles.	Low
Spill Prevention, Control, and Countermeasures (SPCC) Plan	U.S. Environmental Protection Agency	No formal approval required	Before a facility is subject to the SPCC Rule, it must meet three criteria: 1) it must be non-transportation-related; 2) it must have an aggregate aboveground storage capacity greater than 1,320 gallons or a completely buried storage capacity greater than 42,000 gallons; and 3) there must be a reasonable expectation of a discharge into or upon navigable waters of the United States or adjoining shorelines.	High
75 FR 42296 Safe, Efficient Use and Preservation of the Navigable Airspace	Federal Aviation Administration (FAA)	Notice of Proposed Construction or Alteration (FAA Form 7460-1)	Any person/organization who intends to sponsor construction or alterations that are 200 feet above ground level must notify the Administrator of the FAA	Low
Floodplain Development Permit	FEMA – Kentucky Energy and Environment Cabinet	Floodplain Development Permit	Construction of structures within a 100-year floodplain	Low
State				
KRS Chapter 278 and 807 KAR 5:110	Kentucky Electrical Generation and Transmission Siting Board	Siting Board Approval	Merchant plants with a generating capacity of 10 megawatts or more and for non-regulated transmission lines capable of carrying 69,000 volts or more	Required
Clean Water Act Section 401	Kentucky Division of Water (KDOW)	Water Quality Certification	Water quality impacts; Placement of Dredge or Fill Material in a Waters of the U.S.	To be Determined
Section 106 Cultural and Archaeological Resources (see above).	Kentucky Heritage Council (KHC) and State Historic Preservation Office (SHPO)	KHC/SHPO Approval (see above)	Any federally funded or permitted project with the potential to impact cultural resources	To be Determined

Regulation	Regulatory Authority	Authorization	Activities	Likelihood to Obtain
Kentucky Endangered Species Protection	Kentucky Department of Fish and Wildlife Resources (KDFWR)	State Threatened and Endangered Species	Take of a Kentucky-listed endangered or threatened species	To be Determined
Federal Water Pollution Control Act/Kentucky Pollutant Discharge Elimination System	KDOW	Kentucky Pollutant Discharge Elimination System (KPDES)	If fuel tanks are present and/or surface disturbance is greater than 1 acre	Required
Kentucky KYR100000 Construction General Permit for Discharges from Construction Activities	KDOW	Construction General Permit for Discharges	Storm water runoff from construction areas >1 acre	Required
Commercial Driveway Permit	Kentucky Transportation Cabinet (KYTC) Department of Highways	Application for Encroachment Permit	Construction of a driveway within KYTC right-of-way	To be Determined
House Bill 4 (HB4)	Energy and Environment Cabinet, Division of Waste Management	EEC has proposed regulations, which are not yet final. If promulgated, the regulations may require compliance activities.		Required
Local				
No formal regulation cited	Ballard County Fiscal Court	Electrical Permit	Installation of electrical wiring	Required

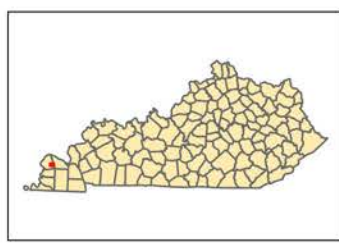
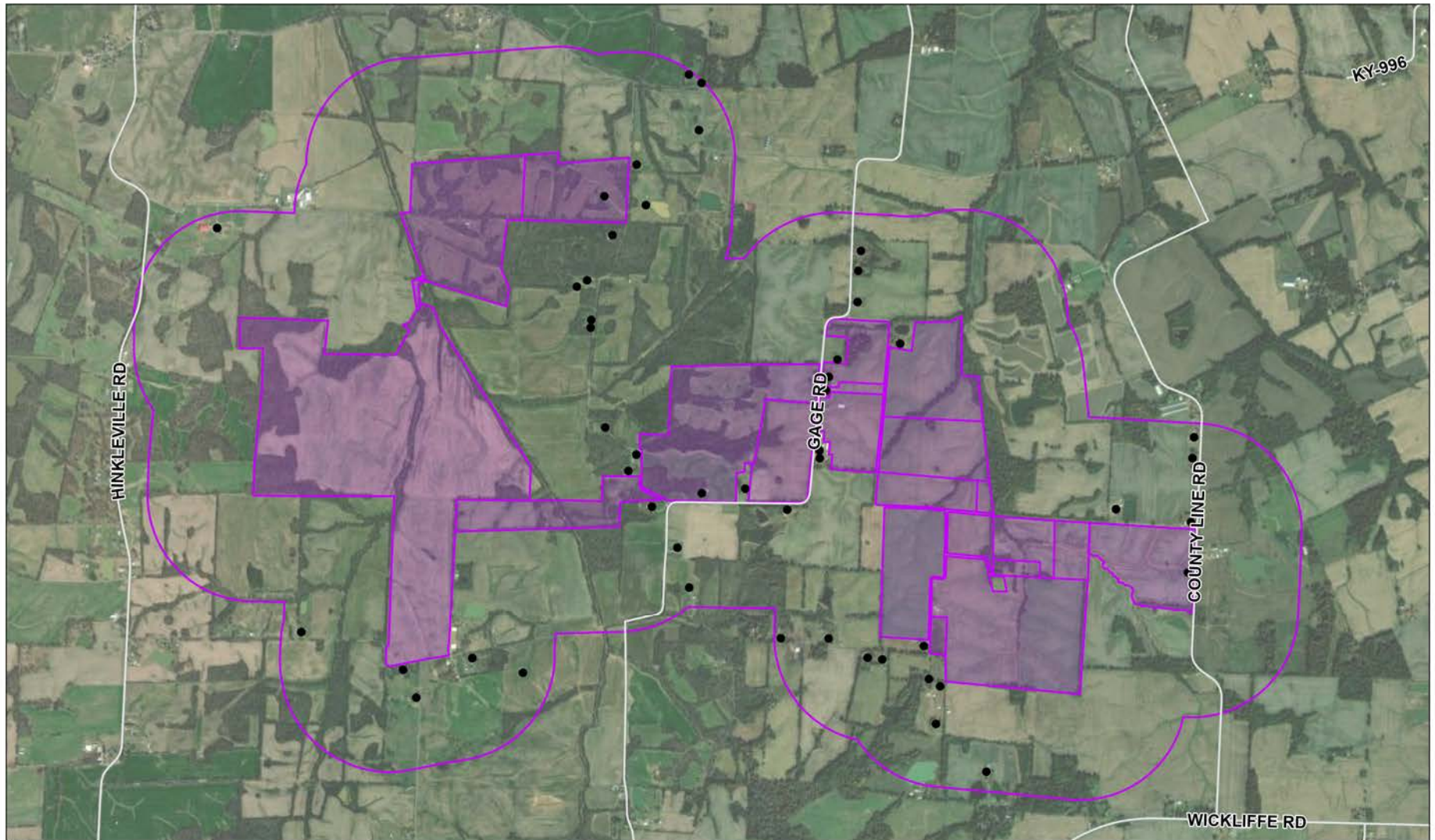
Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-8:

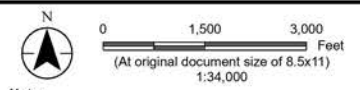
Refer to the Application, Attachment A, Context Map. Provide an updates context map that includes a 2,000-foot radius around the project site. Also include in the context map any notable community structures, other than schools and churches, within the 2,000-foot radius.

Response: This information is being provided as an exhibit below. Song Sparrow Solar is not aware of any community structures, including schools and churches, within the 2,000-foot radius.

Witness: Joshua Adams



- Potential Project Footprint Area
- 2000ft Buffer
- Residential Structure



- Notes**
1. Coordinate System: NAD 1983 StatePlane Kentucky FIPS 1600 Feet
 2. Data Sources: Stantec, Google Earth
 3. Background: ESRI World Imagery

Project Location
Ballard County, Kentucky

Prepared by TCN on 2023-08-23
TR by LC on 2023-08-30
IR by SK on 2023-08-30

Client/Project
Cleary Energy Group LLC
Song Sparrow Solar Project

172607907

Figure No.
1

Title
2,000 Foot Radius Map



Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-9:

Refer to the Site Assessment Report (SAR), Appendix B, Preliminary Site Layout.

Explain whether there will be vegetation clearing for construction. Provide in the response the number of acres that will be cleared and any permits that will be required.

Response: Approximately 98 acres of vegetation clearing is contemplated in the preliminary project design. There are no permits anticipated to be obtained for vegetation clearing however, activities will be initiated after the KYR10-Stormwater Construction General Permit is authorized.

Witness: Joshua Adams

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

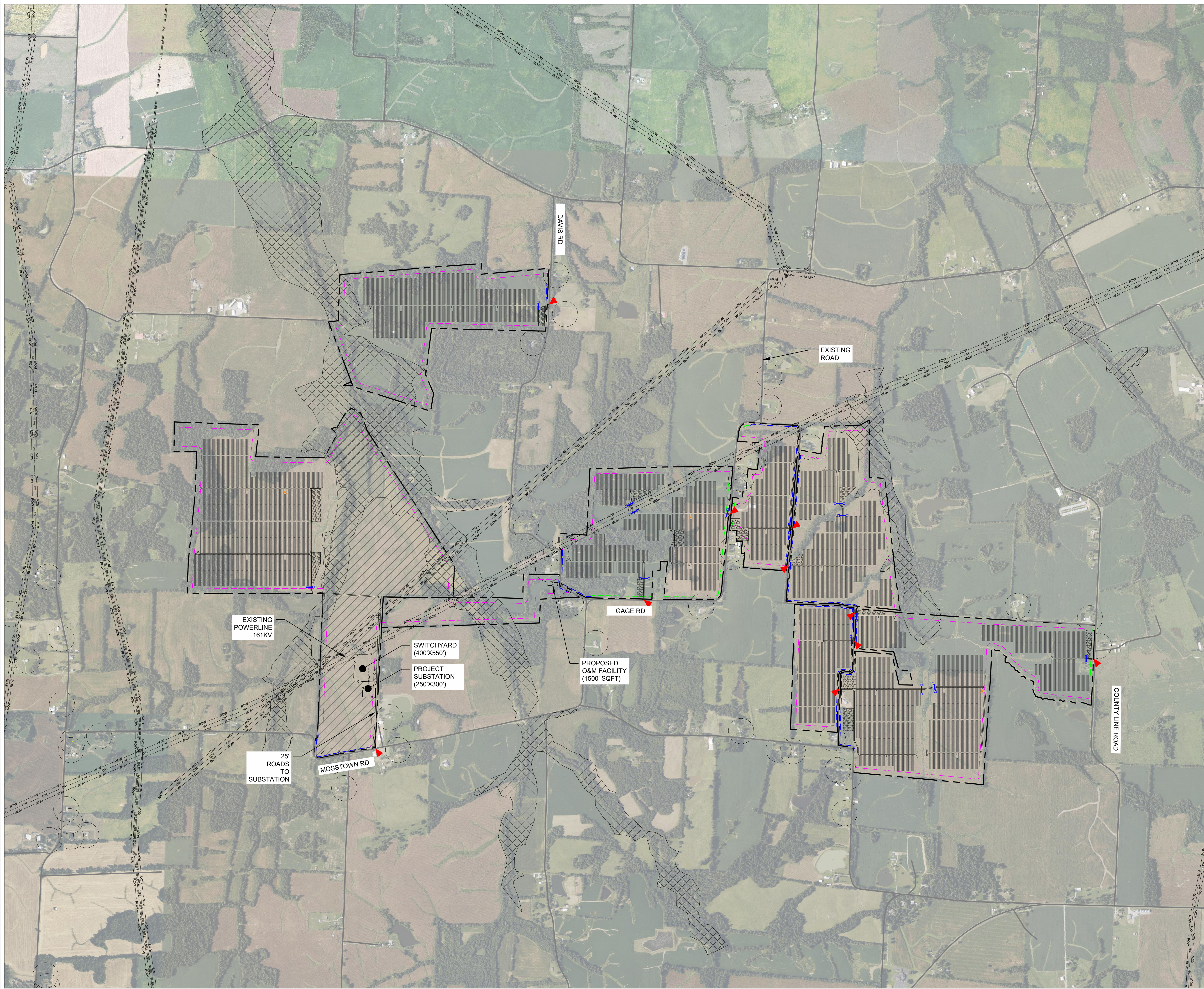
Siting Board 1-10:

Refer to the SAR, Appendix B, Preliminary Site Layout. Provide a one-page site map that includes:

- a. Construction entrances.
- b. Operations entrances.
- c. Operations and maintenance (O&M) area.
- d. Meteorological station.
- e. Laydown areas.
- f. Solar array.
- g. Substation.
- h. Transmission line.

Response: This information has been provided as an exhibit below.

Witness: Nick Benjamin



- SHEET NOTES:**
1. LOCATIONS SHOWN ARE FOR GENERAL GUIDANCE ONLY. SLOPES OF THE SITE ARE NOT DEPICTED AND LOCATIONS MUST BE VERIFIED ON SITE BEFORE INSTALLATION.
 2. FINAL STRING SIZING TO BE CONFIRMED BY ENGINEER-OF-RECORD.
 3. CROSSINGS LOCATIONS INDICATE APPROXIMATE ROAD AND DC CROSSINGS AT EXISTING FEATURES. MV COLLECTION CROSSINGS ARE TBD AFTER MV COLLECTION LAYOUT. ALL CROSSINGS TO BE FINALIZED BY ENGINEER OF RECORD.
 4. SITE IS IN FEMA FLOOD ZONE A AND X.

REVAMP
ENGINEERING, INC.
428 13th St.
3rd Floor
Oakland, CA 94612
www.revamp-eng.com

THIS DOCUMENT IS THE PROPERTY OF REVAMP ENGINEERING, INC. AND CONTAINS CONFIDENTIAL INFORMATION. ITS RECEIPT OR POSSESSION DOES NOT CONVEY ANY RIGHTS TO REPRODUCE, MANUFACTURE, USE, OR SELL ANYTHING IT MAY DESCRIBE. NO PART IS TO BE DISCLOSED WITHOUT WRITTEN PERMISSION FROM REVAMP ENGINEERING, INC.

ENGINEER'S STAMP
PRELIMINARY - NOT FOR CONSTRUCTION

CLIENT
 Clearway

PROJECT NAME
SONG SPARROW SOLAR
SITE LOCATION
BALLARD COUNTY, KY
37.017164°, -88.912536°

- LEGEND**
- PROPERTY LINE
 - x - x - FENCE LINE
 - PROPOSED ROAD
 - EXISTING ROAD
 - OH — OH — EXISTING OVERHEAD ELECTRICAL
 - PROPOSED OVERHEAD ELECTRICAL
 - GAS — GAS — GAS LINE
 - SETBACK
 - 25' SECONDARY ROAD SETBACK
 - 50' PRIMARY ROAD SETBACK
 - 100' NON-PARTICIPATING LANDOWNER PROPERTY LINE SETBACK
 - ROW — ROW — RIGHT OF WAY
 - EXCLUSION AREA
 - EXCLUSION AREA
 - FEMA FLOOD ZONE A
 - GATE
 - CONSTRUCTION AND OPERATION ENTRANCES
 - METEOROLOGICAL STATION
 - LAYDOWN AREA

DRAWING ISSUE

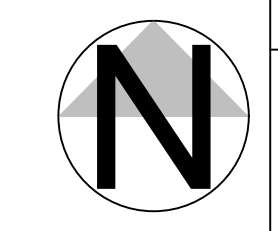
1	08/31/2023	KSB SUBMITTAL
2	10/16/2023	SUPPLEMENT

REVISION ISSUE

DRAWN BY: RS CHECKED BY: ET
PROJECT NO.: 21067
OVERALL SITE PLAN

DRAWING NUMBER
C102

1 OVERALL SITE LAYOUT
1" = 90'
0' 450' 900' 1800'



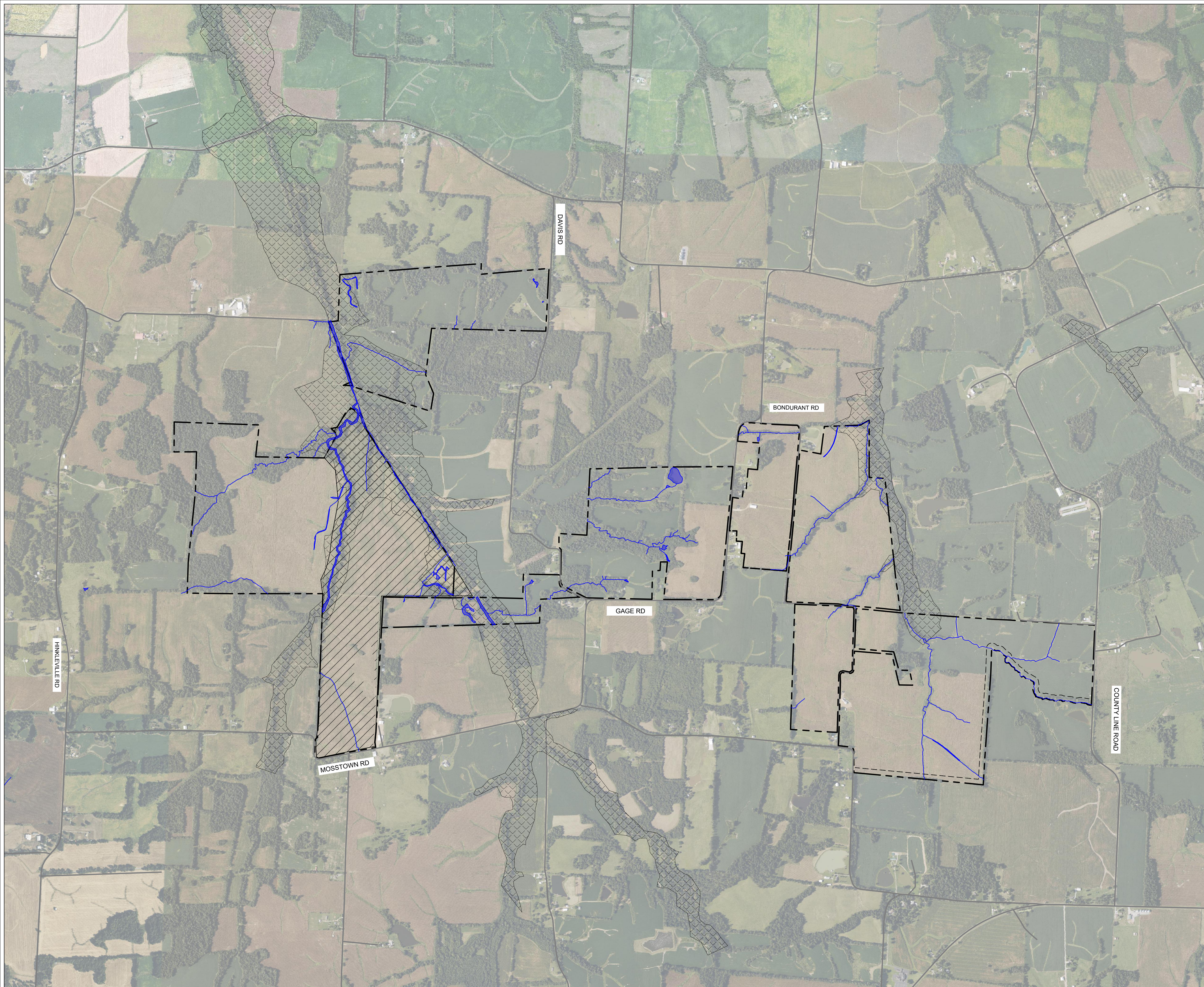
Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-11

Refer to the SAR, Appendix B, Preliminary Site Layout. Provide a one-page site map that contains the locations water features, including rivers, streams, lakes, and ponds. Also include any known or suspected karst features.

Response: This information has been provided as an exhibit below. According to USGS and Kentucky state karst mapping, the Project area is not anticipated to have karst features and geology on site. This will be further validated when onsite geotechnical investigations are completed.

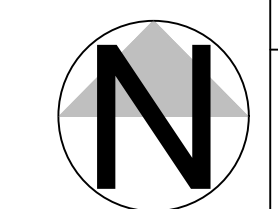
Witness: Nick Benjamin



LEGEND

	PROPERTY LINE
	EXISTING ROAD
	FEMA FLOOD ZONE A
	STREAMS, LAKES, WETLANDS, AND PONDS

1 EXISTING CONDITIONS
 1" = 900'
 0' 450' 900' 1800'



REVAMP
 ENGINEERING, INC.
 428 13th St.
 3rd Floor
 Oakland, CA 94612
 www.revamp-eng.com

THIS DOCUMENT IS THE PROPERTY OF REVAMP ENGINEERING, INC. AND CONTAINS CONFIDENTIAL INFORMATION. ITS RECEIPT OR POSSESSION DOES NOT CONVEY ANY RIGHTS TO REPRODUCE, MANUFACTURE, USE, OR SELL ANYTHING IT MAY DESCRIBE. NO PART IS TO BE DISCLOSED WITHOUT WRITTEN PERMISSION FROM REVAMP ENGINEERING, INC.

ENGINEER'S STAMP
PRELIMINARY - NOT FOR CONSTRUCTION

CLIENT
 Clearway

PROJECT NAME
SONG SPARROW SOLAR
 SITE LOCATION
 BALLARD COUNTY, KY
 37.017164°, -88.912536°

DRAWING ISSUE

1	08/31/2023	KSB SUBMITTAL
2	10/16/2023	SUPPLEMENT

REVISION ISSUE

DRAWN BY: RS CHECKED BY: ET
 PROJECT NO.: 21067
 DRAWING TITLE
ENVIRONMENTAL FEATURES

DRAWING NUMBER
C103

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-12:

Explain whether the perimeter security will be installed according to National Electric Safety Code (NESC) standards.

Response: Yes, the perimeter security fence will be installed according to National Electric Safety Code (NESC) standards.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-13:

Provide the security measures for the O&M areas and substation within the project's boundaries.

Response: Perimeter security fencing will be installed around the O&M area and substation, and gates will be closed and locked when not in use.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-14:

Refer to the SAR, Appendix B, Preliminary Site Layout, page 15. Explain the difference between Buffer Screen Type A and Buffer Screen Type B.

Response: Please see the descriptions included on page 16 (Drawing Number A103) of the SAR, Appendix B, Preliminary Site Layout, which are also included below:

GENERAL NOTES THAT APPLY TO ALL BUFFERS

- *EXISTING VEGETATION WITHIN LANDSCAPE BUFFER AREAS SHALL REMAIN TO THE EXTENT POSSIBLE.*
- *QUANTITIES AND PLACEMENT OF PLANTS SHOWN ARE SCHEMATIC AND MAY VARY DEPENDING ON ACTUAL FIELD CONDITIONS. QUANTITIES SHOWN ARE PER EACH 100 LINEAR FEET OF AREA PROPOSED OR FRACTION THEREOF.*
- *IT IS NOT THE INTENT THAT THE SHRUBS PROPOSED FOR SCREENING SHALL BE SMALL GROWING OR BE SUBJECT TO ROUTINE PRUNING. INSTEAD, IT IS THE INTENT THAT ALL SHRUBS BE ALLOWED TO GROW AND MATURE NATURALLY, FORMING DENSE THICKETS OR MASSES FOR EFFECTIVE SCREENING PURPOSES.*
- *ADJUSTMENTS IN LOCATIONS AND PLANT MATERIALS SELECTIONS ARE SUBJECT TO THE EXISTING UTILITY EASEMENTS AS APPLICABLE. PLANTS SELECTIONS AND LOCATIONS PROPOSED WITHIN UTILITY EASEMENTS MUST BE APPROVED BY THE OWNING UTILITY.*

SCREENING DESCRIPTION LANDSCAPE BUFFER "A"

- *LANDSCAPE BUFFER "A" PROPOSES A STAGGERED OFFSET ROW OF LARGE SHRUBS IN VARYING COMBINATIONS TO CREATE A NATURALIZED NATIVE*

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

BUFFER. THIS BUFFER UTILIZES 10 LARGE GROWING SHRUBS PER EACH 100-FOOT SEGMENT. PLANTS SHALL BE PLACED TO MAXIMIZE SCREENING EFFECTIVENESS AND TO KEEP SHADOWS FROM MATURE GROWTH FROM ENCROACHING ONTO THE SOLAR PANELS, REDUCING THEIR EFFICIENCY. SPACE IS ALLOTTED TO ALLOW FOR AIR FLOW AND WILDLIFE MOVEMENT. SHRUBS SHALL BE PLACED IN GROUPS OF MINIMUM 3, MAXIMUM 5 OF EACH TYPE PROPOSED. SPECIES SELECTION SHALL VARY FOR MAXIMUM DIVERSITY.

SCREENING DESCRIPTION LANDSCAPE BUFFER "B"

- *LANDSCAPE BUFFER "B" PROPOSES A COMBINATION OF 3 EVERGREEN TREES AND 5 LARGE SHRUBS PER EACH 100-FOOT SEGMENT. PLANTS SHALL BE PLACED TO MAXIMIZE SCREENING EFFECTIVENESS AND TO KEEP SHADOWS FROM MATURE GROWTH FROM ENCROACHING ONTO THE SOLAR PANELS, REDUCING THEIR EFFICIENCY. SPACE IS ALLOTTED TO ALLOW FOR AIR FLOW AND WILDLIFE MOVEMENT. SHRUBS SHALL BE PLACED IN GROUPS, MAXIMUM 3. TREES SHALL BE RANDOMLY PLACED IN GROUPS OF 3 PER EACH 100-FOOT SEGMENT. TREE TYPES SHALL VARY BETWEEN SEGMENTS. SHRUB SPECIES SELECTION SHALL VARY FOR MAXIMUM DIVERSITY. ACTUAL PLANT SELECTION MAY VARY DEPENDING ON EXISTING OVERHEAD AND UNDERGROUND UTILITIES PRESENT.*

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-15:

Refer to the SAR, Appendix B, Preliminary Site Layout, page 15. Explain why it was decided that different areas of the project need different types of vegetative buffers.

Response: Song Sparrow Solar evaluated various vantage points and determined the proposed vegetative screening design was optimal for those locations based on observed topography, grade, and other factors. Further, feedback received from nearby non-participating landowners was considered when proposing vegetation type, species, placement, spacing, and overall aesthetics.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-16:

Explain whether any existing structures on the project site will be demolished during construction.

Response: Song Sparrow Solar is aware of several existing structures that are planned to be removed before or during construction. Based on the preliminary design, the structures anticipated to be removed include the following:

- An unused and abandoned barn located on parcel 66-20
- An unused and abandoned grain silo located on parcel 72-14
- A small barn located on parcel 66-30-01

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-17:

Provide a copy of the stormwater management plan for the project.

Response: Stormwater management will be designed during civil engineering later in the development phase. Prior to construction, a Stormwater Pollution Prevention Plan (SWPPP) will be drafted, filed with a Notice of Intent in accordance with the KYR10-Stormwater Construction General Permit, and finalized prior to the start of construction.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-18:

Provide any geotechnical reports for the project.

Response: A preliminary desktop geotechnical report is provided as an exhibit below. Song Sparrow Solar has not yet performed on-site geotechnical investigations but plans to do so during the civil engineering phase.

Witness: Nick Benjamin



Song Sparrow

Approximate center of site: Latitude 37.0196° N Longitude 88.9058° W
Ballard County, Kentucky

Clearway Energy Group, LLC.
San Francisco, California

Terracon Project No. GR225870
January 10, 2023

Your Stage1 Representatives:

Allie M. Fletch
Assistant Project Manager
Allie.Fletch@terracon.com

GEOTECHNICAL CONSIDERATIONS and corresponding NEXT STEPS prepared by Jackson Daugherty and reviewed by:

Benjamin W. Taylor, P.E., P.G.
Principal
Benjamin.Taylor@terracon.com

Reviewed by Terracon Subject Matter Expert: James (Jimmy) M. Jackson, P.E. (FL)

Visit the
CLIENT PORTAL >
to get the most out of
your Stage1 experience!

Environmental



Facilities



Geotechnical



Materials



SUMMARY OF POTENTIAL CONSTRAINTS AND NEXT STEPS

The following is a summary of constraints identified for the site. Please refer to the respective considerations sections of the report for more details.

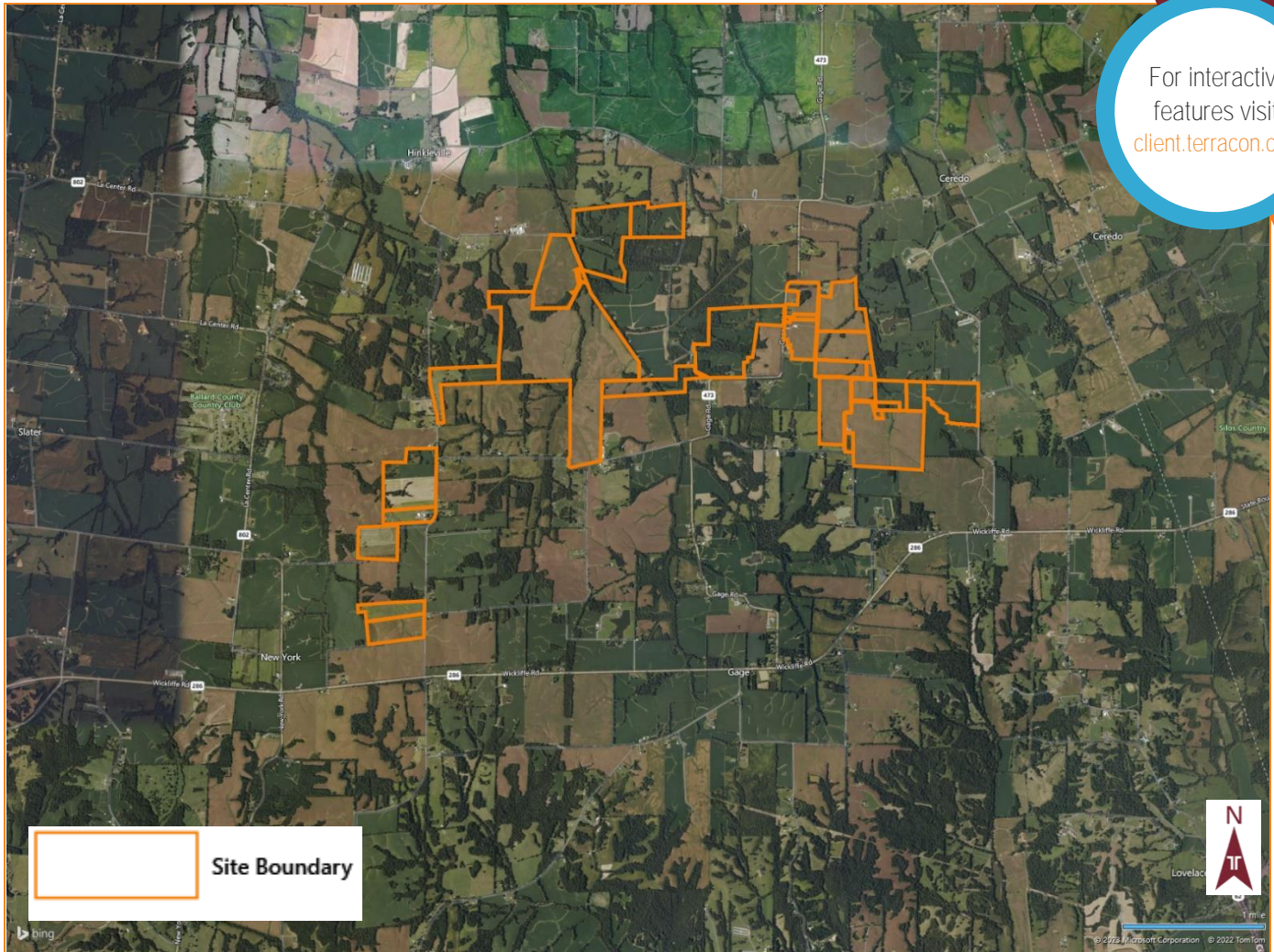
GEOTECHNICAL

- Based on our familiarity with solar array foundations located within the Ohio River Valley, pile embedment depths of 5 feet will not likely be sufficient. Pile load testing programs should consider deeper embedment depths.
- Frost depths are anticipated to range from 1 to 2 feet. Consideration for frost heave should be utilized when developing the pile load testing program.
- Due to anticipated shallow groundwater, construction dewatering will likely be required, as well as permanent dewatering for below grade structures. Next Steps should include installation of piezometers to monitor groundwater depths.
- On-site soils are anticipated to be corrosive to concrete and/or steel. Next Steps should include laboratory corrosion testing.
- The site has a moderate liquefaction potential. Next Steps should include deep exploration, in-situ testing, geophysical testing, laboratory testing, and engineering analysis to evaluate liquefaction potential.
- Active faults are mapped on and within 4.5 miles of the site. Next Steps should include a more detailed fault study.

YOUR SITE

DEVELOPMENT DESCRIPTION

- The site covers approximately 1,630 acres and is planned to be developed as a photovoltaic (PV) solar power facility. Site plans were not available at the time of this report.



See **INFORMATION SOURCES** for a detailed list of sources used to generate this figure.

EXPECTED LITHOLOGY

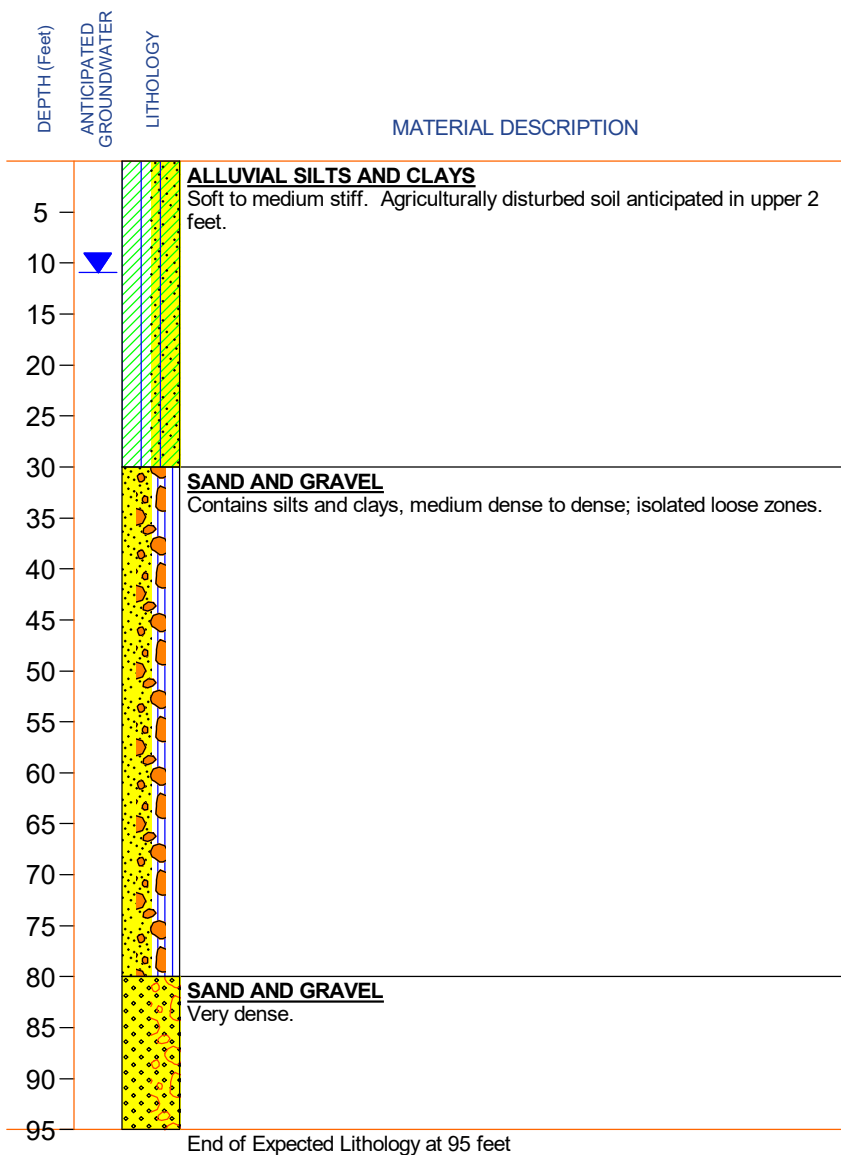
The **EXPECTED LITHOLOGY** noted below is subject to the **CONFIDENCE ESTIMATE** noted in the Stage1. The opinions of subsurface conditions are very preliminary in nature. These opinions must be validated with site-specific exploration and testing. See **METHODOLOGY AND LIMITATIONS** for additional clarification regarding the limitations to the following opinions and methods used to derive these opinions.

We have used a weighted average approach based on the following:

18 historical projects within a 9 mile radius were reviewed. Public data is consistent with our knowledge of the area. Jackson Daugherty has local experience in excess of 8 years.



Area Represented: Entire site



The **EXPECTED LITHOLOGY** was prepared as a part of this Stage1 report. It should not be utilized or distributed outside of this report. **COMMENTS** include, but are not limited to, potential variability of geology, lithology, and groundwater as noted.

GEOTECHNICAL CONSIDERATIONS

See Information Sources for a more detailed list of sources reviewed in determining the Geotechnical Considerations for the site. Potential constraints are addressed in this section.

TOPIC	COMMENTS
Anticipated foundation system	Shallow foundations will likely be suitable for lightly loaded structures and shallow driven steel piles should be suitable to support the racking system or electrical equipment. Transmission structures will be supported with direct embedment or drilled shaft foundations. We anticipate typical driven steel piles to be suitable for support of the panel racking systems and electrical equipment. Small concrete slab foundations could also be utilized for support of electrical equipment. Concrete slabs bearing on native medium stiff to very stiff fine-grained soils or medium dense sandy soils can assume an allowable bearing pressure of approximately 1,500 psf.
Anticipated excavation equipment	The near-surface soils are anticipated to be susceptible to disturbance upon initial exposure. Unstable subgrade conditions could also develop during general construction operations, particularly if the soils are wetted and/or subjected to repetitive construction traffic. Heavy equipment traffic directly on bearing surfaces should be avoided.
Conventional pile installation methods anticipated	Yes, pile driving and drilled hole refusal is not anticipated.
Anticipated pile embedment depth	8 to 11 feet.
Adfreeze stress based on frost heave	1,500 psf. Frost depths are anticipated to range from 1 to 2 feet.
Potential stress based on expansive soil heave (acting over box perimeter of the pile):	n/a
Anticipated seismic site class	D to F
Anticipated frost depth	24 inches
Bedrock constraints	Not anticipated
Blasting anticipated	Not anticipated
Groundwater constraints	Not anticipated
Dewatering anticipated	Due to the proximity of the Ohio River, shallow groundwater is anticipated and dewatering may be required in excavations deeper than 5 feet below existing grade.
Karst constraints	According to USGS and Kentucky state karst mapping, it is not anticipated to have karst features and geology on site.
Sinkholes	According to Kentucky state sinkhole mapping, sinkholes are not mapped on site.
Seismic liquefaction	Given the sites location in proximity to the New Madrid seismic zone seismic concerns may be applicable. Sands located below groundwater levels may be subject to liquefaction, a phenomenon characterized by sudden loss of strength and collapse under seismic loading. However, the potential for liquefaction could be further evaluated through additional site investigation to provide a better representation of the site and to investigate deeper soil zones. Liquefaction mitigation may not be feasible within the array area but

TOPIC	COMMENTS
	should be considered for critical infrastructure such as the substation and transmission line.
Settlement monitoring likely required	Not anticipated
Site usage	Historical images indicate that the site has primarily been used for agricultural purposes. Agricultural activities disturb upper material resulting in soft/loose material, likely requiring stabilization. Portions of the site appear to be developed with residential/agricultural structures. In our experience, there is an increased risk of encountering deleterious or unsuitable materials on a developed site.

NOTES ON GEOTECHNICAL CONSIDERATIONS

- Seasonal perched groundwater is anticipated at relatively shallow depths in portions of the site. Water seepage in excavations is possible and dewatering of excavations will need to be considered. Agricultural field drain tiles might be encountered and procedures to divert tile lines would be necessary where encountered.
- Site stripping and excavations on-site may encounter stable soils, but when existing soils become exposed to the elements or disturbed, they will likely lose strength and become unstable and difficult to rework without additional stabilization and effort. Soil stabilization methods using lime or cement may be required if construction occurs during inclement weather or limited drying times prevail.
- Based on available mapping, landslide concerns are not anticipated within the project area.
- Liquefaction may occur during a seismic event where loose granular soil is encountered below the water table. Liquefaction induced downdrag, settlement and lateral spreading should be evaluated for tower and substation foundations. It may not be feasible to mitigate liquefaction potential within the array area. A detailed seismic study will help determine the potential settlement. Flexible connections may provide additional risk mitigation for liquefaction induced settlement.
- Liquefaction induced downdrag can be evaluated with a more detailed seismic study. Seismic CPT (sCPT) and Shear Wave Velocity (MASW) testing can be utilized to evaluate potential liquefiable zones to aid in foundation design for critical structures.
- Relatively soft alluvial soils are anticipated at the site. The heterogenous nature of the material is such that soil consistency between exploration locations could vary significantly. Soft under consolidated silts and clays are anticipated at depth.
- Please review the Pivot Aware Report on the Client Portal for a visualization of mapped sources that were reviewed for geotechnical considerations as well as a downloadable copy of mapped areas.

NEXT STEPS

Below are our recommended next steps that will likely be needed to proceed with site development. To complete any of the Next Steps described below please contact Ryan Merrell at Ryan.Merrell@terracon.com.

GEOTECHNICAL

In order to characterize the subsurface conditions and provide design parameters, we recommend the following:

SERVICE	RECOMMENDED
Field exploration	<p>Yes: Standard Penetration Test (SPT) Borings as follows:</p> <p>For preliminary evaluation: Borings with associated standard penetration tests (SPT) within the array field (1 per 100 acres of development) to depths of 20 feet. One boring within the proposed substation footprint to a depth of approximately 50 feet.</p> <p>Cone penetration testing (CPT) may be utilized to support SPT drilling and aid in seismic design.</p> <p>The locations of our planned geotechnical explorations will be determined when a site plan is available.</p>
Test pits	Yes, at PLT locations to obtain samples for Thermal Resistivity.
Shear wave velocity testing to determine the seismic site class	Yes
Piezometer installation and monitoring	Yes
Laboratory testing	Yes
Fault study	Yes
Field electrical resistivity testing	Yes, using Wenner Method
Pile load testing	Yes
Site clearing	Yes
ASTM E1527-21 Phase I Environmental Site Assessment	Yes
Wetland Survey	Yes

INFORMATION SOURCES



<p>PUBLICLY AVAILABLE GIS DATA</p>	<p>Kentucky Geology Kentucky Water Wells and Springs</p>
<p>AERIAL IMAGERY</p>	<p>Terracon reviewed the following readily available historical aerial images and street view images available on January 3, 2023, to develop a limited history of previous site usage:</p> <p><i>Aerial Images</i> Google Earth Pro™</p> <p>Street View Images Google Maps, Google Earth Pro™</p> <p>The use of available aerial imagery resources is intended to help understand previous site usage. These images are widely spaced in time. They should not be considered appropriate for identifying all site activities which may have impacted subsurface conditions. A more comprehensive review of aerial imagery and/or site interviews would be required to further evaluate previous site usage.</p>
<p>OTHER SOURCES</p>	<p>Historical Terracon Data Pivvot Data Dictionary</p>

METHODS AND LIMITATIONS

METHODS

EXPECTED LITHOLOGY CONFIDENCE

Terracon has assigned confidence estimates for the datasets based on upon the engineer's local practice in the vicinity of the site. The engineer assigned a subjective confidence opinion of decreased, average, or increased for each of the following categories:

- Historical Project Data
- Local Experience
- Public Data

Using a weighted averaging approach, we derived an overall confidence interval in which historical project data was weighted more heavily than local experience which was weighted more heavily than public data. Decreased confidence implies that the level of available data and/or consistency is such that little confidence can be placed in the Geotechnical Considerations. Conversely, an increased confidence ranking implies that sufficient data and consistency exists to derive a high confidence in the statement of expected lithology.

Regardless of the confidence ranking, actual conditions may vary significantly from the predicted conditions, and the expected conditions must be confirmed with site-specific exploration data, and significant variations from the expected conditions are possible.

LIMITATIONS

This report provides very preliminary opinions of siting and construction challenges that may be associated with the stated project plans for the stated property. Confirmation of opinions stated in this document is essential. Absence of a mapped resource does not mean that it is not present. Confirmation should include performing a site-specific evaluation consistent with the guidelines set forth in **NEXT STEPS**.

All parties are advised that any decisions or actions taken by any party based on the information contained herein, including decisions with financial implications are done solely at the risk of that party. By providing this information in this preliminary form, Terracon expressly disclaims any duties or obligations associated with the usage of this information for decision-making or design purposes.

In the event that changes to the nature, design, or location of the project, as outlined in this report, are planned, the preliminary conclusions and recommendations contained in this report shall not be used unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing. As the project moves into the design phase, Terracon should be retained to develop and complete a scope of work that includes site-specific explorations as noted in **NEXT STEPS**.

Terracon and Clearway Energy Group, LLC. recognize we have entered into an agreement that may contain certain confidential or non-disclosure obligations relating to our services. Clearway Energy Group, LLC. recognizes, however, that although such confidentiality obligations may be in place, those obligations do not create an exclusive relationship between the parties nor do those obligations create an exclusive ownership right to Clearway Energy Group, LLC. relating to the data in question. Terracon has the unfettered ability to provide similar services to any other party and use any public or previously available data for the service of others, even if included as part of this report, but Terracon will refrain from disclosing confidential information of Clearway Energy Group, LLC. which is provided by Clearway Energy Group, LLC. to the extent required by any applicable non-disclosure agreement.

Terracon does not represent the imagery reviewed to be a complete historical record of previous site usage, nor does Terracon validate the accuracy and sufficiency of the public domain sources that have been utilized.



Terracon Consultants, Inc. 13050 Eastgate Park Way, Ste 101 Louisville, KY 40223
(502) 456-1256 terracon.com

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-19:

Provide any communication with local emergency services on security and emergency protocols during construction and operations. If contact has not been made, explain when that contact will occur.

Response: No such communication with local emergency services has occurred to date, however the Ballard County Director of the Office of Emergency Management has attended several meetings with the Fiscal Court and Song Sparrow representatives and is generally aware of the Project. These activities typically occur once an EPC partner is selected for the Project, as these specialized contractors have established safety programs, and their involvement is crucial for effective planning and implementation of such protocols. We expect to select an EPC partner in late-2024, at which time the Project will plan to engage on such protocol training.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-20:

The National Pipeline Mapping System indicates the Trunkline Gas Company 30-inch pipeline runs parallel to the western-boundary of the project. Explain whether the project will cross the pipeline in anyway. Include in the response, any discussions with Trunkline Gas Company regarding the pipeline and any crossing agreements that must be obtained.

Response: The Trunkline Gas Company 30-inch pipeline is located outside of the Project boundary, and no Project infrastructure will be installed above this pipeline. Song Sparrow Solar has not initiated correspondence with Trunkline Gas Company and a crossing agreement is not expected to be needed.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-21:

Refer to the SAR, Compatibility with Scenic Surroundings, page 4. Provide any communication with the Barkley Regional Airport regarding the project.

Response: Song Sparrow Solar has not initiated communication with the Barkley Regional Airport. As mentioned in the Glare Hazard Analysis attached as Appendix G to the Site Assessment Report, based on the preliminary design, no glare is predicted for the Barkley Regional Airport or the associated air traffic control tower.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-22:

Refer to the SAR, Compatibility with Scenic Surroundings, page 4. Provide the glare study.

Response: Song Sparrow Solar filed a Glare Hazard Analysis as Appendix G to the Site Assessment Report.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-23:

Refer to the SAR, Compatibility with Scenic Surroundings, page 4. Provide any communication with the Federal Aviation Administration (FAA) or the Kentucky Airport Zoning Commission regarding the project.

Response: The FAA Notice Criteria Tool was evaluated to determine if Song Sparrow Solar is required to file FAA Form 7460-1 (Notice of Proposed Construction or Alteration), and the results conclude Song Sparrow Solar does not exceed Notice Criteria. Based on the results of the FAA evaluation, communication with FAA or Kentucky Airport Zoning Commission has not been initiated.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-24:

Refer to the Application, Public Notice Report, pages 9-11. Provide the communications between Song Sparrow and the Ballard County School Superintendent. Include any concerns the Superintendent had about the project and what Song Sparrow proposed to alleviate the concerns.

Response:

In summary, our understanding of the concerns expressed by the Ballard County School Superintendent include the potential implications of an IRB and the associated exemption of existing tax parcels from the school district's tax roll, and the potential resulting impacts to the school district's tax revenues. Conversations are currently ongoing with both the Ballard County Fiscal Court and school district assessing the benefits of PILOT agreement payments and revenue sharing allocation if needed to ensure no adverse impact to the school district's tax revenues potentially resulting from the Project's proposed IRB. Communication has mostly occurred verbally, however the transpired email communication is provided below. Please note that personally sensitive information that is not relevant to the Siting Board's decision has been redacted from the document.

Witness: Nick Benjamin

Evan Good

From: Evan Good
Sent: Friday, February 3, 2023 2:05 PM
To: Allen, Casey
Subject: RE: Clearway Energy Introduction

Great – thanks for the heads up. We’ll budget some extra time in the event we get lost.

.....
Evan Good
[Redacted]

From: Allen, Casey [Redacted]
Sent: Friday, February 3, 2023 1:49 PM
To: Evan Good <Evan.Good@clearwayenergy.com>
Subject: RE: Clearway Energy Introduction

CAUTION: This message originated from an external sender.

If you have any issue finding us, feel free to call on my cell and I’ll talk you in. I’m not sure that most map sites have us updated on their system yet. We have only existed at this address for a year now.

My cell number is [Redacted]. Thanks!

Casey Allen, EdD
Superintendent
Ballard County Schools

From: Evan Good <Evan.Good@clearwayenergy.com>
Sent: Thursday, February 2, 2023 5:49 PM
To: Allen, Casey [Redacted]
Subject: RE: Clearway Energy Introduction

[External Email]: Use caution in opening links or attachments. Remember, Ballard County Schools will never ask for your username or password as part of any support interaction. Also, please don’t send any financial or personal information in email.

That would work great for us – we will plan to see you at 3pm on Tuesday. Thanks for making the time to meet with us on short notice – it is much appreciated.

I personally place importance in making meaningful connection in all parts of the communities that we work in, and will be very happy to share any project details and information about Clearway’s school programs that we can offer.

To confirm, your office is located at; 11 Vocational School Drive Barlow, KY?

Thanks again, and looking forward to speaking.

Evan

.....

Evan Good

From: Allen, Casey [REDACTED]
Sent: Thursday, February 2, 2023 5:22 PM
To: Evan Good <Evan.Good@clearwayenergy.com>
Subject: RE: Clearway Energy Introduction

CAUTION: This message originated from an external sender.

Thanks for reaching out, Mr. Good!

I have a 6pm meeting on Tuesday, Feb 7th. I could meet between the end of school (3pm) and the meeting (6pm) if that is not too brief of a window for you.

I think we do have solar-related questions...but based on the information we have received, our questions were for the Fiscal Court. You will be the second solar company to whom our questions have been deferred.

I'm very happy to meet...I really want to put some names and faces with the projects...but since the court is negotiating on behalf of the whole county (apparently), I'm not sure all of the questions I have are really for you all.

Let me know if the time window on the 7th will work. If not, I'm happy to connect on another one of your visits.

Casey Allen, EdD
Superintendent
Ballard County Schools

From: Evan Good <Evan.Good@clearwayenergy.com>
Sent: Thursday, February 2, 2023 3:09 PM
To: Allen, Casey <casey.allen@ballard.kyschools.us>
Cc: Barry Matchett <Barry.Matchett@clearwayenergy.com>
Subject: Clearway Energy Introduction

[External Email]: Use caution in opening links or attachments. Remember, Ballard County Schools will never ask for your username or password as part of any support interaction. Also, please don't send any financial or personal information in email.

Good afternoon Dr. Allen,

By way of introduction, my name is Evan Good, I am a developer for Clearway Energy. We are currently working on a solar energy project located in Ballard County, and I wanted to reach out to firstly introduce myself and make sure that you have my contact information.

I also understand that you might have some solar-related questions following the Ballard County Fiscal Court's Jan. 17th meeting, and I want to make sure that Clearway is available to discuss and answer any questions. Barry Matchett (Clearway External Affairs) and myself are going to be in town next week and are hoping to connect in person to discuss your questions and details of our local "Song Sparrow Solar" project. Are you available to meet on Tuesday 2/7 after school hours? No problem if not, we will be in town frequently and can find another time to connect.

Please don't hesitate to call me directly at any time at my number below.

Thank you,
Evan



Evan Good
Senior Associate, Development
M: [REDACTED]
evan.good@clearwayenergy.com
[Twitter](#) [LinkedIn](#)

Evan Good

From: Evan Good
Sent: Monday, March 20, 2023 4:55 PM
To: Allen, Casey
Subject: RE: Ballard County Schools

Sounds good – looking forward to it!

.....
Evan Good
[Redacted]

From: Allen, Casey [Redacted]
Sent: Monday, March 20, 2023 4:12 PM
To: Evan Good <Evan.Good@clearwayenergy.com>
Subject: RE: Ballard County Schools

CAUTION: This message originated from an external sender.

Yes sir. See you then!

Casey Allen, EdD
Superintendent
Ballard County Schools

From: Evan Good <Evan.Good@clearwayenergy.com>
Sent: Monday, March 20, 2023 3:08 PM
To: Allen, Casey [Redacted]
Subject: RE: Ballard County Schools

[External Email]: Use caution in opening links or attachments. Remember, Ballard County Schools will never ask for your username or password as part of any support interaction. Also, please don't send any financial or personal information in email.

1pm works great for us, same place as last time?

.....
Evan Good
[Redacted]

From: Allen, Casey [Redacted]
Sent: Monday, March 20, 2023 4:02 PM
To: Evan Good <Evan.Good@clearwayenergy.com>
Subject: RE: Ballard County Schools

CAUTION: This message originated from an external sender.

Good afternoon, Evan! Yes, I have time on Thursday, 3/23. [REDACTED]
[REDACTED] Can we schedule it for 1pm just to be sure that I'm here? If I'm available sooner, I could reach out to you and let you know...assuming your preference would be around lunch time.

If 1pm works for you, just let me know. If we want to shoot for 12pm, I can let you know when my appointment is done and we can go from there.

Casey Allen, EdD
Superintendent
Ballard County Schools

From: Evan Good <Evan.Good@clearwayenergy.com>
Sent: Monday, March 20, 2023 12:32 PM
To: Allen, Casey [REDACTED] Barry Matchett <Barry.Matchett@clearwayenergy.com>
Subject: RE: Ballard County Schools

[External Email]: Use caution in opening links or attachments. Remember, Ballard County Schools will never ask for your username or password as part of any support interaction. Also, please don't send any financial or personal information in email.

Sorry should specify for this Thursday (3/23).

.....
Evan Good
[REDACTED]

From: Evan Good
Sent: Monday, March 20, 2023 1:31 PM
To: 'Allen, Casey' [REDACTED] Barry Matchett <Barry.Matchett@clearwayenergy.com>
Subject: RE: Ballard County Schools

Hi Dr. Allen – Barry and myself will be in town this week, and were hoping to connect with you to check-in and provide an update. Do you have any availability around lunch or early afternoon for us to stop by the office?

Thanks,
Evan

.....
Evan Good
[REDACTED]

From: Evan Good
Sent: Tuesday, February 14, 2023 1:26 PM
To: Allen, Casey <[REDACTED]> Barry Matchett <Barry.Matchett@clearwayenergy.com>
Subject: RE: Ballard County Schools

Hi Dr. Casey – time well spent indeed! Thanks for the uplifting note (well-timed following the Eagles loss), and likewise, we truly appreciate your and the board's time and engagement.

We also look forward to working together on our project, and will reach back out once we have an update as we begin to dig into the details. In the meantime, of course please do reach out with any other questions.

Also, we hope to finalize the details of our public open house in the near-term, and will provide those details once available and welcome your participation. I maintain an open door policy – so please ring me anytime with questions directly at my number below.

Thanks,

Evan

.....
Evan Good

[Redacted]

From: Allen, Casey [Redacted]
Sent: Monday, February 13, 2023 9:19 AM
To: Evan Good <Evan.Good@clearwayenergy.com>; Barry Matchett <Barry.Matchett@clearwayenergy.com>
Subject: Ballard County Schools

CAUTION: This message originated from an external sender.

Good morning, Evan and Barry!

I just wanted to reach out and tell you both how much we appreciated you making time to meet with us last week. You provided us with both new and different information about solar farms in our county. We really appreciated your willingness to come meet with us in person and listen to our concerns. We all left the table feeling like the time meeting with you was time well spent!

I look forward to working with Clearway as you move forward in Ballard County.

Casey Allen, EdD
Superintendent
Ballard County Schools
Office: (270) 665-8400 ext 2001

[Redacted]



Evan Good

From: Evan Good
Sent: Tuesday, May 30, 2023 1:46 PM
To: Allen, Casey; Barry Matchett
Cc: Brandon Birney - Bandana Ag
Subject: Re: PILOT

Yes, 8am start works on our end. Looking forward to meeting.

Thanks,
Evan

Get [Outlook for iOS](#)

From: Allen, Casey [REDACTED]
Sent: Monday, May 29, 2023 10:52:23 AM
To: Evan Good <Evan.Good@clearwayenergy.com>; Barry Matchett <Barry.Matchett@clearwayenergy.com>
Cc: Brandon Birney - [REDACTED]
Subject: RE: PILOT

CAUTION: This message originated from an external sender.

Brandon let me know that is he available on Wednesday morning. Can we get started by 8am?

I will not be able to get these to my finance officer until tomorrow (Tuesday). I think we will be ready to talk about something on Wednesday.

Casey Allen, EdD
Superintendent
Ballard County Schools

From: Evan Good <Evan.Good@clearwayenergy.com>
Sent: Sunday, May 28, 2023 3:00 PM
To: Allen, Casey [REDACTED] Barry Matchett <Barry.Matchett@clearwayenergy.com>
Cc: Brandon Birney [REDACTED]
Subject: RE: PILOT

[External Email]: Use caution in opening links or attachments. Remember, Ballard County Schools will never ask for your username or password as part of any support interaction. Also, please don't send any financial or personal information in email.

That makes sense, and happy to provide you with the list of properties in the attached. We can walk through this sheet together in-person, and looking forward to the discussion once you've had a chance to review.

Will you have time to look these over in time for a meeting next week? If so, Wednesday morning would be best for us.

Either way, looking forward to seeing you again.

Enjoy the holiday weekend – thanks,

Evan

.....

Evan Good
(M) [REDACTED]

From: Allen, Casey [REDACTED]
Sent: Friday, May 26, 2023 4:39 PM
To: Evan Good <Evan.Good@clearwayenergy.com>; Barry Matchett <Barry.Matchett@clearwayenergy.com>
Cc: Brandon Birney - [REDACTED]
Subject: RE: PILOT

CAUTION: This message originated from an external sender.

I could be available on the morning of Tuesday, May 30th or Wednesday, May 31st. I'm not sure if Brandon Birney is available, though. Perhaps Brandon will see our email and respond; however, he is in the agriculture industry and they are very busy right now. It is also Friday afternoon going into a holiday weekend, so I'm not sure how connected he is to his email.

In order for us to have a two-way conversation about tax numbers, it would be beneficial for us to see the list of properties in advance of our meeting. While I'm interested to see your calculations, we would love to see the numbers and show you calculations from a different perspective. Absent a working knowledge of the properties in question and their current assessed values, we cannot show you the other side of the coin.

Casey Allen, EdD
Superintendent
Ballard County Schools

From: Evan Good <Evan.Good@clearwayenergy.com>
Sent: Friday, May 26, 2023 1:30 PM
To: Allen, Casey [REDACTED] Barry Matchett <Barry.Matchett@clearwayenergy.com>
Cc: Brandon Birney - [REDACTED]
Subject: RE: PILOT

[External Email]: Use caution in opening links or attachments. Remember, Ballard County Schools will never ask for your username or password as part of any support interaction. Also, please don't send any financial or personal information in email.

Good afternoon Dr. Allen, congratulations on another successful school year in the books! Hope you're able to enjoy some restful time off this summer.

Looking forward to seeing you at our townhall this upcoming Tuesday. Also curious if you've thought about the below, and if you'd be available to meet whenever we are in town to review the property tax numbers? We're available anytime on Tuesday before 4pm, or anytime on Wednesday.

Thanks, and please let us know if there is a good time for you, or if we should look further ahead in our calendars.

Evan

.....

Evan Good
(M) 814.895.0134

From: Evan Good
Sent: Tuesday, May 16, 2023 3:26 PM
To: Allen, Casey [REDACTED] Barry Matchett <Barry.Matchett@clearwayenergy.com>
Cc: Brandon Birney - [REDACTED]
Subject: RE: PILOT

Can't believe it's already that time of year, very exciting and congratulations to the class of 2023. Seems like a busy (and exhausting) week I'm sure, so best of luck and keep the coffee flowing!

Would next week be better for you? I will also be in town the week of the town hall, or we can look even further out. My schedule is largely flexible, so please let me know if there is a best date for you. We are preparing the list of properties and tax parcel analysis calculations to share with you and help guide our discussion.

The format of the meeting will be informational poster board stations manned by subject experts. We find this format provides a greater level of individual interaction, promotes participation and engagement, and opportunity for questions. Thank you for offering the school district's involvement, I'm not sure if we've previously done this for other projects, but I will discuss this with the project team and will certainly follow-up with you.

Thanks,
Evan

.....
Evan Good
(M) [REDACTED]

From: Allen, Casey <[REDACTED]>
Sent: Tuesday, May 16, 2023 12:28 PM
To: Evan Good <Evan.Good@clearwayenergy.com>; Barry Matchett <Barry.Matchett@clearwayenergy.com>
Cc: Brandon Birney - [REDACTED]
Subject: RE: PILOT

CAUTION: This message originated from an external sender.

No apologies needed. It is a busy time for all of us.

Unfortunately, this is our last week of school, so I have baccalaureate, graduation, and interviews to fill administrative positions all going on this week. Thursday and Friday are booked for me. Perhaps we can look further out at some dates?

If you would like us to have a real talk about numbers, a good starting point would be providing us with the list of properties currently under contract with Clearway. That was provided to us for the other solar project and it gave us a way to provide very real numbers on property values and the effect on our assessment and revenue. I think we discussed this at our last meeting.

I did receive the invitation to the public meeting on 5/30. It is currently on my calendar and I intend to attend. I'm not sure what the format will be or if there will be some interest in hearing the school district's perspective specifically; that would be good information for us to know going into the meeting.

Thanks, as always, for reaching out.

Casey Allen, EdD
Superintendent
Ballard County Schools

From: Evan Good <Evan.Good@clearwayenergy.com>
Sent: Tuesday, May 16, 2023 10:01 AM
To: Allen, Casey [REDACTED] Barry Matchett <Barry.Matchett@clearwayenergy.com>
Cc: Brandon Birney - Bandana Ag [REDACTED]
Subject: RE: PILOT

[External Email]: Use caution in opening links or attachments. Remember, Ballard County Schools will never ask for your username or password as part of any support interaction. Also, please don't send any financial or personal information in email.

Hi Dr. Allen – firstly, my apologies for a slow follow-up. And apologies for any miscommunication in our previous meetings, I should have been clearer.

Our intention has always been to be good partners in the community, and we fully intend to include the school district in the project's PILOT and made whole. To this end, and apologies for the short notice, but do you have availability this Thursday or Friday to meet in-person and review numbers together?

Lastly, and you may have already received a letter in the mail, but I also wanted to share the attached invitation via email and personally invite you and the school board to our upcoming town hall public meeting on 5/30. Meeting details are included in the letter, please be in touch with any questions, and we hope to see you there.

Thanks,
Evan

.....
Evan Good
(M) [REDACTED]

From: Allen, Casey <casey.allen@ballard.kyschools.us>
Sent: Wednesday, April 12, 2023 1:46 PM
To: Evan Good <Evan.Good@clearwayenergy.com>; Barry Matchett <Barry.Matchett@clearwayenergy.com>
Cc: Brandon Birney - Bandana Ag <bandanaag@gmail.com>
Subject: RE: PILOT

CAUTION: This message originated from an external sender.

I don't think that is how any of the three school-related people who were present heard the conversation, Evan. It is OK. I'm not trying to be difficult or confrontational; we just heard something else.

My notes from the meeting show that when the solar farm becomes functional...you referred to this as the "operational phase"...the landowner would continue to pay taxes on the agricultural rate and Clearway would make up the difference on taxes at the increased property value. This indicated to us a willingness to both acknowledge the increased value of the land and to make sure the school district was made whole on the taxes on that increased value.

I'll say again: I appreciate the work you all have done in prepping for this project. And certainly, Clearway has made a much better impression on school district leadership by reaching out, establishing and maintaining contact, and communicating in general. However, this issue is the very issue that we feel has been the stumbling block on the solar

farm conversation in our community all along. What we heard...or thought we heard...on Feb 7th was different. And, frankly, we liked what we heard. You will have to understand that we are now a little bit disappointed.

Still happy to talk with you again and receive your updates. Thanks for listening.

Casey Allen, EdD
Superintendent
Ballard County Schools

From: Evan Good <Evan.Good@clearwayenergy.com>
Sent: Monday, April 10, 2023 4:51 PM
To: Allen, Casey <[REDACTED]> Barry Matchett <Barry.Matchett@clearwayenergy.com>
Cc: Brandon Birney - [REDACTED]
Subject: RE: PILOT

[External Email]: Use caution in opening links or attachments. Remember, Ballard County Schools will never ask for your username or password as part of any support interaction. Also, please don't send any financial or personal information in email.

Dr. Allen – apologies on the slow follow-up – I was on the road for most of March! Hope you had a nice Easter. [REDACTED]

To your question below; if my memory serves correct from our first meeting, I believe that I was referring to a standard provision in our lease agreement that protect the landowner in the *event* that there is any increase in taxes owed. This does not mean that this is necessarily expected, but it wouldn't be fair or reasonable to place that exposure on individual landowners when we are the ones who are building the project. This is just a general and reasonable partner principle that ensures the project will keep the landowner whole regardless of circumstance. We don't expect landowners to be unfairly penalized due to our actions.

I obviously can't comment on the discussions that you've had with other companies – and don't know what experience other companies have in developing, constructing, owning and operating projects – but our leases have successfully served as the basis for hundreds of constructed projects with thousands of landowners across the country. This is a basic development principle that provides assurance to these individuals who we partner with.

Hope this was helpful in answering your question, but also happy to discuss this point further either over the phone or next time we are in town.

Also hoping to circle back here in the near term with more updates since our last conversation, however please be in touch with any other questions in the meantime.

Thanks,
Evan

.....
Evan Good
[REDACTED]

From: Evan Good
Sent: Tuesday, March 28, 2023 4:52 PM
To: Allen, Casey <[REDACTED]> Barry Matchett <Barry.Matchett@clearwayenergy.com>
Cc: Brandon Birney - Bandana Ag <[REDACTED]>
Subject: RE: PILOT

Hi Dr. Allen, good afternoon, and likewise thank you for taking time out of your schedule to meet with us, it is much appreciated.

I haven't forgotten about your email, I'm just traveling this week, and will make sure to set aside some dedicated time to provide a more thoughtful response.

Thanks,
Evan

.....
Evan Good

From: Allen, Casey [REDACTED]
Sent: Thursday, March 23, 2023 4:45 PM
To: Evan Good <Evan.Good@clearwayenergy.com>; Barry Matchett <Barry.Matchett@clearwayenergy.com>
Cc: Brandon Birney - [REDACTED]
Subject: PILOT

CAUTION: This message originated from an external sender.

Good afternoon, gentleman. Just wanted to thank you for another productive visit. I appreciate your willingness to schedule time and stop by to talk with me.

I tried to fill Brandon Birney, my board chair, in on our visit. I should have invited him to the meeting, but that ship has sailed. I did tell him about our discussion of the PILOT and that the initial conversation would likely be around revenue replacement at the agricultural rate. He mentioned a part of our conversation from your first visit with us that I had forgotten.

At some point during the first conversation (Feb 7th), one of you discussed that landowners would likely continue to pay the taxes on the property at the agricultural rate while Clearway would pick up the cost of any additional taxes due to the land being assessed at a higher rate. In other words, we were left with the impression that our revenue would increase because the property's assessed value would go up. Interestingly, my note from my first call with Tim Eifler include a comment from him that property assessments would go up. Granted, that call was on behalf of BrightNight, but it does make twice that we have been left with the impression that assessments would go up, which would (should) mean *increased* revenue for us.

When Brandon brought that up to me today, I did recall that being said. I reviewed my handwritten notes from Feb 7th and they, too, reflect that as part of our conversation. Brandon and I now wonder if there was a misunderstanding at our original meeting, or if there was a change made in the plan. Because you all have been pleasant to work with so far and seem quite genuine, I just wanted to send this question to you up front. I suspect that it might come up again.

Good to see you both today; thanks for taking the time to consider the question above.

Casey Allen, EdD
Superintendent
Ballard County Schools
Office: (270) 665-8400 ext 2001
Cell: [REDACTED]



Evan Good

From: Nick Benjamin
Sent: Monday, June 5, 2023 8:53 AM
To: Evan Good; Allen, Casey
Cc: Brandon Birney - Bandana Ag
Subject: RE: Thank you

My apologies, Dr. *Allen*. I inverted your first and last name. I have no excuse for doing that, as people do the same with my two first names all the time.

I won't let that happen again 😊

Have a good day.

Nick Benjamin
[REDACTED]

From: Nick Benjamin
Sent: Monday, June 5, 2023 8:46 AM
To: Evan Good <Evan.Good@clearwayenergy.com>; Allen, Casey [REDACTED]
Cc: Brandon Birney - [REDACTED]
Subject: RE: Thank you

Dr. Casey and Mr. Birney,

Hope you each had a good weekend. Thank you for the note below and for the productive meeting Wednesday morning. Evan and I appreciate the working relationship that you all / Ballard County Schools have been open to developing with Clearway. We look forward to continuing to work together in a transparent manner on this important matter and are planning to provide those follow-ups in short order. We are committed to a successful outcome for Ballard County Schools and for the Song Sparrow project and will be in touch soon.

nick

Nick Benjamin
[REDACTED]

From: Evan Good <Evan.Good@clearwayenergy.com>
Sent: Friday, June 2, 2023 2:21 PM
To: Allen, Casey <[REDACTED]> Nick Benjamin <Nick.Benjamin@clearwayenergy.com>
Cc: Brandon Birney - [REDACTED]
Subject: RE: Thank you

Likewise thank you both for taking the time to meet with us again during an otherwise busy time of year. And appreciate your attending the public meeting – pleasure as always to connect in-person, gentlemen.

It was a productive and successful week of discussion within the community for us. We will dig into the numbers next week, and will revert back with follow-ups from our meeting.

(p.s. on my list to microwave a donut over the weekend, and will let you know how it goes..)

Enjoy the weekend!
Evan

.....
Evan Good

From: Allen, Casey [REDACTED]
Sent: Wednesday, May 31, 2023 11:10 AM
To: Evan Good <Evan.Good@clearwayenergy.com>; Nick Benjamin <Nick.Benjamin@clearwayenergy.com>
Cc: Brandon Birney - [REDACTED]
Subject: Thank you

CAUTION: This message originated from an external sender.

Just wanted to thank you both for meeting with us again today. Evan, you were correct that Barry was on the previous email thread, not Nick. Sorry Nick, I thought you had been privy to some of our prior communication.

I appreciate both of you being willing to listen and discuss as we learn through this process!

Casey Allen, EdD
Superintendent
Ballard County Schools
Office: (270) 665-8400 ext 2001
[REDACTED]



Evan Good

From: Evan Good
Sent: Thursday, September 7, 2023 2:56 PM
To: Allen, Casey
Cc: Brandon Birney - Bandana Ag; Head, Jennifer - Ballard Co CFO; ballardjex@brtc.net
Subject: RE: Ballard County Schools

Good morning Dr. Allen, hope that you had a nice summer and a good start to the school year. I'm happy to share that we've recently and successfully submitted our application to the KY Siting Board for our construction permit. This effort has occupied most of our attention recently, but is an important milestone and will now free us up to discuss the IRB. We're looking forward to re-engaging with you on these discussions this fall.

I am traveling this week, but will follow-up with you once we nail down timing of next steps on our end. Does this work ok for you?

We are attending a general "solar workshop" on 9/19, that I imagine could include discussion about the IRB, however we don't have a set agenda and our understanding is this will be more of an open Q&A session.

Thanks,
Evan

.....
Evan Good
[REDACTED]

From: Allen, Casey [REDACTED]
Sent: Wednesday, September 6, 2023 7:18 AM
To: Evan Good <Evan.Good@clearwayenergy.com>
Cc: Brandon Birney - [REDACTED] Head, Jennifer - Ballard Co CFO
[REDACTED] ballardjex@brtc.net
Subject: Ballard County Schools

CAUTION: This message originated from an external sender.

Good morning, Evan. I was at a Ballard County Fiscal Court meeting last night and they referenced a visit from the Clearway team on Sept 19th. Judge Cooper indicated that would be a meeting to discuss IRB's.

Judge Cooper reminded the magistrates that Clearway had been asked to negotiate directly with the school district to make us whole. I just wanted to touch base with you today. My records show we haven't met or spoken since May.

Casey Allen, EdD
Superintendent
Ballard County Schools
Office: (270) 665-8400 ext 2001
[REDACTED]



Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-25:

Refer to the Application, Public Notice Report, pages 9-11. Provide any written comments, or a summary of oral comments, by members of the public regarding the project. Include in the response any changes in the project design that Song Sparrow has made due to those comments.

Response: Song Sparrow Solar has not received any written comments, however multiple opportunities have been made readily available to do so including offering a public comment box at the advertised public meeting, making a Project-specific email address available, and mailing notification and introduction letters to the adjacent non-participating property owners that included the contact information of Project representatives and offered individual meetings. Additionally, Project representatives have met with neighboring property owners, and have incorporated verbal feedback on vegetative screening specifications and fence type into the preliminary design.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-26:

Explain how Song Sparrow will coordinate with local property owners, or others, during construction about issues that could arise as a result of the construction.

Response: Song Sparrow Solar will develop a complaint resolution program for implementation during construction to provide an effective process for the identification and resolution of reasonable concerns by members of the community. The program will describe the procedure to file a complaint, community notification parameters, incident documentation, and commitment resolution. The complaint resolution program will be developed prior to construction.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-27:

Refer the Application, Attachment G, Economic Impact Report, page 13. Also refer to the Application, Attachment E, Public Meeting Documentation, page 4. Also refer to the SAR, Appendix F, page 8. All list different numbers for full time employment during operations.

State the correct number of full-time operational jobs.

Response: Song Sparrow Solar would like to correct the record and clarify that 3-to-5 full-time operational jobs are anticipated.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-28:

Refer to the SAR, Proposed Site Development Plan, Item 6, page 3. Provide the utility that will provide retail water during construction and operations.

Response: If water service is required during construction and operations, we understand that groundwater well resource is common in Ballard County, and anticipate the Project will use existing onsite wells, install new wells, or transport water to the Project site via water trucks. If retail water service is needed, it will be requested from the nearest provider with adequate service. Song Sparrow Solar acknowledges that the following utilities may provide water service in the area: La Center Municipal Water Co, Wickliffe Municipal Water System, and Kevil Water Department.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-29:

Refer to the SAR, Appendix D, Noise Analysis Report. Provide the source of the estimate of 84 dBA at 50 feet for pile driving. State whether that estimate came from the specifications of the pile driver to be used or from the United States Federal Highway Administration or United States Environmental Protection Agency.

Response: The source of the estimate of 84 dBA at 50 feet for pile driving is based on manufacturer information on the Vermeer PD10 pile driver that was used for noise modeling, and while the exact construction equipment has not yet been selected, this model is typical of the type of pile drivers used for solar post panel installation.

Witness: Joshua Adams

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-30:

Refer to the SAR, Appendix D, Noise Analysis Report, page 6. Explain the basis for the statement that solar pile drivers are quieter than other pile drivers.

Response: The basis of the statement is manufacturer information on the Vermeer PD10 pile driver, which indicates the equipment is quieter than pile drivers used for typical infrastructure Projects that are represented by the Federal Highway Administration data shown in the noise report.

Witness: Joshua Adams

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-31:

Refer to the SAR, Appendix D, Noise Analysis Report. Provide the distance at which the sound power level of the substation transformer was estimated.

Response: The sound power level of a piece of equipment is a characteristic of the equipment itself and does not have a distance associated with it. The sound pressure level generated by a piece of equipment at a location is dependent on distance from the equipment. The noise study used the substation transformer sound power level as input for the noise model and then estimated the resulting sound pressure level at residential receptors, with the closest receptor being 1,312 feet to the southeast as stated in Section 4.1 of the Noise Analysis (Appendix D of the Application).

Witness: Joshua Adams

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-32:

Refer to the SAR. Provide any mitigation measures that Song Sparrow Solar will be using for construction noise.

Response: Based on previous experience constructing solar projects, Song Sparrow believes that noise concerns resulting from pile driving activities are most effectively managed through limiting pile driving activities within a certain radius to certain hours during the day to avoid potentially impacting nearby receptors. To this end, Song Sparrow proposes to limit pile driving activities within 1,000 feet of potentially impacted receptors to 9AM-5PM Monday through Friday. Previous experience has shown this to be an effective method, and Song Sparrow believes that these measures will adequately address possible noise concerns.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-33:

Refer to the SAR, Appendix F, Traffic Impact Study.

Provide:

- a. Provide the weight limits of each local roadway to be used for construction traffic.
- b. Provide the number of worker vehicles traveling to the site each day during construction.
- c. The number and approximate weight classes of the heavy and light duty trucks anticipated on site per day during the construction phase.
- d. The estimated weight of the project's required substation transformer and the truck class necessary for its delivery.

Response:

- a. Weight Limits are based highway designations as established in KRS 189.221.
 - KY 286 and US 60 are AAA highways so 80,000 lbs weight limit.
 - KY 2532, KY 473, KY 358 are A highways so 44,000 lbs. weight limit.
 - All other roadways (Buchanan Rd., Davis Rd., Mosstown Rd., Boulton Ln., etc.) are 36,000 lbs. for any truck, semitrailer, truck / trailer unit (including load).

Trucks still must conform to posted bridge weight limits on its route and relevant axle weight limits. To my knowledge, there are no bridges with posted weight limits on routes in the vicinity of the study area.

- b. The number of worker vehicles traveling to the site each day during construction is not known. Construction workers will consist of laborers, equipment operators, electricians, supervisory personnel, support personnel, and construction management personnel. It is envisioned that workers will arrive/depart from passenger vehicles and trucks daily

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

during the AM (6:00 – 9:00 AM) and PM (3:00 –7:00 PM) peak hours. Equipment deliveries will occur on trailers, flatbeds, or other large vehicles at various times during the day. However, specific details concerning construction duration and intensity are not currently known.

- c. Specific details concerning the number and approximate weight classes of heavy and light duty trucks are not currently known. Specific details are expected to be identified once a contractor is selected for the project.
- d. Specific details are not yet finalized, however we estimate that the weight of the Project's required substation transformer will be between 200,000-250,000 lbs. and the expected truck class necessary for this delivery will be a Class 8 truck.

Witness: Joshua Adams

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-34:

Explain whether any traffic stoppages will be necessary to accommodate large truck deliveries. If yes, provide the expected locations, frequency and length of those stoppages.

Response: No traffic stoppages are anticipated to accommodate large trucks deliveries.

Extraordinary events may cause traffic stoppages. Some local (non-state) roads are narrow which may require a pull-off by any opposing traffic to allow a wide vehicle to pass by.

Witness: Joshua Adams

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-35:

Provide any communications with the Ballard County Road Department regarding permits or agreements necessary for the project. If no communication has been initiated, explain when that contact will occur.

Response: Song Sparrow Solar has previously held verbal communications with the Ballard County Judge Executive, who manages the Road Department, regarding which permits and agreements will be required for the Project. Further communication is expected on this topic between late-2023 and early-2024.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-36:

Provide any communication with the Kentucky Transportation Cabinet District Engineer regarding permits or agreements necessary for the project. If no communication has been initiated, explain when that contact will occur.

Response: Song Sparrow Solar has not engaged with the Kentucky Cabinet Road Department regarding permits or agreements necessary for the Project. Conversations are expected to be initiated late-2023 to early-2024.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-37:

Refer to the Application, Attachment G, Economic Impact Report, page 14. Provide the occupational taxes generated by the operations phase of the Project.

Response: Occupational tax income to Ballard County is relatively minor given the estimated 3-to-5 full-time operational jobs. As an example, assuming 5 full time jobs, that each pay an estimated \$50,000 annually, will generate approximately \$2,500 in county revenues (\$250,000 payroll times one percent tax rate).

Witness: Dr. Paul Coomes

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-38:

Explain whether Song Sparrow will pursue an Industrial Revenue Bond (IRB) and Payment In Lieu of Taxes Agreement (PILOT) with Ballard County. If yes, explain how that might change the cumulative tax revenues of the Project.

Response: Song Sparrow Solar is pursuing an IRB and PILOT with Ballard County. This has been taken into account in the tax revenue projections included in the Economic Report (Attachment G to the Application).

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-39:

Explain whether Song Sparrow intends to hire as many local workers for the construction and operations phases of the project as possible, all other qualifications for the positions being equal.

Response: Song Sparrow Solar partners with a specialized solar EPC contractor during construction who is responsible for selecting qualified sub-contractors and laborers. Labor is included in the EPC contractor's scope of work, however Song Sparrow Solar encourages the EPC to select local resources, whenever possible. Clearway's standard vetting and selection process includes working with our EPC partners on a framework to source and train local labor. This typically would include the EPC hosting local job fairs for individual laborers, and vetting processes for local sub-contractors.

Witness: Nick Benjamin

Case No. 2023-00256
Song Sparrow Solar, LLC
Response to Siting Board's First Request for Information

Siting Board 1-40:

Refer to the Application, Attachment H, Decommissioning Plan. Explain whether the lease agreements for the property contain additional decommissioning requirements.

Response: The Leases include a sample Decommissioning Plan that specifies default requirements in the absence of other prevailing regulation or authority and is intended to serve as an extra protection for the participating landowner. In this case, the default requirements included in the lease are superseded by the requirements in 2023 KY HB4 as the existing language included in the leases defer to prevailing requirements. Therefore, the HB4 requirements are covered in the Project's leases and there are no additional decommissioning requirements.

Witness: Nick Benjamin

**COMMONWEALTH OF KENTUCKY
BEFORE THE KENTUCKY STATE BOARD
ON ELECTRIC GENERATION AND TRANSMISSION SITING**

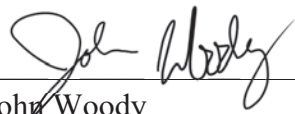
In the Matter of:

**In the Matter of the Electronic Application of Song)
Sparrow Solar LLC for a Certificate of Construction)
for an Approximately 104 Megawatt Merchant Electric) Case No. 2023-00256
Generating Facility in Ballard County, Kentucky)
Pursuant to KRS 278.700 and 807 KAR 5:110)**

CERTIFICATION

This is to certify that I have supervised the preparation of the Song Sparrow Solar LLC's responses to the Kentucky Siting Board on Electric Generation and Transmission Siting's First Request for Information and that the responses to the request are true and accurate to the best of my knowledge, information, and belief after reasonable inquiry.

October 20, 2023
Date



John Woody
Senior Vice President, Development