

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into by and between Landlord and Tenant (each a "*Party*" and collectively "*Parties*") as of the latest signature date below (the "Effective Date"). Now, therefore, for good and valuable consideration, the sufficiency of which is acknowledged, Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises on the terms and conditions of this Lease as follows:

Basic Terms and Conditions

<p><u>LANDLORD:</u></p> <p>Name and Address Donald and Linda Coltharp [REDACTED]</p> <p> Larry Kent and Amanda Guthrie [REDACTED]</p> <p> Kelly R. Lisanby [REDACTED]</p>	<p><u>TENANT:</u></p> <p>Name and Address Banjo Creek Solar LLC [REDACTED]</p> <p>Phone [REDACTED]</p> <p>E-Mail [REDACTED]</p>
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(1) Leased Premises	Landlord is the owner of approximately 434 acres in Farmington, Graves County, Kentucky further described in Exhibit A (the " <i>Property</i> "), in which Landlord desires to lease up to 251 acres as preliminarily depicted in Exhibit A-1 (the " <i>Leased Premises</i> ").
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
(6) Construction Period:	The period of time necessary to achieve the Placed in Service Date after the <u>Commencement of Construction</u> .
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

	[REDACTED]
(9) Landlocked Parcels	Tenant's designation and use of the Leased Premises or construction or development activities thereon shall not render any portion of the Property not included within the Leased Premises and which consists of five or more tillable, cropland acres without actual, physical access for vehicles and farm equipment to and from a publicly dedicated right-of-way.
[REDACTED]	[REDACTED]

The Parties agree that the Basic Terms and Conditions shall govern if any term(s) contained in the Exhibit(s) may be inconsistent or contradict in comparison. Capitalized terms used but not defined in the Basic Terms and Conditions section shall have the same meanings as that specified in the Exhibits. Landlord and Tenant may be referred to in this Lease collectively as the "Parties" and individually as a "Party."

The Exhibits listed below are incorporated herein by this reference and made a part of the Lease:

- Exhibit A: Property
- Exhibit A-1: Leased Premises
- Exhibit 1: General Terms and Conditions
- Exhibit 2: Form of Memorandum of Lease
- Exhibit 3: Purchase Option

IN WITNESS WHEREOF, the Parties hereto have executed this Lease to be effective as of the Effective Date.

[Signatures Follow]

[Empty space for signatures]

Landlord:

Signature:

Donald Coltharp

Donald Coltharp

Date:

10-24-21

Signature:

Linda Coltharp

Linda Coltharp

Date:

10/24/2021

Signature:

Larry Kent Guthrie

Date:

Signature:

Amanda Guthrie

Date:

Signature:

Kelly R Lisanby / POA Linda Coltharp

Kelly R. Lisanby

Date:

10/24/2021

Landlord:

Signature: _____

Donald Coltharp

Date: _____

Signature: _____

Linda Coltharp

Date: _____

Signature:  _____

Larry Kent Guthrie

Date: 10-25-21

Signature:  _____

Amanda Guthrie

Date: 10-25-21

Signature: _____

Kelly R. Lisanby

Date: _____

Tenant:

Banjo Creek Solar LLC

a Kentucky limited liability company


By: 
Name: JONATHAN F. BURKE
Title: PRESIDENT
Date: NOV. 12, 2021

EXHIBIT A

Property

The following real property located in Graves County, Kentucky:

PARCEL NO. III:

Being 167.0 acres of land in the northeast quarter of Section 15 T 2 R 2 E described as beginning at a post on the west line of the Farmington-Tri City Road at the K.M. Shockley northeast corner 30 feet west from the southeast corner of the quarter, and running thence north 1 ½ degrees west 164 poles along the west line of the Farmington-Tri City Road to the center of the Sedalia-Farmington Road; thence south 85 degrees west 162 ¾ poles along the north line of the quarter and the center of the Sedalia-Farmington Road to the northwest corner of the quarter; thence south 1 ½ degrees east 163 ¾ poles along the west line of the quarter and the Sam Andrus east property line to a post at the southwest corner of the quarter at the K. M. Shockley northwest corner; thence north 86 degrees east 162 ½ poles along the south line of the quarter and the K. M. Shockley north line to the point of beginning, and subject to the right of way of public roads.

[Continues on following page]

TRACT NO. 1: Being 163 ¼ acres of land in the southeast quarter of Section 15 T 2 R 2 E described as beginning at the intersection of the north line of the Sedalia-Brown's Grove Road with the west line of the Farmington-Tri City Road, and running thence south 85 degrees west 162 poles along the north line of the Sedalia-Brown's Grove Road to a large sweet gum tree on the west line of the quarter 30 feet north from the southwest corner of the quarter; thence North 1 ¼ degrees west 162 poles along an old fence line and trees on the west line of the quarter to a post at the northwest corner of the quarter; thence North 85 degrees east 162 ¼ poles along the north line of the quarter to a post on the west line of the Farmington-Tri City Road; thence south one (1) degree 20 minutes East 161 ¼ poles along the west line of the Farmington-Tri City Road to the point of beginning.

EXCEPT: 8.12 acres conveyed by Fredrick Coltharp and others to Walter K. Jones and wife, Frances A. Jones, by Deed dated June 13, 1973, recorded June 18, 1973, in Deed Book 239, Page 236, Graves County Court Clerk's Office, said 8.12 acres excepted being more particularly described as follows: "Being a tract of land out of the southeast corner of a 163 ¼ acre tract in the southeast quarter of Section 15 T 2 R 2 E described as beginning at a point in the center of the intersection of Kentucky Highways No. 339 and 564 at the southeast corner of the quarter and running thence north 1 ¼ degrees west 1004 feet along the center of Kentucky Highway #564 to a stake; thence south 88 ¼ degrees west 390 feet to a stake; thence south 1 ¼ degrees east 1025 ¼ feet to the center of Kentucky Highway #339; thence north 86 degrees east 390 feet along the center of Kentucky Highway #339 and the south line of the quarter to the point of beginning, and containing within the above description 9.08 acres of land, ~~except that~~ part of the same conveyed to the Commonwealth of Kentucky for highway purposes, leaving 8.12 acres of land within the boundary for conveyance off the original 163 ¼ acre tract.

EXCEPT: 2 acres, more or less, conveyed by Fredrick Coltharp and others to Billy G. Rodgers and wife, Joan N. Rodgers, by Deed dated August 27, 1973, recorded August 31, 1973, in Deed Book 240, Page 434, Graves County Court Clerk's Office, said 2 acres excepted being more particularly described as follows: "Being a lot fronting east on Farmington-Tri City Highway, Kentucky Highway #564, 306 feet and running back west the same width 285 feet from the center of said Farmington-Tri City Highway and containing two acres, more or less, and being out of a 163 ¼ acre tract identified as Tract #1 Parcel #5."

LESS AND EXCEPT: A 73.00 acre tract of land as shown on a Property Survey Plat for Donald Coltharp and wife, Linda Coltharp, prepared by Dennis Loper, KY RLS #3437, dated July 25, 2015, and shown of record in Plat Cabinet F, Slide 21, Graves County Court Clerk's Office.

TRACT I:
81-1/2 acres of land, more or less, being the West one-half of the SW Quarter of Section 15, Township 2, Range 2 East.

TRACT II:
Being 3 acres, more or less, off of and out of the Northeast corner of a 71 acre and 20 poles of land conveyed to W. E. Shelton by Ruth Baker, single, dated April 30, 1936, recorded May 14, 1936, in Deed Book 109, page 188, Graves County Court Clerk's Office and said 3 acre being reserved and excepted in a deed from W. E. Shelton, Jr., Executor, and others to Malcolm Jetton and wife, Naomi Jetton, dated April 25, 1968, recorded April 25, 1968, in Deed Book 210, page 147, Graves County Court Clerk's Office, and the 3 acre herein being conveyed being conveyed being more particularly described as follows:

[Continues on following page]

Beginning at the Northeast corner of the 71 acre and 20 poles tract, which is described in Deed Book 109, page 188, Graves County Court Clerk's Office; thence West along the North boundary line of the 71 acre and 20 poles tract to the West bank of Mayfield Creek; thence Southeasterly following the meanderings of the West bank of Mayfield Creek to the point where the said bank crosses the East boundary line of the 71 acre and 20 poles above mentioned; thence North along the East boundary line of the 71 acres and 20 poles above mentioned to the Northeast corner of the land which is the point of beginning and as set out above containing 3 acres, more or less.

TRACT III:

81-1/2 acres of land, more or less, being the East half of the SW Quarter of Section 15, Township 2, Range 2 East.

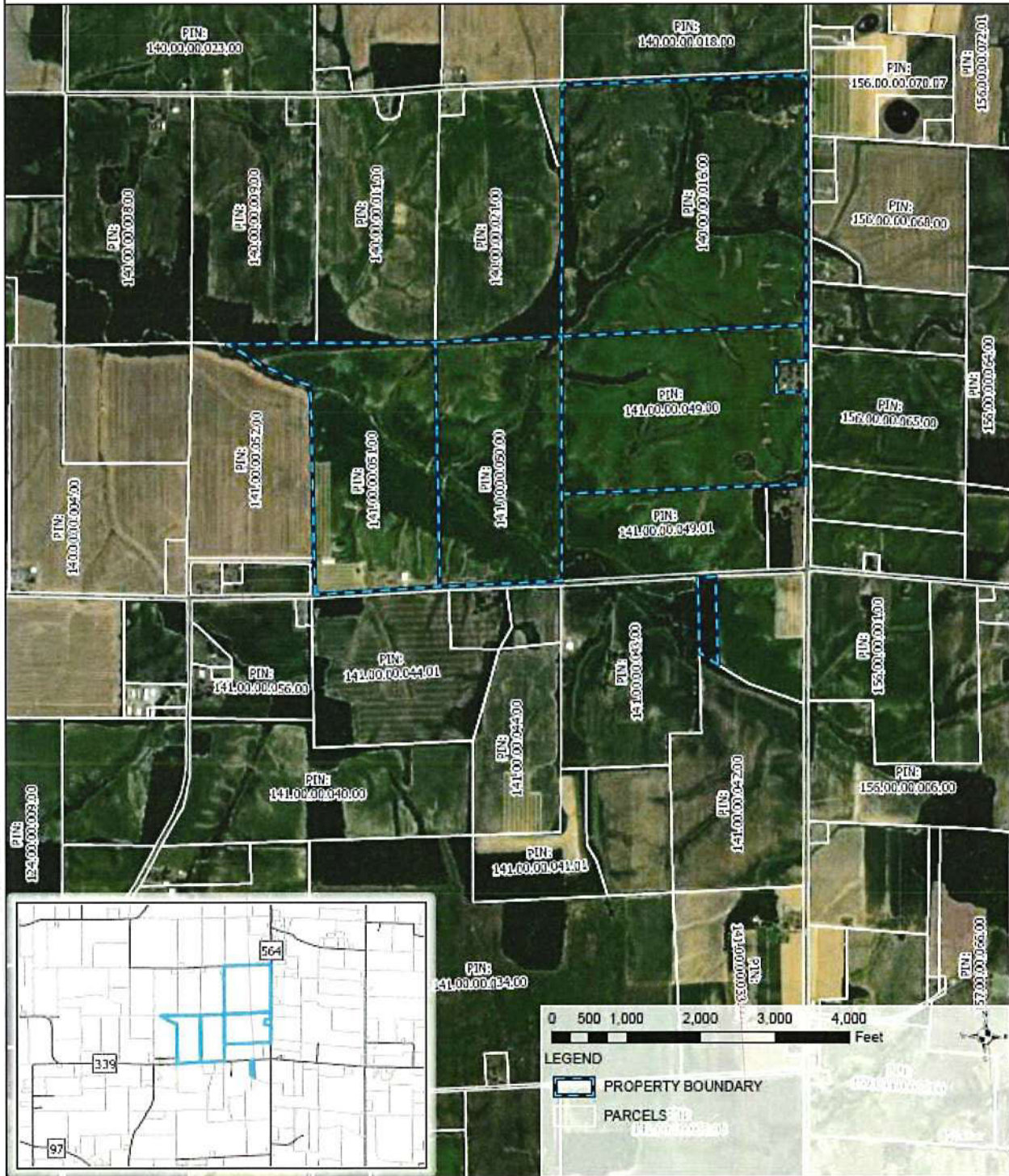
Being the same real estate conveyed to Donald F. Coltharp, for his use and benefit during his natural lifetime, and Teri Ann Claeson and Karen Lee Suelten, an undivided one-half (1/2) interest each, by Deed from Donald F. Coltharp and wife, Linda R. Coltharp, dated March 25, 2010, recorded March 25, 2010, at 4:29 p.m., and of record in Deed Book 458, Page 786, Graves County Court Clerk's Office.

The above-described Property is generally depicted on the map attached hereto.

EXHIBIT A

KY

PROPERTY DESCRIPTION: PARCEL # 141.00.00.051.00, 141.00.00.050.00, 141.00.00.049.00, & 140.00.00.016.00



210816-1333_434_KY Property Description: Coltharp Group 2.pdf
Date Exported 6/16/2021 1:33 PM

EXHIBIT A-1
Leased Premises

See attached exhibit.

EXHIBIT A - I

KY

PROPERTY DESCRIPTION: PARCEL #141.00.00.051.00, 141.00.00.050.00, 141.00.00.049.00, & 140.00.00.016.00



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EXHIBIT A-2
Interconnection Property

See Exhibit A-1.

EXHIBIT 1
General Terms and Conditions

1. Commercial Terms.

1.1

[REDACTED]

[REDACTED]

1.5

[REDACTED]

1.2

[REDACTED]

1.6

[REDACTED]

1.3

[REDACTED]

1.7

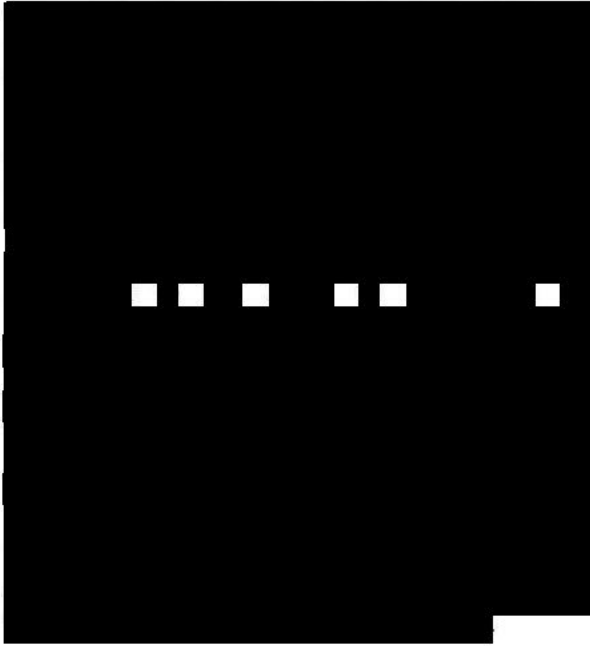
[REDACTED]

1.4

[REDACTED]

1.8

[REDACTED]



2. **Lease.** Beginning on the Effective Date, subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Premises. Upon completion of an as-built survey (the "Survey") delineating the Leased Premises, which shall be completed by Tenant within 30 days after the Placed-in-Service Date, the Parties shall amend **Exhibit A-1** to accurately identify the Leased Premises, which amended exhibit shall contain the legal descriptions of the final Leased Premises contained in such Survey and shall definitively establish the acreage of the Leased Premises for purposes of calculating all installments of Rent.

3. **Uses.** During the Development Period and the Term and at Tenant's sole expense, Tenant may use the Leased Premises to develop, construct and operate a solar photovoltaic power array for the generation, storage, and distribution of electric power (the "Solar Operations"), which shall include without limitation developing, constructing, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following: (i) solar electric power generation facilities; (ii) power collection facilities, including distribution and collection lines, wires and cables, conduit, footings, foundations, vaults, junction boxes, switching facilities, transformers, and above-ground transformers; (iii) control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (iv) roads, driveways, culverts and erosion control facilities; (v) utility installations; (vi) laydown areas, crane pads and staging areas necessary for the installation and maintenance of the solar generation facilities; (vii) signs; (viii) fences, gates and other safety and protection facilities; (ix) batteries and energy storage equipment; and (x) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with converting solar energy into electrical energy, storing it and transmitting

the same (collectively, the "Improvements"); and undertaking any other activities to determine the feasibility of the Property including conducting surveys, studies of environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drill pits and studies. Tenant shall have the right to remove fences, gates, hunting stands/targets, cattle guards and any other improvements or structures on the Leased Premises which interfere with the Solar Operations. Tenant shall pay all utility costs incurred on the Leased Premises by reason of the Solar Operations. Further, Landlord acknowledges and agrees that direct access to sunlight ("Sunlight") is essential to the value to Tenant of the rights granted in this Lease and is a material inducement to Tenant in entering into this Lease. Landlord shall not engage in, license, sell or permit others to engage in activities on the Property, or on any adjacent parcel belonging to Landlord, that could adversely affect Sunlight, including but not limited to the construction of any structures, or allow the growth of foliage. If Landlord becomes aware of any potential activity that could diminish the Sunlight on the Property, Landlord shall use its best efforts both to timely advise Tenant of such information and to reasonably cooperate with Tenant in taking measures to preserve the levels of Sunlight at the Property which exist as of the Effective Date. Tenant shall be entitled to seek all remedies available at law and in equity, including but not limited to, specific performance, to compel compliance with this Section.

4. **Improvements; Use.**

4.1 Construction; Maintenance; Compliance with Laws. Throughout the Term, Tenant will, at Tenant's sole expense, maintain the Improvements in good condition and repair, ordinary wear and tear, matters of casualty or condemnation excepted, and will comply in all material respects with all applicable laws, rules, ordinances, orders, and regulations of governmental authorities ("Applicable Laws"). Tenant shall have the right, in its sole discretion and expense, to contest by appropriate legal proceedings brought in the name of Tenant and/or Landlord, the validity or applicability to the Leased Premises or the Improvements of any Applicable Law. Landlord will cooperate in every reasonable way in any such contest, but at no out-of-pocket expense to Landlord.

4.2 Exclusive Right; Improvements Property of Tenant. Tenant shall have the exclusive right to develop and use the Leased Premises. Landlord shall not grant, or permit to be granted, any lease, sublease, easement, license, access, ingress, egress, concession, co-tenancy or other use, right or privilege of any nature whatsoever, on, over, under or above any portion of the Leased Premises (collectively, "Third Party Interests") during the Development Period, Term or Restoration Period except as provided in Section 11.5. Landlord shall reasonably cooperate with Tenant in connection with its Solar Operations and, upon request by Tenant, will make available to Tenant copies of all reports, agreements, surveys, plans and other records of Landlord that relate to the feasibility of the construction and/or use of Improvements on the Property. Any Improvements constructed or placed on the Property by Tenant shall be owned and remain the sole property of Tenant and may be

replaced, repaired or removed at any time by Tenant alone during the Development Period and the Term. Landlord acknowledges and agrees that any Improvements constructed or placed on the Property by Tenant shall be owned and remain the sole property of Tenant and, despite the fact that portions of the Improvements may be affixed to the Leased Premises, (i) Tenant is the exclusive owner and operator of the Improvements and Solar Operations, (ii) the Improvements and Solar Operations shall not be construed to be a fixture and (iii) Tenant is the exclusive owner of the electricity generated by the Solar Operations and any/all environmental attributes and incentives derived. Landlord has no right, title or interest in the Solar Operations and has waived all rights it may have to place a lien on the Solar Operations and/or Improvements.

4.3 Liens. Each Party will keep the Property free of all liens and claims of liens for labor and services performed on and materials, supplies, or equipment furnished to the Property by or at its request. Each Party shall have the right in its sole discretion to contest by appropriate legal proceedings brought in the name of itself or the other Party the validity or amount of any lien; provided, however, Tenant shall have the right to lead such measures as may be required under applicable law to protect Tenant's and Landlord's interest in the Property.

4.4 Landlord and Third-party Access. After the Commencement of Construction, at its sole risk shall Landlord have the right to enter the Leased Premises to inspect the same at reasonable times and upon reasonable advance written notice to Tenant provided that such entry shall not interfere with the Solar Operations, construction or Restoration. Tenant shall have the right to accompany Landlord during any such entry and Landlord shall comply with any and all safety rules established by Tenant. Tenant shall have the power and authority to control and prevent access of third parties to the Leased Premises. Tenant may invite third parties upon the Leased Premises without permission from Landlord during the Development Period, Term, and Restoration Period.

5. Taking. If Landlord or Tenant receives any notice of a proposed or actual taking (i.e., any action or proceeding in eminent domain or a transfer in lieu of condemnation to any authority entitled to exercise the power of eminent domain) of any portion of the Leased Premises, it will promptly notify the other Party. Landlord and Tenant agree as follows: (i) this Lease shall terminate with regards to the portion of the Leased Premises that has been taken upon the date that possession is surrendered to the condemning authority and Tenant shall be entitled to a reduction of Rent based on the acreage taken, (ii) Landlord and Tenant shall each be permitted to prosecute any awards allowed of such Parties by applicable law against the condemning authority, provided neither Party shall enter into any binding agreement or settlement without the prior consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, (iii) in the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests, then (a) the single award shall be fairly and equitably apportioned between Landlord and Tenant (the "Award"), (b) the portion of the

Award to be received by Tenant shall be based upon the reduction of Tenant's leasehold estate, the taking of any Improvements, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking, (c) 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.

6. Indemnification and Insurance. Subject to Section 13.12 of this Exhibit 1, Landlord shall indemnify and hold Tenant harmless from any and all damages or claims that Tenant may be compelled to pay or defend arising in connection with this Lease or Use of the Leased Premises, except to the extent such damages or claims are directly attributable to the actions or omissions of Tenant or any of Tenant's agents or employees. Subject to Section 13.12 of this Exhibit 1, Tenant shall indemnify and hold Landlord harmless from any and all damages or claims that Landlord may be compelled to pay or defend in connection with this Lease or Tenant's use of the Leased Premises, except to the extent such damages or claims are directly attributable to the actions or omissions of Landlord or any of Landlord's agents or employees. Landlord damages shall not include (and Tenant shall not be required to indemnify Landlord with respect to) losses of rent, business opportunities, profits and the like that may result from the Solar Operations or Restoration. During the Term, Tenant shall maintain customary general liability insurance, which shall name Landlord as an additional insured.

7. Assignments, Mortgages, Transfers.

7.1 Transfers by Tenant. This Lease shall be binding upon and inure to the benefit of the Parties and their legal representatives, successors and assigns. Tenant may pledge, sell, grant, assign, collaterally assign, sublease, mortgage and otherwise transfer (each, a "Transfer") this Lease or Tenant's leasehold interest in the Leased Premises, in whole or in part, without Landlord's prior consent; provided that Tenant shall notify Landlord within a reasonable time after such Transfer. In the event that Tenant mortgages, collaterally assigns, or otherwise encumbers or grants security interests in all or any part of its interest in the Leased Premises or Improvements as security to various financing parties, including without limitation, lenders, banks and tax equity investors (collectively, "Financing Parties" and each a "Financing Party"), Landlord shall cooperate with Tenant and any of its Financing Parties as reasonably necessary in connection with such grant of security including execution and delivery of all documents reasonably requested by a Financing Party in a form satisfactory to Landlord, Tenant and Financing Party. Each Financing Party is and shall be an express third party beneficiary of the applicable provisions of this Lease and shall be entitled to compel the performance of the obligations of Landlord under this Lease. If the Financing Parties, or a purchaser through foreclosure, shall (x) acquire title to the Improvements and the leasehold estate created by this Lease, (y) cure all defaults which are susceptible of being cured by the Financing Parties or such purchaser, as the case may be (including without limitation, the payment of all monetary obligations of Tenant), and (z) assume all the obligations of

Tenant hereunder, then (i) any default of Tenant which is not susceptible of being cured by the Financing Parties or such purchaser, as the case may be, shall no longer be deemed to be a default under this Lease, and (ii) Landlord shall recognize the Financing Parties or such purchaser, as the case may be, as if such party had been the Tenant under this Lease. For the avoidance of doubt, no Financing Party shall have any obligation or liability under this Lease prior to the time that such Financing Party succeeds to absolute title to Tenant's interest in this Lease.

7.2 Transfers by Landlord. Landlord shall give Tenant at least 30 days' prior notice of any Transfer by Landlord of all or a part of its interest in the Property or in this Lease. Any such Transfer shall be expressly subject to this Lease, it being agreed that the burdens of this Lease and other rights contained in this Lease shall run with and against the Property and/or Leased Premises. For Transfers pursuant to the death of Landlord, Landlord's executor or successor in interest should endeavor to provide notice of such Transfer (or proceedings that will result in such a Transfer) to Tenant as promptly as possible under the circumstances and within a period of no more than 60 days after the death of Landlord. Landlord shall notify Tenant of the closing of such Transfer, and if applicable, the name and contact information of the successor to Landlord's interest and payment instructions for Rent and other amounts due under the Lease; provided, that Landlord shall indemnify Tenant for losses arising from Tenant's payment of Rent or other amounts as so directed. Under no circumstances shall a Transfer by Landlord include the Solar Operations and/or Improvements.

7.3 Estoppel Certificates and Cooperation. At Tenant's or any Financing Party's request, Landlord will execute any estoppel certificates, consents to assignment and/or non-disturbance agreements within ten (10) business days after receipt of the applicable request. Landlord agrees that Landlord's failure to respond to the request for an estoppel certificate within such ten (10) business days shall be conclusive: (i) that this Lease is in full force and effect and unmodified, except as may be represented by Tenant, and (ii) that there are no uncured Tenant defaults of this Lease.

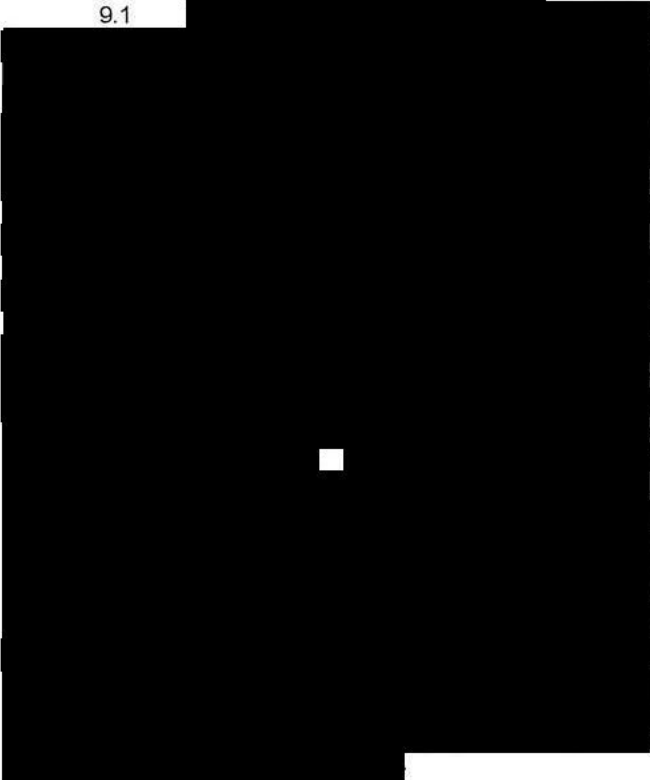
7.4 Landlord Mortgage; Landlord Liens. Landlord shall promptly provide Tenant with a copy of any default notices that Landlord receives with respect to any obligation secured by a mortgage or lien on the Property. If Landlord fails to pay any of its obligations secured by a mortgage or other lien on the Property when due, Tenant may, at its option, pay the amount due and deduct the amount paid from the amount otherwise payable for the Rent or other payment due Landlord. Landlord shall obtain from any holder of a mortgage or other lien on the Property securing debt owed by Landlord Subordination and Non-Disturbance Agreement(s). Landlord expressly acknowledges and agrees that any statutory or common law lien rights in favor of Landlord or any mortgage granted by Landlord with respect to the Property and/or the Improvements subsequent to the date of this Lease, as the case may be, are expressly subordinate and inferior to Tenant's right, title and interest in this Lease, and to any liens and security interests granted by Tenant in favor of any Financing Party. Landlord shall execute or cause

its lender to execute any further documentation which may be reasonably requested by Tenant, to evidence such subordination.

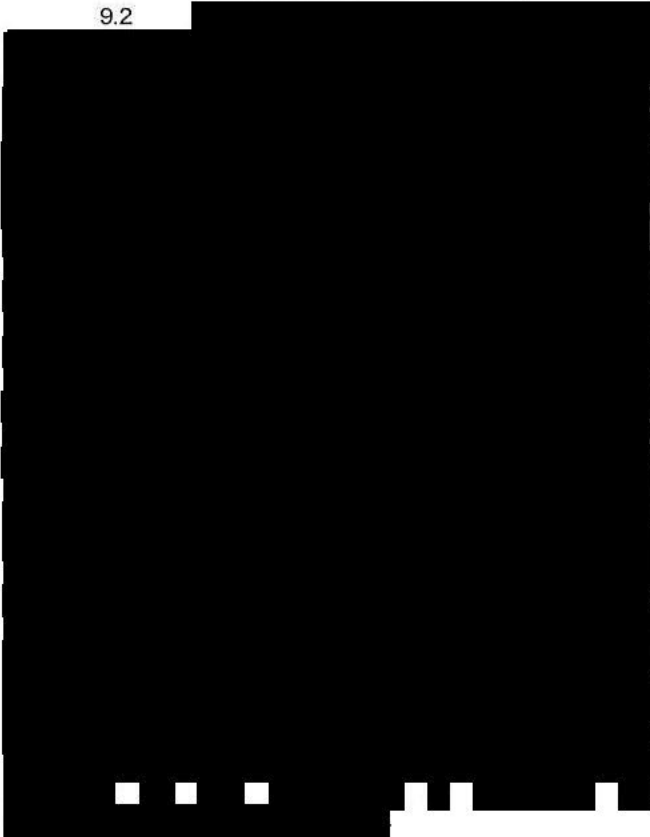
8. **Landlord's Representations and Warranties.** Landlord hereby represents and warrants to Tenant as follows: (1) Landlord is the sole fee title owner of the Property, (2) each person or entity signing this Lease on behalf of Landlord is authorized to do so, (3) Landlord has the unrestricted right, power and authority to enter into and perform its obligations under this Lease and to grant the rights granted to Tenant hereunder, (4) no other person is required to execute this Lease in order for it to be fully enforceable as against all interests in the Leased Premises, (5) this Lease constitutes a valid and binding agreement, enforceable against Landlord in accordance with its terms, (6) Landlord and the Property are not the subject of any bankruptcy, insolvency or probate proceeding, (7) to Landlord's knowledge, except as disclosed in the real property records of the county in which the Property is located, (x) there are no liens, covenants, restrictions, rights of way, easements or other encumbrances affecting the Property that will prevent or limit Tenant's use of the Leased Premises for the purposes permitted under this Lease, or that are otherwise contrary to the terms of this Lease and (y) except as disclosed in the real property records of the county in which the Property is located, there are no other Third Party Interests, (8) throughout the Development Period, Term, and Restoration Period, Tenant shall have legal and practical access to the Property, (9) no litigation is pending, and, to the best of Landlord's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect the Property and if Landlord learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Landlord shall promptly deliver notice thereof to Tenant, (10) to the best of Landlord's knowledge (i) no underground tanks are now located or at any time in the past have been located within the Property or any portion thereof, (ii) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste that are now or hereafter classified or regulated as hazardous or toxic under any law has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all Applicable Laws that govern the same or are applicable thereto, (iii) there are no other substances, materials or conditions in, on, under or emanating or migrating from the Property or any portion thereof or emanating or migrating from other Property onto the Property or any portion thereof that may support a claim or cause of action under any Applicable Law, and (iv) Landlord has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law, (11) to the best of Landlord's knowledge, the Property is currently in full and complete compliance with all Applicable Laws, and (12) Landlord is not a party to a Conservation Reserve Program contract ("CRP Contract") with the U.S. Department of Agriculture pursuant to 7 C. F. R. Part 1410 regarding the Property.

9. **Defaults and Remedies.**

9.1



9.2



9.3 New Lease. If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding, Landlord agrees, upon request by the first priority Financing Party within 60 days after the rejection or termination, to execute and deliver to Tenant or the applicable Financing Party a new lease for the Leased Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the term of this Lease before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Tenant or the Financing Party prior to rejection or termination). Prior to the execution and delivery of any such new lease, Tenant or the Financing Party shall (i) pay Landlord any amounts which are due Landlord from Tenant, (ii) pay Landlord any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Tenant under this Lease to the extent Tenant failed to perform them prior to the execution and delivery of the new lease and that are susceptible of being cured by the Tenant or the Financing Party.

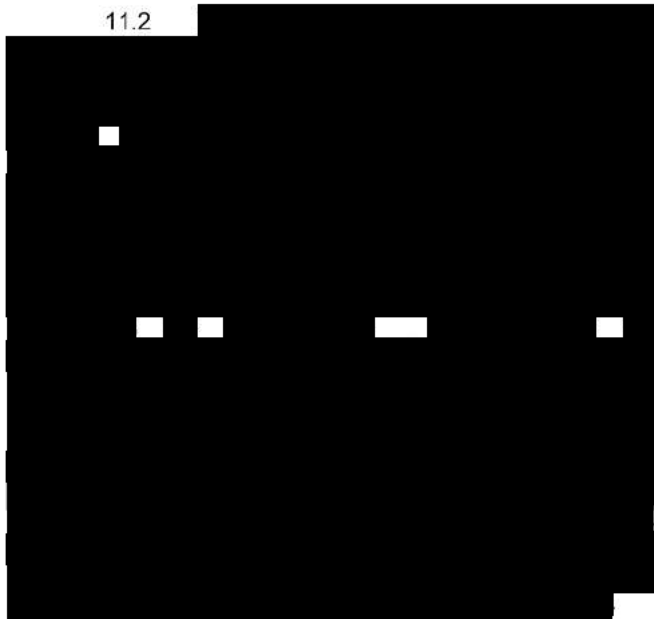
10. **Notices**. Any notice, consent or other formal communication required or permitted to be given by a Party pursuant to the terms of this Lease shall be in writing and shall be deemed delivered (a) when delivered personally or by email, unless such delivery is made (i) on a day that is not a business day in the place of receipt or (ii) after 5:00 p.m. local time on a business day in the place of receipt, in either of which cases such delivery will be deemed to be made on the next succeeding business day, (b) on the next business day after timely delivery to a reputable overnight courier and (c) on the business day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed to such Party at the address specified in the Basic Terms and Conditions hereof (or to such other address or having such other contact information as either Party may hereafter specify for such purpose by like notice to the other Party from time to time. All notices to Tenant must also be sent to each Financing Party of which Landlord has been previously notified in writing in accordance with this Section 10.

11. **Leased Premises Terms and Conditions.**

11.1 Zoning Approvals. Landlord acknowledges that Tenant may, at its own expense, file applications with federal, state, and local governmental bodies for (a) grant of approvals, environmental permits, stormwater permits, road permits, transmission easements, driveways, and grading, construction, building operations and related governmental permits, licenses and approvals (collectively, "Project Permitting") for the Improvements, Solar Operations and/or Restoration, and (b) any zoning relief (including but not limited to rezoning of the Leased Premises) for the Property

necessary for Project Permitting. Landlord shall cooperate as necessary in such applications at Landlord's expense.

11.2



11.3 Separability. Tenant may divide the Leased Premises to create multiple Solar Operations projects. Upon Tenant's election to separate and within 15 days after notice to Landlord, Landlord shall (without demanding any additional consideration) bifurcate this Lease by entering into and delivering to Tenant new stand-alone leases (which shall supersede and replace this Lease) that provide Tenant with separate leasehold estates in different portions of the Leased Premises, as designated by Tenant. Each new lease shall: (a) specify the portion(s) of the Property to be covered, (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Tenant or any other person or entity prior to the execution of such new leases, except for any modifications that may be required to ensure that each party's combined obligations under such new leases do not exceed such party's obligations under this Lease) and be in a form reasonably acceptable to Tenant; (c) be for a term equal to the remaining term of this Lease (including the option to extend any then remaining Extension Term(s)); (d) contain a grant of access, transmission, communications and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Tenant may designate; (e) require payment to Landlord of only an acreage-proportionate part of each payment (which under all such new leases shall in the aggregate equal the amounts that are due under this Lease); (f) provide for payments thereafter due to be paid with respect to the Improvements actually installed under such new lease for the portion of the Property subject to such lease, and (g) enjoy the same priority as this Lease over any lien, mortgage, encumbrance or other interest against the Property.

11.4 Easements. Landlord hereby irrevocably grants and conveys to Tenant for Development Period and the Term the following easements across the Property, appurtenant to Tenant's leasehold estate in the Leased

Premises (collectively, "Easements"): (i) an exclusive, perpetual 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 Property for access to the Leased Premises; (iii) a non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Solar Operations by means of (a) the now existing or hereafter constructed roads and rights-of-way on the Property, and (b) such additional roads as Tenant may construct or cause to construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; (iv) an exclusive easement to the utility to install, maintain, repair, replace and operate on the Property multiple (a) electric power transmission, distribution and collection cables, conduits, wire and/or lines to and/or from the Leased Premises; (b) communication cables (including fiber optic cables); and (c) other improvements, facilities, 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 Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Solar Operations (provided that Tenant shall, to the extent reasonably possible, restore the Property outside the Leased Premises to substantially same condition as existed prior to such use). All easements granted shall run with the Property and be binding upon Landlord's successors and assigns. Final routing of the Easements shall be negotiated in good faith, optimized to keep Tenant's costs for Improvements as low as possible and shall be subject to the mutual agreement of the Parties. Landlord shall execute and deliver to 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 10 business days following written request from Tenant. 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 Property (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Leased Premises, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements, if such use is permitted under 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 reasonably acceptable to Landlord), for no additional consideration, one or more sub-easements of Landlord Easements to run concurrently with the Term (or for such shorter period as provided in Landlord Easement).

11.5 Crops and Hunting Leases. During the Development Period, Landlord shall have the right to plant farm crops or enter into a lease for no more than 1 year for the planting of farm crops ("Crop Lease") or for hunting ("Hunting Lease") on the Leased Premises. Any Crop Lease or Hunting Lease shall be in writing and shall contain a provision that

allows the Crop Lease or Hunting Lease to be terminated by Landlord in accordance with Section 1.5 of this Lease.

11.6 Acquisition of Interconnection Property. Tenant shall have the right (the "Interconnection Option"), at its sole option, to purchase a portion of the Property designated as Potential Interconnection Area in Exhibit A-2 from Landlord for Tenant's interconnection facilities ("Interconnection Property") at a purchase price of [REDACTED] per acre (the "Interconnection Purchase Price") (up to 10 acres) inclusive of all easements for access and transmission for Solar Operations. All costs associated with partitioning the Interconnection Property from the remainder of the Property shall be borne by Tenant; however, Landlord shall cooperate in such efforts at no out-of-pocket cost. The Interconnection Option shall be exercised and closed pursuant to the terms of Exhibit 3 attached hereto and incorporated herein by reference.

12. Mineral Development.

12.1 Landlord acknowledges and agrees that a material reason for the consideration paid by Tenant to Landlord under this Lease is for Tenant's exclusive use and control of the surface of the Leased Premises. Consequently Landlord shall not, without Tenant's prior written consent (which may be withheld in Tenant's sole, commercially reasonable discretion) exercise (or, to the extent within Landlord's reasonable control, authorize or permit the exercise of) any surface or sub-surface rights affecting the Leased Premises, including, without limitation, mineral, gas and oil resource development, which might damage the Improvements or interfere or endanger in any respect Tenant's development and use of the Leased Premises.

12.2 To the extent Landlord possesses sub-surface rights with respect to the Leased Premises, Landlord agrees that all prospecting for or development of geothermal substances, minerals, oils, gas, petroleum, or other substances located on, within, underneath, adjacent to, or within the vicinity of the Leased Premises shall be performed a minimum of five hundred (500) feet from the Leased Premises and in such manner and by methods that will neither penetrate within five hundred (500) feet directly beneath the surface of the ground within the Leased Premises nor interfere with the exercise of the rights granted herein.

13. Miscellaneous.

13.1 Confidentiality. Landlord and its members, agents, representatives, employees, partners, officers and directors (collectively, the "Landlord Parties" and individually a "Landlord Party") will not disclose the subject matter or terms of the transaction contemplated by this Lease; provided, however, a Landlord Party shall be permitted to disclose such information (i) if required by law or (ii) as is necessary to its accountants, attorneys and lenders and any prospective purchaser of the Property provided such parties are informed about this Lease's confidential nature and agree to not disclose any information.

13.2 Force Majeure. If Tenant is delayed or prevented from performing any of its obligations under this Lease by reason of strike, lockouts, labor troubles, failure of power, riots, insurrection, war, pandemics, acts of God or any other cause beyond Tenant's reasonable control, the period of such delay or such prevention shall be deemed added to the time period herein provided for the performance of any such obligation by Tenant.

13.3 Further Acts and Assurances. Each Party shall execute such additional commercially reasonable documents or instruments and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Lease. No approval required under this Lease shall be unreasonably withheld or delayed. Unless a longer or shorter time is specified in this Lease, all approvals required of either Party shall be given or refused in writing within 10 business days after receipt of the written request. Any delay of a requested approval longer than 10 business days from receipt of a written request for approval shall be deemed an approval.

13.4 Attorney's Fees. In the event of any litigation for the interpretation or enforcement of this Lease, or the prevailing party shall be entitled to reasonable attorneys' fees and court and other costs from the non-prevailing party, including costs and fees on appeal and in any bankruptcy or insolvency proceeding.

13.5 No Partnership. Landlord and Tenant are not and shall not be considered joint venturers or partners or to have any relationship other than landlord and tenant, and neither shall have the power to bind or obligate the other except as set forth in this Lease.

13.6 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the lease of the Leased Premises and no promises or representations express or implied, either written or oral, not set forth in this Lease shall be binding upon or inure to the benefit of Landlord and Tenant. This Lease shall not be modified by any oral agreement, either express or implied, and all modifications of this Lease shall be in writing and signed by both Landlord and Tenant. All Exhibits referenced herein are incorporated into this Lease by reference and made a part hereof.

13.7 Expenses. Landlord and Tenant shall pay its own cost and expenses, including attorneys' fees, incurred in connection with this Lease.

13.8 Quiet Enjoyment. Landlord hereby covenants with Tenant that Tenant shall and may peacefully and quietly have and enjoy the Leased Premises for and during the Development Period, Term and Restoration Period for the purposes set forth in this Lease.

13.9 Severability. The unenforceability, invalidity, or illegality of any provisions of this Lease shall not render the other provisions hereof unenforceable, invalid or illegal.

13.10 Counterparts and Electronic Signature. This Lease may be executed in counterparts, each of which shall be deemed an original and use of which, when taken

together, shall constitute one and the same instrument. This Lease may be executed by electronic signature which constitutes a legal signature equivalent to a manual signature.

13.11 Memorandum of Lease. Concurrently with the execution of this Lease, Landlord and Tenant shall execute, acknowledge before a notary public, in recordable form, and deliver a Memorandum of Lease in substantially the form attached to this Lease as Exhibit C which may be recorded by Tenant in the real property records or register of deeds of the county in which the Property is located (the "Memorandum"). Landlord shall execute an amendment to the Memorandum in each instance as reasonably requested by Tenant within 10 business days.

13.12 Subrogation Waiver. Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) or required to be in force at the time of the loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to their respective insurance carriers of this mutual waiver of subrogation.

13.13 Waivers. To the extent that any applicable law, ordinance, regulation or permit establishes minimum setbacks from the exterior boundaries of the Leased Premises for Improvements constructed on the Leased Premises or adjacent real property, then Landlord waives any and all such setbacks and setback requirements for the benefit of Tenant, the owner(s) of the adjacent real property, and their respective successors and assigns. Further, if requested by Tenant, Landlord shall execute and deliver to Tenant one or more separate setback waivers in a form provided by Tenant, which Tenant may then record at its expense. This waiver shall survive the termination of this Lease for so long as Tenant maintains improvements on real property adjacent to the Leased Premises.

13.14 Brokers. Landlord and Tenant represent and warrant to each other that they have not had any dealings with real estate brokers, finders or agents in connection with this Lease. Landlord and Tenant shall indemnify, defend and hold the other Party, its successors and assigns harmless from any and all claims, costs, commissions, fees or damages by any person or firm claiming to have negotiated, instituted or brought about this Lease by or through such Party.

13.15 Additional Payments. Landlord shall not be entitled to any additional payment or other benefit from the Solar Operations including any tax or environmental credits whether state, federal or local, any rights to electricity or its attributes, or any other cash or non-cash payment.

13.16 Governing Law. The laws of the state in which the Property is located shall govern the interpretation and enforcement of this Lease.

13.17 W-9. Concurrently with the execution of this Lease, Landlord shall complete, execute and deliver to

Tenant a valid form of W-9 for submission to the Internal Revenue Service. Landlord payment(s) due under the Lease will be withheld from payment until Tenant's receipt of Landlord's valid W-9(s) which Landlord may update from time to time.

13.18 Payment Directive. Landlord instructs Tenant that all payments which become due and payable to Landlord pursuant to this Lease shall be made as follows:

100% to Donald and Linda Coltharp

EXHIBIT 2:

FORM OF MEMORANDUM OF LEASE

**Prepared By and
When Recorded Return To:**
Banjo Creek Solar LLC
1447 S. Tryon St., Suite 201
Charlotte, NC 28203

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed to be effective as of _____, 2021 between Donald and Linda Coltharp, husband and wife, whose address is 5628 State Route 339, Farmington, KY 42040, Larry Kent and Amanda Guthrie, husband and wife, whose address is 126 Autumn Ridge Drive, Mayfield, KY 42066, and Kelly R. Lisanby, a single individual, 450 Wyatt Ave, Kevil, KY 42053 (whether one or more, "Landlord"), and **Banjo Creek Solar LLC**, a Kentucky limited liability company ("Tenant"), whose address is 1447 S. Tryon St., Suite 201, Charlotte, NC 28203, to provide record notice of that certain Lease Agreement dated _____, 2021 (the "Lease"), by and between Landlord and Tenant. Capitalized terms used and not defined herein have the meaning given the same in the Lease.

Landlord is the owner of the real property described in the attached **Exhibit A** ("Property"), and pursuant to the Lease, Landlord has leased to Tenant that portion of the Property shown or described on **Exhibit A-1**, together with all improvements, fixtures, personal property and trade fixtures, and all other appurtenances, tenements, hereditaments, ingress, egress, rights and easements pertaining to thereto (collectively, the "Leased Premises"). Landlord and Tenant agree that upon completion of a final site plan and survey delineating the Leased Premises, the parties shall amend **Exhibit A-1** to more accurately describe the Leased Premises.

The Lease concerns the development of the Leased Premises for the purposes of generating photovoltaic electric energy. The solar photovoltaic power generating facility and all related equipment installed, owned and operated by Tenant and located at the Leased Premises (collectively, the "Generating Facility") shall not be deemed a fixture. The Generating Facility is Tenant's personal property and Landlord has no right, title or interest in the Generating Facility. Further, Landlord has waived any and all rights it may have to place a lien on the Generating Facility.

The Effective Date of the Lease is _____, 2021. The Development Period commences on the Effective Date and continues in accordance with the terms of the Lease. The Initial Term of the Lease begins on the Placed-in-Service Date and continues for twenty-five (25) years from the Placed-in-Service Date unless extended or earlier terminated as provided in the Lease. Tenant has the right to extend the Term for up to four (4) additional Extension Terms of five (5) years each as set forth in the Lease. Additionally, pursuant to the terms of the Lease, Landlord has granted to Tenant certain easement rights over and across the Property and an option to purchase a portion of the Property. Reference should be made to the Lease for further particulars.

The Lease is incorporated into this Memorandum by reference and are binding on Tenant and Landlord. If a conflict exists between any term of this Memorandum and the Lease, the Lease controls. The covenants, terms, and provisions of the Lease (including the purchase options contained therein) will run with

the land, and will be binding upon and inure to the benefit of the parties hereto and each other person and entity having any interest therein during their ownership thereof, and each of their respective lessees, heirs, executors, administrators, successors, and assigns. Tenant and Landlord desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Tenant in the Leased Premises and of the existence of the option to purchase and other rights granted to Tenant under the Lease. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

[Signatures Follow]

Landlord:

Signature: _____
Donald Coltharp, husband

Signature: _____
Linda Coltharp, wife

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned Notary Public, on this day personally appeared Donald Coltharp known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned Notary Public, on this day personally appeared Linda Coltharp known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

Landlord:

Signature: _____

Larry Kent Guthrie, husband

Signature: _____

Amanda Guthrie, wife

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned Notary Public, on this day personally appeared Larry Kent Guthrie known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned Notary Public, on this day personally appeared Amanda Guthrie known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

Landlord:

Signature: _____

Kelly R. Lisanby, a single individual

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned Notary Public, on this day personally appeared Kelly R. Lisanby known to me (or proved to me on the oath of _____ or through _____ [*description of identity card or other document*]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

Tenant:

Banjo Creek Solar LLC,

a Kentucky limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF NORTH CAROLINA §
 §
COUNTY OF MECKLENBURG §

Before me, the undersigned Notary Public, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his capacity as _____ of **Banjo Creek Solar LLC**, on behalf of said a Kentucky limited liability company for the purposes and consideration therein expressed

me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

EXHIBITS TO BE ADDED PRIOR TO EXECUTION AND RECORDING:

- Exhibit A Property
- Exhibit A-1 Leased Premises

EXHIBIT 3:

Purchase Option

1. Tenant may exercise the Interconnection Option, if at all, by providing written notice (the "Exercise Notice") to Landlord of such exercise. The Exercise Notice shall specify that the Interconnection Property that Tenant elects to purchase.

the Interconnection Option exercised shall be closed pursuant to this Exhibit 3.

2. If Tenant timely exercises the Interconnection Option, the following shall apply:
- a. The purchase price (the "Purchase Price") shall be equal to the product of the Interconnection Purchase Price multiplied by the number of acres contained in the Interconnection Property (prorated to the nearest 1/10th acre).
 - b. Unless the Parties agree otherwise, the close of the Interconnection Option (the "Closing") shall take place at a title company of Tenant's choice (the "Title Company") and shall be completed on a date designated by Tenant which is not less than ten (10) days nor more than sixty (60) days from the date the Exercise Notice is delivered to Landlord.
3. At the Closing, the following shall apply:
- a. Landlord shall execute, acknowledge and deliver to Tenant a special warranty deed for the Interconnection Property to vest in Tenant all of the Landlord's right, title and interest in and to the Interconnection Property. In no event shall any deeds of trust, mortgages, judgment liens, tax liens or mechanics' and materialmen's liens on the Interconnection Property created by, through or under Landlord or Landlord's agents or contractors be deemed "permitted exceptions" and, at or prior to Closing, Landlord shall cause all such liens to be released of record with respect to the Interconnection Property.
 - b. Landlord and Tenant shall execute, acknowledge and deliver to the Title Company, a release of any and all liens or interests created under or pursuant to the provisions of the Lease with respect to the Interconnection Property.
 - c. Landlord and Tenant shall execute and deliver such documents as are customary or required by the Title Company or a Financing Party in connection with the Closing.
 - d. Tenant shall deliver funds in the amount of the Purchase Price.
 - e. Tenant shall pay all of its costs associated with purchasing the Interconnection Property, including without limitation, the costs of survey, title insurance and closing costs.
 - f. Ad valorem taxes relating to the Interconnection Property for the calendar year in which the Closing occurs shall be prorated between Landlord and Tenant as of the date of such Closing, based upon the best available estimates of the amount of taxes that will be due and payable for the calendar year in which the Closing occurs if the actual amounts are not known. Within thirty (30) calendar days of the date the amount of taxes on the Interconnection Property for such year are known, Landlord and Tenant shall readjust the actual amount of taxes to be paid by each party with the result that Landlord shall pay for the portion of the current year's taxes attributable to the period of time prior to the Closing.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into by and between Landlord and Tenant (each a "Party" and collectively "Parties") as of the latest signature date below (the "Effective Date"). Now, therefore, for good and valuable consideration, the sufficiency of which is acknowledged, Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises on the terms and conditions of this Lease as follows:

Basic Terms and Conditions

<u>LANDLORD:</u>		<u>TENANT:</u>	
Name and Address	Scott Wilferd and wife, Kellie Wilferd [REDACTED]	Name and Address	Banjo Creek Solar LLC [REDACTED]
Phone	[REDACTED]	Phone	[REDACTED]
E-Mail	[REDACTED]	E-Mail	[REDACTED]

(1) Leased Premises	Landlord is the owner of approximately 240 acres in Farmington, Graves County, Kentucky further described in Exhibit A (the " <u>Property</u> "), in which Landlord desires to lease up to 184 acres as preliminarily depicted in Exhibit A-1 (the " <u>Leased Premises</u> ").
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
(6) Construction Period:	The period of time necessary to achieve the Placed in Service Date after the <u>Commencement of Construction</u> .
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
(9) Landlocked Parcels	Tenant's designation and use of the Leased Premises or construction or development activities thereon shall not render any portion of the Property not included within the Leased

	Premises and which consists of five or more tillable, cropland acres without actual, physical access for vehicles and farm equipment to and from a publicly dedicated right-of-way.
[REDACTED]	[REDACTED]

The Parties agree that the Basic Terms and Conditions shall govern if any term(s) contained in the Exhibit(s) may be inconsistent or contradict in comparison. Capitalized terms used but not defined in the Basic Terms and Conditions section shall have the same meanings as that specified in the Exhibits. Landlord and Tenant may be referred to in this Lease collectively as the "Parties" and individually as a "Party."

The Exhibits listed below are incorporated herein by this reference and made a part of the Lease:

- Exhibit A: Property
- Exhibit A-1: Leased Premises
- Exhibit 1: General Terms and Conditions
- Exhibit 2: Form of Memorandum of Lease
- Exhibit 3: Purchase Option

[Signatures Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease to be effective as of the Effective Date.

Landlord:

Signature: 

Scott Wilferd

Date: 8-16-2021

Signature: 

Kellie Wilferd

Date: 8/16/21

Tenant:

Banjo Creek Solar LLC,

a Kentucky limited liability company


By: 
Name: JONATHAN F BURKE
Title: PRESIDENT
Date: 9-30-21

EXHIBIT A

Property

Parcel I - Rogers Farm:

Tract I: The East half of the Northwest Quarter of Section 15, Township 2, Range 2 East, containing 80 acres of land, more or less.

Tract II: The East half of the Southwest Quarter of Section 10, Township 2, Range 2 East, containing 80 acres of land, more or less.

Less and Except: Being a part of Tract #2 as conveyed to Max G. Rogers and wife, Ruth W. Rogers, by deed of record in Deed Book 299, Page 229 and Deed Book 299, Page 415, Graves County Clerk's Office, and lying South of Wilferd Road and being more particularly described as follows: Beginning at the North west corner of said Tract #2, which is an 80 acre tract of land; thence 253 feet South; thence 109 feet East; thence 126 feet North; thence 193 feet in a Northeasterly direction to a point on the South right of way line of Wilferd Road; thence 250 feet to the point of beginning.

Less and Except: Being a 2.92 acre parcel of land as surveyed by Dennis W. Looper, KY LPLS #3437 on January 24, 2017, and being located on the South side of Wilferd Road approximately 1.8 miles South of the Farmington community of Graves County, Kentucky; and more particularly described as beginning at the proposed Northeast corner of the property herein described, said corner being a W' dia X 24" Ing steel pin and surveyors cap #3437 set in the South right of way line of Wilferd Road and lying on a bearing of South 87 degrees 08' 38" West - 2676.96 feet from a found PK nail at the intersection of the centerlines of Wilferd Road and State Route 564; thence South 00 degrees 10' 18" West - 656.10 feet generally along a fence and being the West line of the Linda Coltharp, Larry Kent Guthrie and Kelly R. Lisanby property as described in Deed Book 498, Page 187 to a W' dia x 24" Ing steel pin and surveyor's cap #3437 set, said pin being the proposed Southeast corner of the property herein described and a common corner with the remaining portion of the M. Scott Wilferd property as described in Deed Book 373, Page 70; thence South 87 degrees 27' 07" West - 91.00 feet and passing through a W' dia x 24" Ing steel pin at a distance of 85.00 feet to a point in the centerline of a ditch, said point being the proposed Southwest corner of the property herein described and a common corner with the remaining portion of the previously mentioned Wilferd property; thence along the centerline of a ditch and being the proposed West line of the property herein described the following four (4) calls: (1) North 25 degrees 16' 38" West - 64.02 feet to a point; (2) North 11 degrees 19' 00" West - 113.93 feet to a point; (3) North 17 degrees 57' 41" West - 345.84 feet to a point; North 19 degrees 02' 26" West - 156.74 feet to a point in the South right of way line of

Wilferd Road, said point being the proposed Northwest corner of the property herein described and a common corner with the previously mentioned Wilferd property; thence North 87 degrees 29' 15" East - 300.65 feet along the South right of way of Wilferd Road (40.00 ft ROW) and passing through a W' dia x 24" Ing steel pin and surveyors cap #3437 set at a distance of 19.61 feet to the point of beginning.

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

Parcel I being the same lands conveyed by Deed from David Hawks and wife, Denise Hawks to M. Scott Wilferd, dated March 6, 1998, and of record in Deed Book 373, Page 70 in the Graves County Court Clerk's Office.

Parcel II - Delk Farm:

The West half of the Northwest Quarter of Section 15, Township 2, Range 2 East containing 80 acres, more or less.

Less and Except: Beginning at a fence post in the South right of way line of the Wilferd Road, said beginning point being West along the South right of way line of said road 686 feet from the Northeast corner of that parcel of land in the Northwest Quarter of Section 15, Township 2, Range 2 East as described in Deed Book 248, Page 60, Graves County Court Clerk's Office; thence in a Southerly direction following said fence row 180 feet, more or less, to a point; thence in an Easterly direction 122 feet to an iron pin; thence in a Northerly direction 40 feet to an iron pin; thence in a Northeasterly direction 107 feet to an iron pin; thence in a Northerly direction 193 feet to an iron pin in the South right of way line of the Wilferd Road; thence in a Westerly direction along the South right of way line of Wilferd Road 269 feet to the point of beginning.

Parcel II being the same lands conveyed by Deed from Alfred H. Delk and wife, Hallie M. Delk to M. Scott Wilferd, single, dated April 15, 1993 and of record in Deed Book 342, Page 263 in the Graves County Court Clerk's Office.

The above-described Property is generally depicted on the map attached hereto.

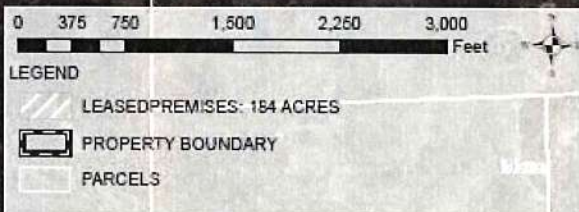
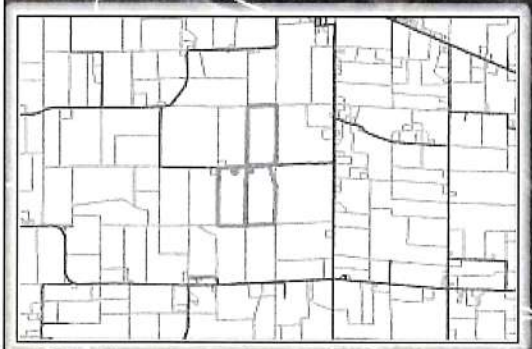
EXHIBIT A-1
Leased Premises

See attached exhibit.

SECTION A - I

KY

PROPERTY DESCRIPTION: PARCEL # 140.00.00.011.00 & 140.00.00.021.00



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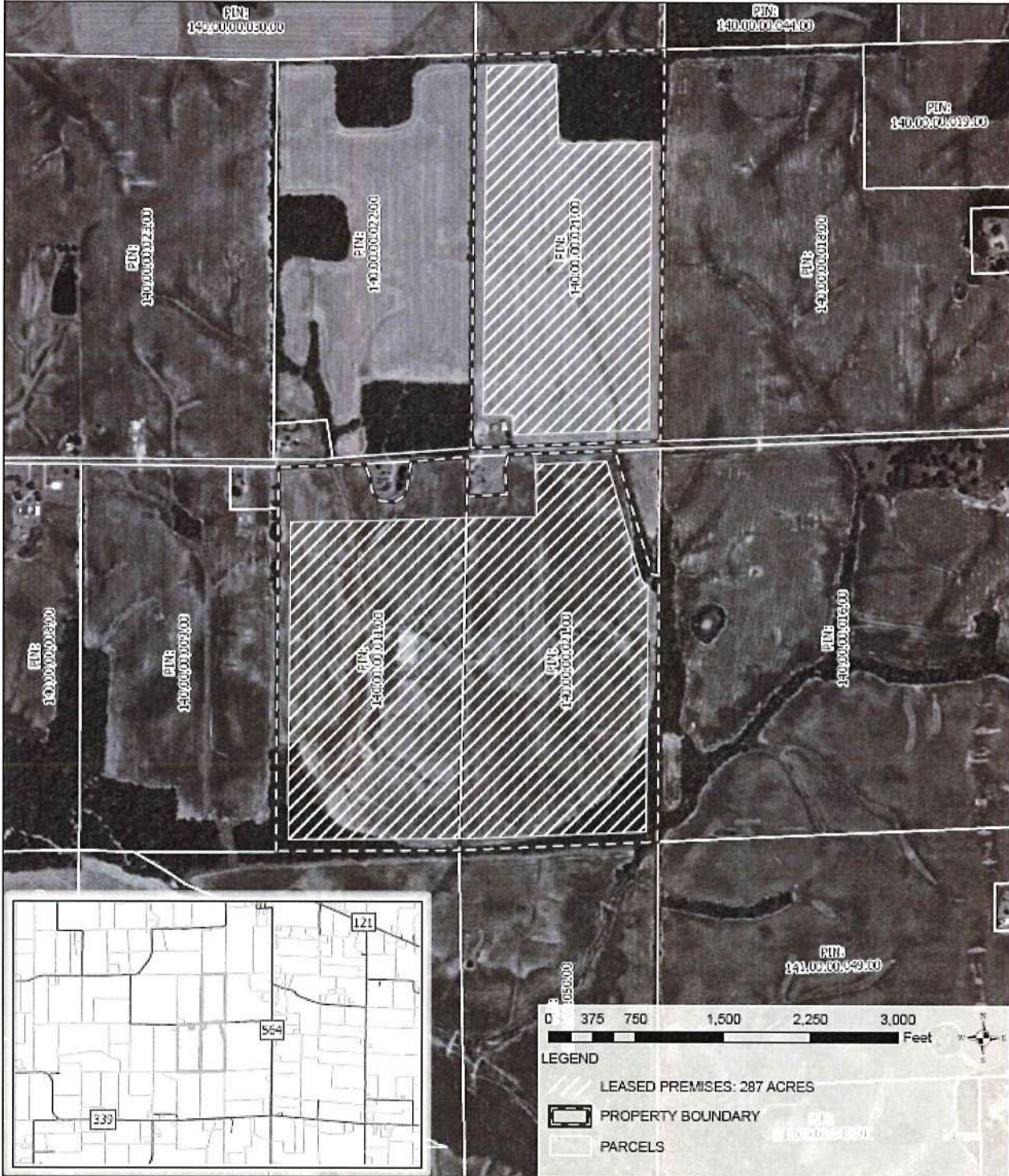
EXHIBIT A-2
Interconnection Property

Intentionally deleted – Not applicable

SECTION A - I

KY

PROPERTY DESCRIPTION: PARCEL #140.00.00.011.00 & 140.00.00.021.00



210622-1446_434_KY_LeasedPremises_ScottWilferd.pdf
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EXHIBIT 1
General Terms and Conditions

1. Commercial Terms.

1.1

[REDACTED]

[REDACTED]

1.5

[REDACTED]

1.2

[REDACTED]

1.6

[REDACTED]

1.3

[REDACTED]

1.7

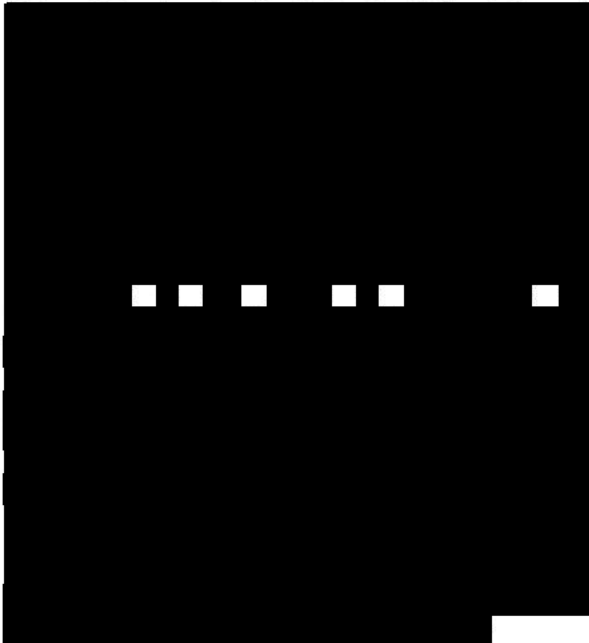
[REDACTED]

1.4

[REDACTED]

1.8

[REDACTED]



2. **Lease.** Beginning on the Effective Date, subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Premises. Upon completion of an as-built survey (the "Survey") delineating the Leased Premises, which shall be completed by Tenant within 30 days after the Placed-in-Service Date, the Parties shall amend **Exhibit A-1** to accurately identify the Leased Premises, which amended exhibit shall contain the legal descriptions of the final Leased Premises contained in such Survey and shall definitively establish the acreage of the Leased Premises for purposes of calculating all installments of Rent.

3. **Uses.** During the Development Period and the Term and at Tenant's sole expense, Tenant may use the Leased Premises to develop, construct and operate a solar photovoltaic power array for the generation, storage, and distribution of electric power (the "Solar Operations"), which shall include without limitation developing, constructing, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following: (i) solar electric power generation facilities; (ii) power collection facilities, including distribution and collection lines, wires and cables, conduit, footings, foundations, vaults, junction boxes, switching facilities, transformers, and above-ground transformers; (iii) control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (iv) roads, driveways, culverts and erosion control facilities; (v) utility installations; (vi) laydown areas, crane pads and staging areas necessary for the installation and maintenance of the solar generation facilities; (vii) signs; (viii) fences, gates and other safety and protection facilities; (ix) batteries and energy storage equipment; and (x) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with converting solar energy into electrical energy, storing it and transmitting

the same (collectively, the "Improvements"); and undertaking any other activities to determine the feasibility of the Property including conducting surveys, studies of environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drill pits and studies. Tenant shall have the right to remove fences, gates, hunting stands/targets, cattle guards and any other improvements or structures on the Leased Premises which interfere with the Solar Operations. Tenant shall pay all utility costs incurred on the Leased Premises by reason of the Solar Operations. Further, Landlord acknowledges and agrees that direct access to sunlight ("Sunlight") is essential to the value to Tenant of the rights granted in this Lease and is a material inducement to Tenant in entering into this Lease. Landlord shall not engage in, license, sell or permit others to engage in activities on the Property, or on any adjacent parcel belonging to Landlord, that could adversely affect Sunlight, including but not limited to the construction of any structures, or allow the growth of foliage. If Landlord becomes aware of any potential activity that could diminish the Sunlight on the Property, Landlord shall use its best efforts both to timely advise Tenant of such information and to reasonably cooperate with Tenant in taking measures to preserve the levels of Sunlight at the Property which exist as of the Effective Date. Tenant shall be entitled to seek all remedies available at law and in equity, including but not limited to, specific performance, to compel compliance with this Section.

4. **Improvements; Use.**

4.1 Construction; Maintenance; Compliance with Laws. Throughout the Term, Tenant will, at Tenant's sole expense, maintain the Improvements in good condition and repair, ordinary wear and tear, matters of casualty or condemnation excepted, and will comply in all material respects with all applicable laws, rules, ordinances, orders, and regulations of governmental authorities ("Applicable Laws"). Tenant shall have the right, in its sole discretion and expense, to contest by appropriate legal proceedings brought in the name of Tenant and/or Landlord, the validity or applicability to the Leased Premises or the Improvements of any Applicable Law. Landlord will cooperate in every reasonable way in any such contest, but at no out-of-pocket expense to Landlord.

4.2 Exclusive Right; Improvements Property of Tenant. Tenant shall have the exclusive right to develop and use the Leased Premises. Landlord shall not grant, or permit to be granted, any lease, sublease, easement, license, access, ingress, egress, concession, co-tenancy or other use, right or privilege of any nature whatsoever, on, over, under or above any portion of the Leased Premises (collectively, "Third Party Interests") during the Development Period, Term or Restoration Period except as provided in Section 11.5. Landlord shall reasonably cooperate with Tenant in connection with its Solar Operations and, upon request by Tenant, will make available to Tenant copies of all reports, agreements, surveys, plans and other records of Landlord that relate to the feasibility of the construction and/or use of Improvements on the Property. Any Improvements constructed or placed on the Property by Tenant shall be owned and remain the sole property of Tenant and may be

replaced, repaired or removed at any time by Tenant alone during the Development Period and the Term. Landlord acknowledges and agrees that any Improvements constructed or placed on the Property by Tenant shall be owned and remain the sole property of Tenant and, despite the fact that portions of the Improvements may be affixed to the Leased Premises, (i) Tenant is the exclusive owner and operator of the Improvements and Solar Operations, (ii) the Improvements and Solar Operations shall not be construed to be a fixture and (iii) Tenant is the exclusive owner of the electricity generated by the Solar Operations and any/all environmental attributes and incentives derived. Landlord has no right, title or interest in the Solar Operations and has waived all rights it may have to place a lien on the Solar Operations and/or Improvements.

4.3 Liens. Each Party will keep the Property free of all liens and claims of liens for labor and services performed on and materials, supplies, or equipment furnished to the Property by or at its request. Each Party shall have the right in its sole discretion to contest by appropriate legal proceedings brought in the name of itself or the other Party the validity or amount of any lien; provided, however, Tenant shall have the right to lead such measures as may be required under applicable law to protect Tenant's and Landlord's interest in the Property.

4.4 Landlord and Third-party Access. After the Commencement of Construction, at its sole risk shall Landlord have the right to enter the Leased Premises to inspect the same at reasonable times and upon reasonable advance written notice to Tenant provided that such entry shall not interfere with the Solar Operations, construction or Restoration. Tenant shall have the right to accompany Landlord during any such entry and Landlord shall comply with any and all safety rules established by Tenant. Tenant shall have the power and authority to control and prevent access of third parties to the Leased Premises. Tenant may invite third parties upon the Leased Premises without permission from Landlord during the Development Period, Term, and Restoration Period.

5. Taking. If Landlord or Tenant receives any notice of a proposed or actual taking (i.e., any action or proceeding in eminent domain or a transfer in lieu of condemnation to any authority entitled to exercise the power of eminent domain) of any portion of the Leased Premises, it will promptly notify the other Party. Landlord and Tenant agree as follows: (i) this Lease shall terminate with regards to the portion of the Leased Premises that has been taken upon the date that possession is surrendered to the condemning authority and Tenant shall be entitled to a reduction of Rent based on the acreage taken, (ii) Landlord and Tenant shall each be permitted to prosecute any awards allowed of such Parties by applicable law against the condemning authority, provided neither Party shall enter into any binding agreement or settlement without the prior consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, (iii) in the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests, then (a) the single award shall be fairly and equitably apportioned between Landlord and Tenant (the "Award"), (b) the portion of the

Award to be received by Tenant shall be based upon the reduction of Tenant's leasehold estate, the taking of any Improvements, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking, (c) 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.

6. Indemnification and Insurance. Subject to Section 13.12 of this Exhibit 1, Landlord shall indemnify and hold Tenant harmless from any and all damages or claims that Tenant may be compelled to pay or defend arising in connection with this Lease or Use of the Leased Premises, except to the extent such damages or claims are directly attributable to the actions or omissions of Tenant or any of Tenant's agents or employees. Subject to Section 13.12 of this Exhibit 1, Tenant shall indemnify and hold Landlord harmless from any and all damages or claims that Landlord may be compelled to pay or defend in connection with this Lease or Tenant's use of the Leased Premises, except to the extent such damages or claims are directly attributable to the actions or omissions of Landlord or any of Landlord's agents or employees. Landlord damages shall not include (and Tenant shall not be required to indemnify Landlord with respect to) losses of rent, business opportunities, profits and the like that may result from the Solar Operations or Restoration. During the Term, Tenant shall maintain customary general liability insurance, which shall name Landlord as an additional insured.

7. Assignments, Mortgages, Transfers.

7.1 Transfers by Tenant. This Lease shall be binding upon and inure to the benefit of the Parties and their legal representatives, successors and assigns. Tenant may pledge, sell, grant, assign, collaterally assign, sublease, mortgage and otherwise transfer (each, a "Transfer") this Lease or Tenant's leasehold interest in the Leased Premises, in whole or in part, without Landlord's prior consent; provided that Tenant shall notify Landlord within a reasonable time after such Transfer. In the event that Tenant mortgages, collaterally assigns, or otherwise encumbers or grants security interests in all or any part of its interest in the Leased Premises or Improvements as security to various financing parties, including without limitation, lenders, banks and tax equity investors (collectively, "Financing Parties" and each a "Financing Party"), Landlord shall cooperate with Tenant and any of its Financing Parties as reasonably necessary in connection with such grant of security including execution and delivery of all documents reasonably requested by a Financing Party in a form satisfactory to Landlord, Tenant and Financing Party. Each Financing Party is and shall be an express third party beneficiary of the applicable provisions of this Lease and shall be entitled to compel the performance of the obligations of Landlord under this Lease. If the Financing Parties, or a purchaser through foreclosure, shall (x) acquire title to the Improvements and the leasehold estate created by this Lease, (y) cure all defaults which are susceptible of being cured by the Financing Parties or such purchaser, as the case may be (including without limitation, the payment of all monetary obligations of Tenant), and (z) assume all the obligations of

Tenant hereunder, then (i) any default of Tenant which is not susceptible of being cured by the Financing Parties or such purchaser, as the case may be, shall no longer be deemed to be a default under this Lease, and (ii) Landlord shall recognize the Financing Parties or such purchaser, as the case may be, as if such party had been the Tenant under this Lease. For the avoidance of doubt, no Financing Party shall have any obligation or liability under this Lease prior to the time that such Financing Party succeeds to absolute title to Tenant's interest in this Lease.

7.2 Transfers by Landlord. Landlord shall give Tenant at least 30 days' prior notice of any Transfer by Landlord of all or a part of its interest in the Property or in this Lease. Any such Transfer shall be expressly subject to this Lease, it being agreed that the burdens of this Lease and other rights contained in this Lease shall run with and against the Property and/or Leased Premises. For Transfers pursuant to the death of Landlord, Landlord's executor or successor in interest should endeavor to provide notice of such Transfer (or proceedings that will result in such a Transfer) to Tenant as promptly as possible under the circumstances and within a period of no more than 60 days after the death of Landlord. Landlord shall notify Tenant of the closing of such Transfer, and if applicable, the name and contact information of the successor to Landlord's interest and payment instructions for Rent and other amounts due under the Lease; provided, that Landlord shall indemnify Tenant for losses arising from Tenant's payment of Rent or other amounts as so directed. Under no circumstances shall a Transfer by Landlord include the Solar Operations and/or Improvements.

7.3 Estoppel Certificates and Cooperation. At Tenant's or any Financing Party's request, Landlord will execute any estoppel certificates, consents to assignment and/or non-disturbance agreements within ten (10) business days after receipt of the applicable request. Landlord agrees that Landlord's failure to respond to the request for an estoppel certificate within such ten (10) business days shall be conclusive: (i) that this Lease is in full force and effect and unmodified, except as may be represented by Tenant, and (ii) that there are no uncured Tenant defaults of this Lease.

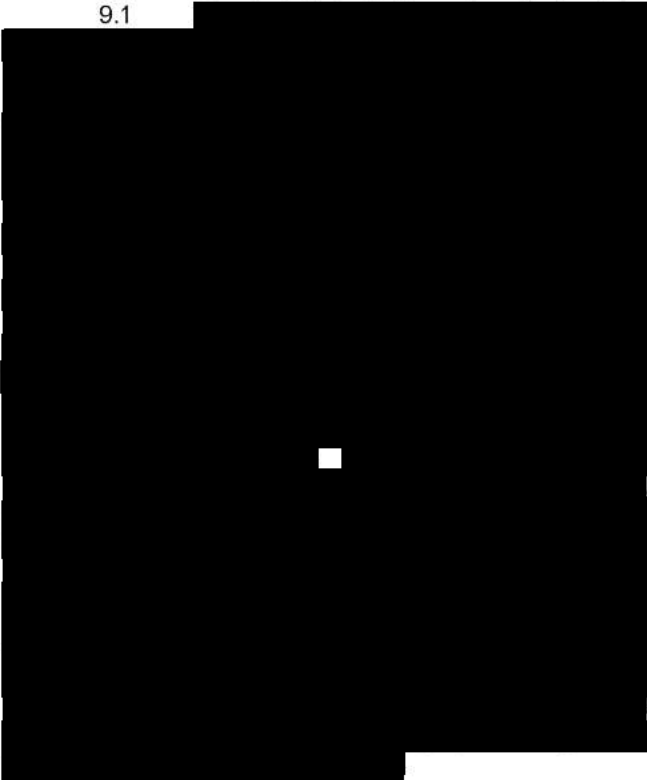
7.4 Landlord Mortgage; Landlord Liens. Landlord shall promptly provide Tenant with a copy of any default notices that Landlord receives with respect to any obligation secured by a mortgage or lien on the Property. If Landlord fails to pay any of its obligations secured by a mortgage or other lien on the Property when due, Tenant may, at its option, pay the amount due and deduct the amount paid from the amount otherwise payable for the Rent or other payment due Landlord. Landlord shall obtain from any holder of a mortgage or other lien on the Property securing debt owed by Landlord Subordination and Non-Disturbance Agreement(s). Landlord expressly acknowledges and agrees that any statutory or common law lien rights in favor of Landlord or any mortgage granted by Landlord with respect to the Property and/or the Improvements subsequent to the date of this Lease, as the case may be, are expressly subordinate and inferior to Tenant's right, title and interest in this Lease, and to any liens and security interests granted by Tenant in favor of any Financing Party. Landlord shall execute or cause

its lender to execute any further documentation which may be reasonably requested by Tenant, to evidence such subordination.

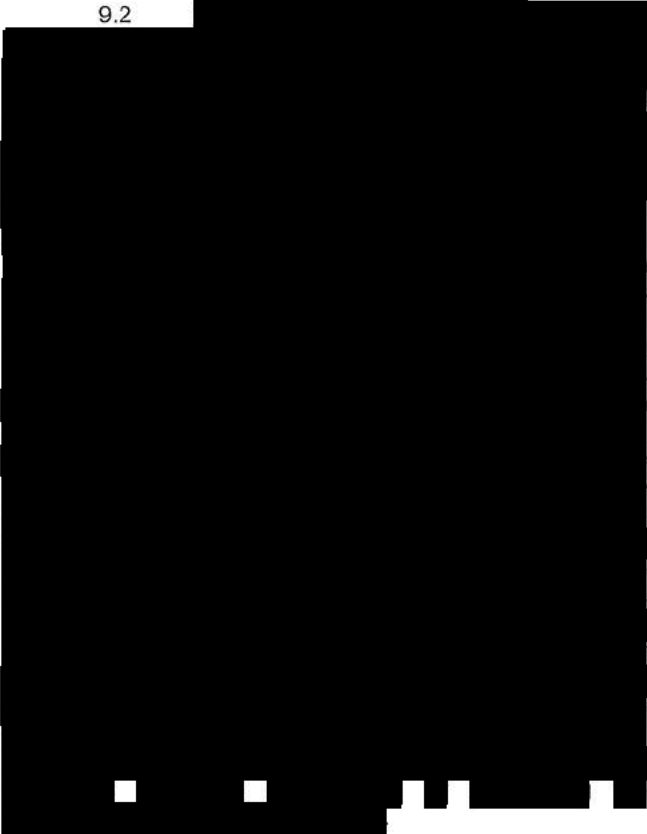
8. **Landlord's Representations and Warranties.** Landlord hereby represents and warrants to Tenant as follows: (1) Landlord is the sole fee title owner of the Property, (2) each person or entity signing this Lease on behalf of Landlord is authorized to do so, (3) Landlord has the unrestricted right, power and authority to enter into and perform its obligations under this Lease and to grant the rights granted to Tenant hereunder, (4) no other person is required to execute this Lease in order for it to be fully enforceable as against all interests in the Leased Premises, (5) this Lease constitutes a valid and binding agreement, enforceable against Landlord in accordance with its terms, (6) Landlord and the Property are not the subject of any bankruptcy, insolvency or probate proceeding, (7) to Landlord's knowledge, except as disclosed in the real property records of the county in which the Property is located, (x) there are no liens, covenants, restrictions, rights of way, easements or other encumbrances affecting the Property that will prevent or limit Tenant's use of the Leased Premises for the purposes permitted under this Lease, or that are otherwise contrary to the terms of this Lease and (y) except as disclosed in the real property records of the county in which the Property is located, there are no other Third Party Interests, (8) throughout the Development Period, Term, and Restoration Period, Tenant shall have legal and practical access to the Property, (9) no litigation is pending, and, to the best of Landlord's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect the Property and if Landlord learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Landlord shall promptly deliver notice thereof to Tenant, (10) to the best of Landlord's knowledge (i) no underground tanks are now located or at any time in the past have been located within the Property or any portion thereof, (ii) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste that are now or hereafter classified or regulated as hazardous or toxic under any law has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all Applicable Laws that govern the same or are applicable thereto, (iii) there are no other substances, materials or conditions in, on, under or emanating or migrating from the Property or any portion thereof or emanating or migrating from other Property onto the Property or any portion thereof that may support a claim or cause of action under any Applicable Law, and (iv) Landlord has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law, (11) to the best of Landlord's knowledge, the Property is currently in full and complete compliance with all Applicable Laws, and (12) Landlord is not a party to a Conservation Reserve Program contract ("CRP Contract") with the U.S. Department of Agriculture pursuant to 7 C. F. R. Part 1410 regarding the Property.

9. **Defaults and Remedies.**

9.1



9.2



9.3 New Lease. If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding, Landlord agrees, upon request by the first priority Financing Party within 60 days after the rejection or termination, to execute and deliver to Tenant or the applicable Financing Party a new lease for the Leased Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the term of this Lease before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Tenant or the Financing Party prior to rejection or termination). Prior to the execution and delivery of any such new lease, Tenant or the Financing Party shall (i) pay Landlord any amounts which are due Landlord from Tenant, (ii) pay Landlord any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Tenant under this Lease to the extent Tenant failed to perform them prior to the execution and delivery of the new lease and that are susceptible of being cured by the Tenant or the Financing Party.

10. **Notices.** Any notice, consent or other formal communication required or permitted to be given by a Party pursuant to the terms of this Lease shall be in writing and shall be deemed delivered (a) when delivered personally or by email, unless such delivery is made (i) on a day that is not a business day in the place of receipt or (ii) after 5:00 p.m. local time on a business day in the place of receipt, in either of which cases such delivery will be deemed to be made on the next succeeding business day, (b) on the next business day after timely delivery to a reputable overnight courier and (c) on the business day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed to such Party at the address specified in the Basic Terms and Conditions hereof (or to such other address or having such other contact information as either Party may hereafter specify for such purpose by like notice to the other Party from time to time. All notices to Tenant must also be sent to each Financing Party of which Landlord has been previously notified in writing in accordance with this Section 10.

11. **Leased Premises Terms and Conditions.**

11.1 Zoning Approvals. Landlord acknowledges that Tenant may, at its own expense, file applications with federal, state, and local governmental bodies for (a) grant of approvals, environmental permits, stormwater permits, road permits, transmission easements, driveways, and grading, construction, building operations and related governmental permits, licenses and approvals (collectively, "Project Permitting") for the Improvements, Solar Operations and/or Restoration, and (b) any zoning relief (including but not limited to rezoning of the Leased Premises) for the Property

necessary for Project Permitting. Landlord shall cooperate as necessary in such applications at Landlord's expense.

11.2



11.3 Separability. Tenant may divide the Leased Premises to create multiple Solar Operations projects. Upon Tenant's election to separate and within 15 days after notice to Landlord, Landlord shall (without demanding any additional consideration) bifurcate this Lease by entering into and delivering to Tenant new stand-alone leases (which shall supersede and replace this Lease) that provide Tenant with separate leasehold estates in different portions of the Leased Premises, as designated by Tenant. Each new lease shall: (a) specify the portion(s) of the Property to be covered, (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Tenant or any other person or entity prior to the execution of such new leases, except for any modifications that may be required to ensure that each party's combined obligations under such new leases do not exceed such party's obligations under this Lease) and be in a form reasonably acceptable to Tenant; (c) be for a term equal to the remaining term of this Lease (including the option to extend any then remaining Extension Term(s)); (d) contain a grant of access, transmission, communications and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Tenant may designate; (e) require payment to Landlord of only an acreage-proportionate part of each payment (which under all such new leases shall in the aggregate equal the amounts that are due under this Lease); (f) provide for payments thereafter due to be paid with respect to the Improvements actually installed under such new lease for the portion of the Property subject to such lease, and (g) enjoy the same priority as this Lease over any lien, mortgage, encumbrance or other interest against the Property.

11.4 Easements. Landlord hereby irrevocably grants and conveys to Tenant for Development Period and the Term the following easements across the Property, appurtenant to Tenant's leasehold estate in the Leased

Premises (collectively, "Easements"): (i) an exclusive, perpetual 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 Property for access to the Leased Premises; (iii) a non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Solar Operations by means of (a) the now existing or hereafter constructed roads and rights-of-way on the Property, and (b) such additional roads as Tenant may construct or cause to construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; (iv) an exclusive easement to the utility to install, maintain, repair, replace and operate on the Property multiple (a) electric power transmission, distribution and collection cables, conduits, wire and/or lines to and/or from the Leased Premises; (b) communication cables (including fiber optic cables); and (c) other improvements, facilities, 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 Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Solar Operations (provided that Tenant shall, to the extent reasonably possible, restore the Property outside the Leased Premises to substantially same condition as existed prior to such use). All easements granted shall run with the Property and be binding upon Landlord's successors and assigns. Final routing of the Easements shall be negotiated in good faith, optimized to keep Tenant's costs for Improvements as low as possible and shall be subject to the mutual agreement of the Parties. Landlord shall execute and deliver to 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 10 business days following written request from Tenant. 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 Property (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Leased Premises, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements, if such use is permitted under 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 reasonably acceptable to Landlord), for no additional consideration, one or more sub-easements of Landlord Easements to run concurrently with the Term (or for such shorter period as provided in Landlord Easement).

11.5 Crops and Hunting Leases. During the Development Period, Landlord shall have the right to plant farm crops or enter into a lease for no more than 1 year for the planting of farm crops ("Crop Lease") or for hunting ("Hunting Lease") on the Leased Premises. Any Crop Lease or Hunting Lease shall be in writing and shall contain a provision that

allows the Crop Lease or Hunting Lease to be terminated by Landlord in accordance with Section 1.5 of this Lease.

11.6 Acquisition of Interconnection Property. Tenant shall have the right (the "Interconnection Option"), at its sole option, to purchase a portion of the Property designated as Potential Interconnection Area in Exhibit A-2 from Landlord for Tenant's interconnection facilities ("Interconnection Property") at a purchase price of [REDACTED] per acre (the "Interconnection Purchase Price") (up to 10 acres) inclusive of all easements for access and transmission by Solar Operations. All costs associated with partitioning the Interconnection Property from the remainder of the Property shall be borne by Tenant; however, Landlord shall cooperate in such efforts at no out-of-pocket cost. The Interconnection Option shall be exercised and closed pursuant to the terms of Exhibit 3 attached hereto and incorporated herein by reference.

12. Mineral Development.

12.1 Landlord acknowledges and agrees that a material reason for the consideration paid by Tenant to Landlord under this Lease is for Tenant's exclusive use and control of the surface of the Leased Premises. Consequently Landlord shall not, without Tenant's prior written consent (which may be withheld in Tenant's sole, commercially reasonable discretion) exercise (or, to the extent within Landlord's reasonable control, authorize or permit the exercise of) any surface or sub-surface rights affecting the Leased Premises, including, without limitation, mineral, gas and oil resource development, which might damage the Improvements or interfere or endanger in any respect Tenant's development and use of the Leased Premises.

12.2 To the extent Landlord possesses sub-surface rights with respect to the Leased Premises, Landlord agrees that all prospecting for or development of geothermal substances, minerals, oils, gas, petroleum, or other substances located on, within, underneath, adjacent to, or within the vicinity of the Leased Premises shall be performed a minimum of five hundred (500) feet from the Leased Premises and in such manner and by methods that will neither penetrate within five hundred (500) feet directly beneath the surface of the ground within the Leased Premises nor interfere with the exercise of the rights granted herein.

13. Miscellaneous.

13.1 Confidentiality. Landlord and its members, agents, representatives, employees, partners, officers and directors (collectively, the "Landlord Parties" and individually a "Landlord Party") will not disclose the subject matter or terms of the transaction contemplated by this Lease; provided, however, a Landlord Party shall be permitted to disclose such information (i) if required by law or (ii) as is necessary to its accountants, attorneys and lenders and any prospective purchaser of the Property provided such parties are informed about this Lease's confidential nature and agree to not disclose any information.

13.2 Force Majeure. If Tenant is delayed or prevented from performing any of its obligations under this Lease by reason of strike, lockouts, labor troubles, failure of power, riots, insurrection, war, pandemics, acts of God or any other cause beyond Tenant's reasonable control, the period of such delay or such prevention shall be deemed added to the time period herein provided for the performance of any such obligation by Tenant.

13.3 Further Acts and Assurances. Each Party shall execute such additional commercially reasonable documents or instruments and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Lease. No approval required under this Lease shall be unreasonably withheld or delayed. Unless a longer or shorter time is specified in this Lease, all approvals required of either Party shall be given or refused in writing within 10 business days after receipt of the written request. Any delay of a requested approval longer than 10 business days from receipt of a written request for approval shall be deemed an approval.

13.4 Attorney's Fees. In the event of any litigation for the interpretation or enforcement of this Lease, or the prevailing party shall be entitled to reasonable attorneys' fees and court and other costs from the non-prevailing party, including costs and fees on appeal and in any bankruptcy or insolvency proceeding.

13.5 No Partnership. Landlord and Tenant are not and shall not be considered joint venturers or partners or to have any relationship other than landlord and tenant, and neither shall have the power to bind or obligate the other except as set forth in this Lease.

13.6 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the lease of the Leased Premises and no promises or representations express or implied, either written or oral, not set forth in this Lease shall be binding upon or inure to the benefit of Landlord and Tenant. This Lease shall not be modified by any oral agreement, either express or implied, and all modifications of this Lease shall be in writing and signed by both Landlord and Tenant. All Exhibits referenced herein are incorporated into this Lease by reference and made a part hereof.

13.7 Expenses. Landlord and Tenant shall pay its own cost and expenses, including attorneys' fees, incurred in connection with this Lease.

13.8 Quiet Enjoyment. Landlord hereby covenants with Tenant that Tenant shall and may peacefully and quietly have and enjoy the Leased Premises for and during the Development Period, Term and Restoration Period for the purposes set forth in this Lease.

13.9 Severability. The unenforceability, invalidity, or illegality of any provisions of this Lease shall not render the other provisions hereof unenforceable, invalid or illegal.

13.10 Counterparts and Electronic Signature. This Lease may be executed in counterparts, each of which shall be deemed an original and use of which, when taken

together, shall constitute one and the same instrument. This Lease may be executed by electronic signature which constitutes a legal signature equivalent to a manual signature.

13.11 Memorandum of Lease. Concurrently with the execution of this Lease, Landlord and Tenant shall execute, acknowledge before a notary public, in recordable form, and deliver a Memorandum of Lease in substantially the form attached to this Lease as Exhibit C which may be recorded by Tenant in the real property records or register of deeds of the county in which the Property is located (the "Memorandum"). Landlord shall execute an amendment to the Memorandum in each instance as reasonably requested by Tenant within 10 business days.

13.12 Subrogation Waiver. Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) or required to be in force at the time of the loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to their respective insurance carriers of this mutual waiver of subrogation.

13.13 Waivers. To the extent that any applicable law, ordinance, regulation or permit establishes minimum setbacks from the exterior boundaries of the Leased Premises for Improvements constructed on the Leased Premises or adjacent real property, then Landlord waives any and all such setbacks and setback requirements for the benefit of Tenant, the owner(s) of the adjacent real property, and their respective successors and assigns. Further, if requested by Tenant, Landlord shall execute and deliver to Tenant one or more separate setback waivers in a form provided by Tenant, which Tenant may then record at its expense. This waiver shall survive the termination of this Lease for so long as Tenant maintains improvements on real property adjacent to the Leased Premises.

13.14 Brokers. Landlord and Tenant represent and warrant to each other that they have not had any dealings with real estate brokers, finders or agents in connection with this Lease. Landlord and Tenant shall indemnify, defend and hold the other Party, its successors and assigns harmless from any and all claims, costs, commissions, fees or damages by any person or firm claiming to have negotiated, instituted or brought about this Lease by or through such Party.

13.15 Additional Payments. Landlord shall not be entitled to any additional payment or other benefit from the Solar Operations including any tax or environmental credits whether state, federal or local, any rights to electricity or its attributes, or any other cash or non-cash payment.

13.16 Governing Law. The laws of the state in which the Property is located shall govern the interpretation and enforcement of this Lease.

13.17 W-9. Concurrently with the execution of this Lease, Landlord shall complete, execute and deliver to

Tenant a valid form of W-9 for submission to the Internal Revenue Service. Landlord payment(s) due under the Lease will be withheld from payment until Tenant's receipt of Landlord's valid W-9(s) which Landlord may update from time to time.

EXHIBIT 2:

FORM OF MEMORANDUM OF LEASE

WHEN RECORDED RETURN TO:

HUSCH BLACKWELL LLP
1900 N. Pearl Street, Suite 1800
Dallas, Texas 75201

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed to be effective as of _____, 2021 between **Scott Wilferd and wife, Kellie Wilferd** (whether one or more, "Landlord"), whose address is PO Box 100, Farmington, KY 42040, and **Banjo Creek Solar LLC**, a Kentucky limited liability company ("Tenant"), whose address is 1447 S. Tryon St., Suite 201, Charlotte, NC 28203, to provide record notice of that certain Lease Agreement dated _____, 2021 (the "Lease"), by and between Landlord and Tenant. Capitalized terms used and not defined herein have the meaning given the same in the Lease.

Landlord is the owner of the real property described in the attached **Exhibit A** ("Property"), and pursuant to the Lease, Landlord has leased to Tenant that portion of the Property shown or described on **Exhibit A-1**, together with all improvements, fixtures, personal property and trade fixtures, and all other appurtenances, tenements, hereditaments, ingress, egress, rights and easements pertaining to thereto (collectively, the "Leased Premises"). Landlord and Tenant agree that upon completion of a final site plan and survey delineating the Leased Premises, the parties shall amend **Exhibit A-1** to more accurately describe the Leased Premises.

The Lease concerns the development of the Leased Premises for the purposes of generating photovoltaic electric energy. The solar photovoltaic power generating facility and all related equipment installed, owned and operated by Tenant and located at the Leased Premises (collectively, the "Generating Facility") shall not be deemed a fixture. The Generating Facility is Tenant's personal property and Landlord has no right, title or interest in the Generating Facility. Further, Landlord has waived any and all rights it may have to place a lien on the Generating Facility.

The Effective Date of the Lease is [REDACTED]. The Development Period commences on the Effective Date and continues in accordance with the terms of the Lease. The Initial Term of the Lease begins on the Placed-in-Service Date and continues for twenty-five (25) years from the Placed-in-Service Date unless extended or earlier terminated as provided in the Lease. Tenant has the right to extend the Term for up to four (4) additional Extension Terms of five (5) years each as set forth in the Lease. Additionally, pursuant to the terms of the Lease, Landlord has granted to Tenant certain easement rights over and across the Property and an option to purchase a portion of the Property. Reference should be made to the Lease for further particulars.

The Lease is incorporated into this Memorandum by reference and are binding on Tenant and Landlord. If a conflict exists between any term of this Memorandum and the Lease, the Lease controls. The covenants, terms, and provisions of the Lease (including the purchase options contained therein) will run with the land, and will be binding upon and inure to the benefit of the parties hereto and each other person and entity having any interest therein during their ownership thereof, and each of their respective lessees, heirs, executors, administrators, successors, and assigns. Tenant and Landlord desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Tenant in the Leased Premises and of the existence of the option to purchase and other rights granted to Tenant under the Lease. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

[Signatures Follow]

Landlord:

Signature: _____

Scott Wilferd, husband

Signature: _____

Kellie Wilferd, wife

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned Notary Public, on this day personally appeared Scott Wilferd known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned Notary Public, on this day personally appeared Kellie Wilferd known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

Tenant:

Banjo Creek Solar LLC,

a Kentucky limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF NORTH CAROLINA §
 §
COUNTY OF MECKLENBURG §

Before me, the undersigned Notary Public, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his capacity as _____ of Banjo Creek Solar LLC, on behalf of said limited liability company for the purposes and consideration therein expressed

me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

EXHIBITS TO BE ADDED PRIOR TO EXECUTION AND RECORDING:

- Exhibit A Property
- Exhibit A-1 Leased Premises
- Exhibit A-2 Interconnection Property

EXHIBIT 3:

Purchase Option

1. Tenant may exercise the Interconnection Option, if at all, by providing written notice (the "Exercise Notice") to Landlord of such exercise. The Exercise Notice shall specify that the Interconnection Property that Tenant elects to purchase.

the Interconnection Option exercised shall be closed pursuant to this Exhibit 3.

2. If Tenant timely exercises the Interconnection Option, the following shall apply:

- a. The purchase price (the "Purchase Price") shall be equal to the product of the Interconnection Purchase Price multiplied by the number of acres contained in the Interconnection Property (prorated to the nearest 1/10th acre).
- b. Unless the Parties agree otherwise, the close of the Interconnection Option (the "Closing") shall take place at a title company of Tenant's choice (the "Title Company") and shall be completed on a date designated by Tenant which is not less than ten (10) days nor more than sixty (60) days from the date the Exercise Notice is delivered to Landlord.

3. At the Closing, the following shall apply:

- a. Landlord shall execute, acknowledge and deliver to Tenant a special warranty deed for the Interconnection Property to vest in Tenant all of the Landlord's right, title and interest in and to the Interconnection Property. In no event shall any deeds of trust, mortgages, judgment liens, tax liens or mechanics' and materialmen's liens on the Interconnection Property created by, through or under Landlord or Landlord's agents or contractors be deemed "permitted exceptions" and, at or prior to Closing, Landlord shall cause all such liens to be released of record with respect to the Interconnection Property.
- b. Landlord and Tenant shall execute, acknowledge and deliver to the Title Company, a release of any and all liens or interests created under or pursuant to the provisions of the Lease with respect to the Interconnection Property.
- c. Landlord and Tenant shall execute and deliver such documents as are customary or required by the Title Company or a Financing Party in connection with the Closing.
- d. Tenant shall deliver funds in the amount of the Purchase Price.
- e. Tenant shall pay all of its costs associated with purchasing the Interconnection Property, including without limitation, the costs of survey, title insurance and closing costs.
- f. Ad valorem taxes relating to the Interconnection Property for the calendar year in which the Closing occurs shall be prorated between Landlord and Tenant as of the date of such Closing, based upon the best available estimates of the amount of taxes that will be due and payable for the calendar year in which the Closing occurs if the actual amounts are not known. Within thirty (30) calendar days of the date the amount of taxes on the Interconnection Property for such year are known, Landlord and Tenant shall readjust the actual amount of taxes to be paid by each party with the result that Landlord shall pay for the portion of the current year's taxes attributable to the period of time prior to the Closing.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “**Amendment**”) is made and entered into on February 15, 2022 (the “**Amendment Effective Date**”), by and between Scott Wilferd and wife, Kellie Wilferd (collectively, “**Landlord**”) and Banjo Creek Solar LLC, a Kentucky limited liability company (“**Tenant**”).

RECITALS

A. Landlord and Tenant entered into that certain Lease dated September 30, 2021 (the “**Lease**”), which is evidenced by that certain Memorandum of Lease dated September 30, 2021, and recorded in Book Mis 29, Page 642, Official Public Records of Graves County, Kentucky (the “**Memorandum**”). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Lease.

B. Landlord and Tenant desire to amend the Lease as more particularly set forth herein.

Now, therefore, for good and valuable consideration, Landlord and Tenant agree as follows:

1. Section 1 of the Basic Terms and Conditions of the Lease is hereby deleted and replaced with the following:

(1) Leased Premises	Landlord is the owner of approximately 331 acres in Farmington, Graves County, Kentucky further described in Exhibit A (the “ <i>Property</i> ”), in which Landlord desires to lease up to 245 acres as preliminarily depicted in Exhibit A-1 (the “ <i>Leased Premises</i> ”).
---------------------	---

2. The definition of Property contained in the Lease is hereby amended to be as follows:

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Parcel I - Rogers Farm:

Tract I: The East half of the Northwest Quarter of Section 15, Township 2, Range 2 East, containing 80 acres of land, more or less.

Tract II: The East half of the Southwest Quarter of Section 10, Township 2, Range 2 East, containing 80 acres of land, more or less.

Less and Except: Being a part of Tract #2 as conveyed to Max G. Rogers and wife, Ruth W. Rogers, by deed of record in Deed Book 299, Page 229 and Deed Book 299, Page 415, Graves County Clerk's Office, and lying South of Wilferd Road and being more particularly described as follows: Beginning at the North west corner of said Tract #2, which is an 80 acre tract of land; thence 253 feet South; thence 109 feet East; thence 126 feet North; thence 193 feet in a Northeasterly direction to a point on the South right of way line of Wilferd Road; thence 250 feet to the point of beginning.

Less and Except: Being a 2.92 acre parcel of land as surveyed by Dennis W. Looper, KY LPLS #3437 on January 24, 2017, and being located on the South side of Wilferd Road approximately 1.8 miles South of the Farmington community of Graves County, Kentucky; and more particularly described as beginning at the proposed Northeast corner of the property herein described, said corner being a W' dia X 24" Ing steel pin and surveyors cap #3437 set in the South right of way line of Wilferd Road and lying on a bearing of South 87 degrees 08' 38" West - 2676.96 feet from a found PK nail at the intersection of the centerlines of Wilferd Road and State Route 564; thence South 00 degrees 10' 18" West - 656.10 feet generally along a fence and being the West line of the Linda Coltharp, Larry Kent Guthrie and Kelly R. Lisanby property as described in Deed Book 498, Page 187 to a W' dia x 24" Ing steel pin and surveyor's cap #3437 set, said pin being the proposed Southeast corner of the property herein described and a common corner with the remaining portion of the M. Scott Wilferd property as described in Deed Book 373, Page 70; thence South 87 degrees 27' 07" West - 91.00 feet and passing through a W' dia x 24" Ing steel pin at a distance of 85.00 feet to a point in the centerline of a ditch, said point being the proposed Southwest corner of the property herein described and a common corner with the remaining portion of the previously mentioned Wilferd property; thence along the centerline of a ditch and being the proposed West line of the property herein described the following four (4) calls: (1) North 25 degrees 16' 38" West - 64.02 feet to a point; (2) North 11 degrees 19' 00" West - 113.93 feet to a point; (3) North 17 degrees 57' 41" West - 345.84 feet to a point; North 19 degrees 02' 26" West -156.74 feet to a point in the South right of way line of

Wilferd Road, said point being the proposed Northwest corner of the property herein described and a common corner with the previously mentioned Wilferd property; thence North 87 degrees 29' 15" East - 300.65 feet along the South right of way of Wilferd Road (40.00 ft ROW) and passing through a W' dia x 24" Ing steel pin and surveyors cap #3437 set at a distance of 19.61 feet to the point of beginning.

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

Parcel I being the same lands conveyed by Deed from David Hawks and wife, Denise Hawks to M. Scott Wilferd, dated March 6, 1998, and of record in Deed Book 373, Page 70 in the Graves County Court Clerk's Office.

Parcel II - Delk Farm:

The West half of the Northwest Quarter of Section 15, Township 2, Range 2 East containing 80 acres, more or less.

Less and Except: Beginning at a fence post in the South right of way line of the Wilferd Road, said beginning point being West along the South right of way line of said road 686 feet from the Northeast corner of that parcel of land in the Northwest Quarter of Section 15, Township 2, Range 2 East as described in Deed Book 248, Page 60, Graves County Court Clerk's Office; thence in a Southerly direction following said fence row 180 feet, more or less, to a point; thence in an Easterly direction 122 feet to an iron pin; thence in a Northerly direction 40 feet to an iron pin; thence in a Northeasterly direction 107 feet to an iron pin; thence in a Northerly direction 193 feet to an iron pin in the South right of way line of the Wilferd Road; thence in a Westerly direction along the South right of way line of Wilferd Road 269 feet to the point of beginning.

Parcel II being the same lands conveyed by Deed from Alfred H. Delk and wife, Hallie M. Delk to M. Scott Wilferd, single, dated April 15, 1993 and of record in Deed Book 342, Page 263 in the Graves County Court Clerk's Office.

[Remainder of page is blank; text continues on next page]

PARCEL NO. I:

The east half of the Northeast Quarter of Section 22 T 2 R 2 E, bounded as follows:

Beginning at the Northeast corner of said Quarter; thence South along section line to the Southeast corner of said Quarter; thence West 90 poles to a stake; thence North 85 poles to stake; thence East 20 poles to stake; thence North 80 poles to a stake on section line; thence East 70 poles to the beginning corner containing 80 acres, more or less; except 30 acres out of the Northeast corner of above 80 acres herein described deeded to Beaugard Adams, the creek being designated as line between this tract and the above 30 acres; also 20 acres of land described as follows: Beginning at a rock on section line the Northeast corner of F. M. Hargrove land; thence West 92 poles to the Southeast corner of W. R. Hargrove land; thence North far enough to make 20 acres; thence East to said section line; thence South along section line to the beginning; also one acre out of the Northwest corner of the Southwest Quarter of Section 23 T 2 R 2 E.

Being the same real estate conveyed to Bobby G. Wilferd and wife, Mary Edna Wilferd, by deed from Lettie Mae Wilferd, et al, dated December 20, 1990, and of record in Deed Book 329, Page 56, in the Graves County Clerk's Office. The said Bobby G. Wilferd and Mary Edna Wilferd were subsequently divorced and by deed dated October 5, 1993, and recorded in Deed Book 344, Page 844, Graves County Clerk's Office, Mary Edna Wilferd, a single person, conveyed all of her right, title and interest in and to subject real estate to Bobby G. Wilferd, a single person.

PARCEL NO. II:

51-1/2 acres of land, more or less, part of the northeast and part of the southeast quarters of Section 22, T. 2, R. 2 East, said tract is bounded as follows: Beginning on the west line of the Southeast Quarter of Section 22, T. 2, R. 2, East 40 poles south of the northwest corner of said quarter; thence North with said

[Remainder of page is blank; text continues on next page]

quarter section line and with the west line of the Northeast Quarter of said Section, Township and Range a distance of 109 poles, more or less, to a wire fence, running east and west, which wire fence is recognized and established as the dividing line between this land and the land conveyed by W. R. Hargrove to J. W. Hargrove by deed dated May 21, 1919, of record in Deed Book 65, Page 631, Graves County Court Clerk's Office; this wire fence is the dividing line; thence East 90 poles to a stake; thence South about 5 poles to a stake, it being a corner established; thence West 20 poles to a stake; thence South about 104 poles on into the Southeast Quarter of Section 22, T. 2, R. 2 East at a stake; thence West 70 poles to the beginning corner, containing in said boundary 51-1/2 acres, more or less.

There is excepted from the above described 51-1/2 acres and not conveyed hereby that certain tract of land conveyed to L. G. Colley by W. R. Hargrove and wife by deed dated May 17, 1927, and recorded in Deed Book 85, Page 451, in which deed said tract of land is described as follows, viz:

15 acres of land described as follows:

Beginning on the west line of the N E Qr of Sec 22 R 2 E, just 38 rods and 5-1/2 feet north of the N W Corner of S E Qr Sec 22 T 2 R 2 E, as described in deed from heirs of J. W. Hargrove to W. R. Hargrove recorded in Deed Book 65, Page 634, May, 1919,

First line. Thence North 30 rods and 11 feet to a wire fence running east and west wire fence is a recognized and established line between W. R. Hargrove and land known as the John Hargrove land.

2nd line. Thence East 91 rods and 5 ft and 5 in as measured by L. G. Colley and W. R. Hargrove.

3rd line. Thence South 10 rods 15-1/2 feet (same measurement)

4th line. West 19 rods and 10 ft (same measurement)

5th line. South 20 rods and 13 ft same measurement

6th line. West to beginning 71 rods 11 ft and 11 inches same measurement 15 acres herein deeded."

And:

Fifteen acres of land, part of the S. W. Quarter of Section 22, T. 2, R. 2, East. Said 15 acres to come off the north end of a 60 acre tract off East side of said Quarter, and bounded as follows: On the North by Mrs. Vernon Sims and Ed Coltharp; on the East by public road; on the South and West by the former Markham Ligon place, now J. L. Dunn land.

Being the same real estate conveyed to Bobby G. Wilferd and wife, Mary Edna Wilferd, by deed from Harry Hargrove, for and on behalf of Grace Hargrove, by virtue of Power of Attorney dated May 20, 1976, of record in Deed Book 255, Page 799, in the Graves County Clerk's Office. The said Bobby G. Wilferd and Mary Edna Wilferd were subsequently divorced and by deed dated October 5, 1993, and of record in Deed Book 344, Page 852, Graves County Clerk's Office, Mary Edna Wilferd, a single person, conveyed all of her right, title and interest in and to subject real estate to Bobby G. Wilferd, a single person.

3. The Property (as amended in Section 2 above) is generally depicted on Exhibit A attached hereto. Exhibit A of the Lease is hereby amended to match the legal description of the

Property set forth in Section 2 above.

4. Exhibit A-1 of the Lease is hereby deleted and replaced with Exhibit A-1 attached hereto.

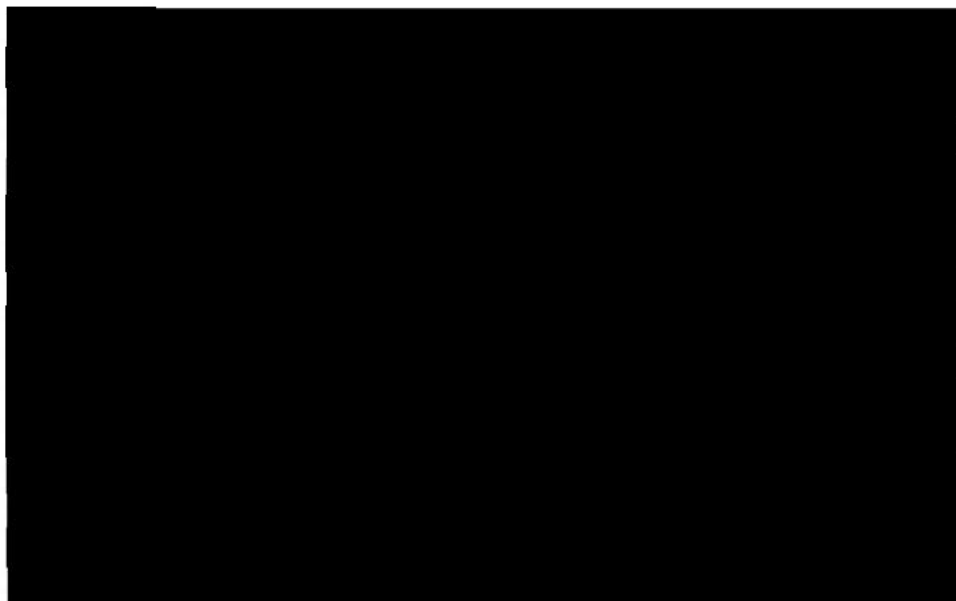
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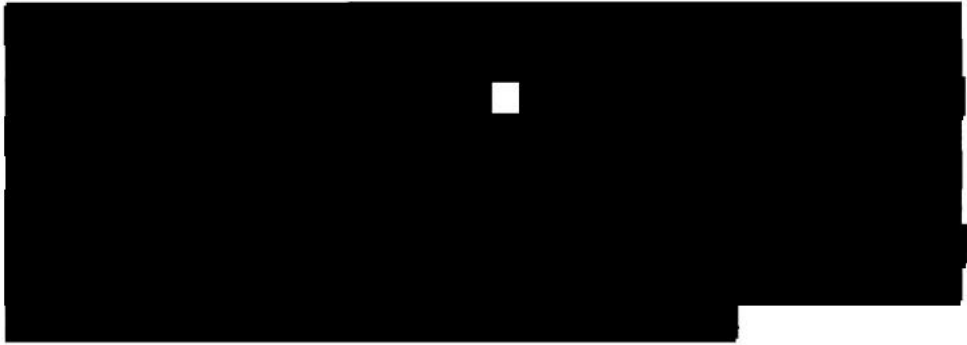
6. Exhibit A-2 of the Lease is hereby deleted and replaced with Exhibit A-2 attached hereto.

7. Sections 2 and 3 of the Basic Terms and Conditions of the Lease are hereby amended and restated as follows:

8. Section 1.1 of Exhibit 1 of the Lease is hereby amended and restated as follows:





9. [Redacted]

10. Landlord hereby ratifies and confirms all terms and provisions of the Lease, as amended hereby. Except as otherwise provided by this Amendment, all terms and conditions of the Lease shall remain in full force and effect and Landlord and Tenant shall be bound thereby.

11. In the event of any conflict between the terms of this Amendment and the Lease, the terms of this Amendment shall prevail. This Amendment shall be construed under the laws of the State of Kentucky.

12. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Lease (as amended hereby), and the Lease (as amended hereby) contains the valid, binding and enforceable obligations of such party.

13. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to be effective as of the Amendment Effective Date.

Landlord:

Signature: _____

Scott Wilferd

Signature: _____

Kellie Wilferd

Tenant:

Banjo Creek Solar LLC,

a Kentucky limited liability company

By: GLENNMONT CEF IV US SOLAR DEVELOPMENT

Name: DRIES BRUYLAND

Title: PRESIDENT

EXHIBIT A
Property

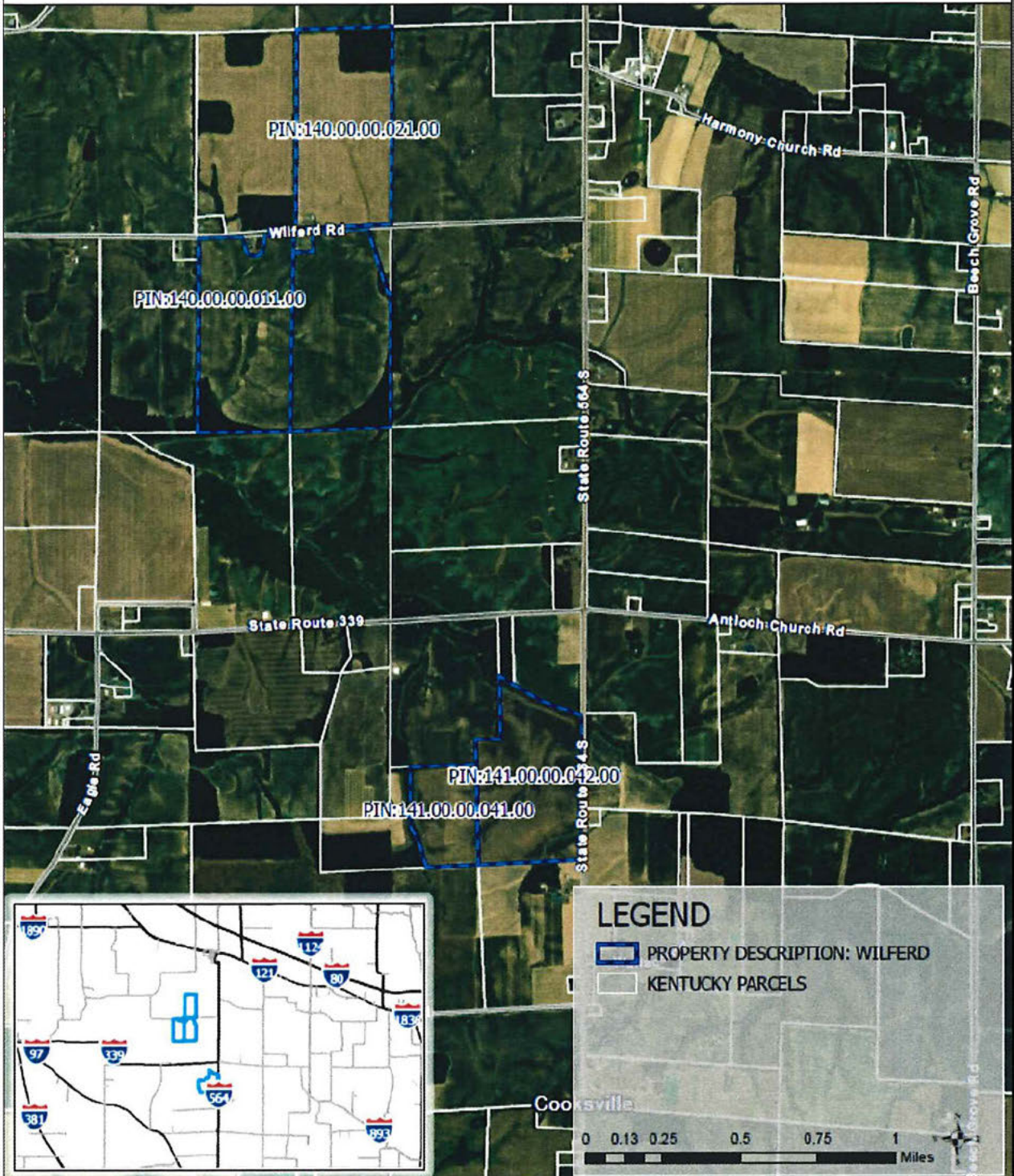
The above-described Property is generally depicted on the map attached hereto.

EXHIBIT A



KY

PROPERTY DESCRIPTION: PARCEL # 140.00.00.021.00, 140.00.00.011.00, 141.00.00.041.00 & 141.00.00.042.00



This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

220815-1255_434 KY PropertyDescription_ScottWilferd.pdf
Date Exported 8/15/2022 12:55 PM

EXHIBIT A-1
Leased Premises

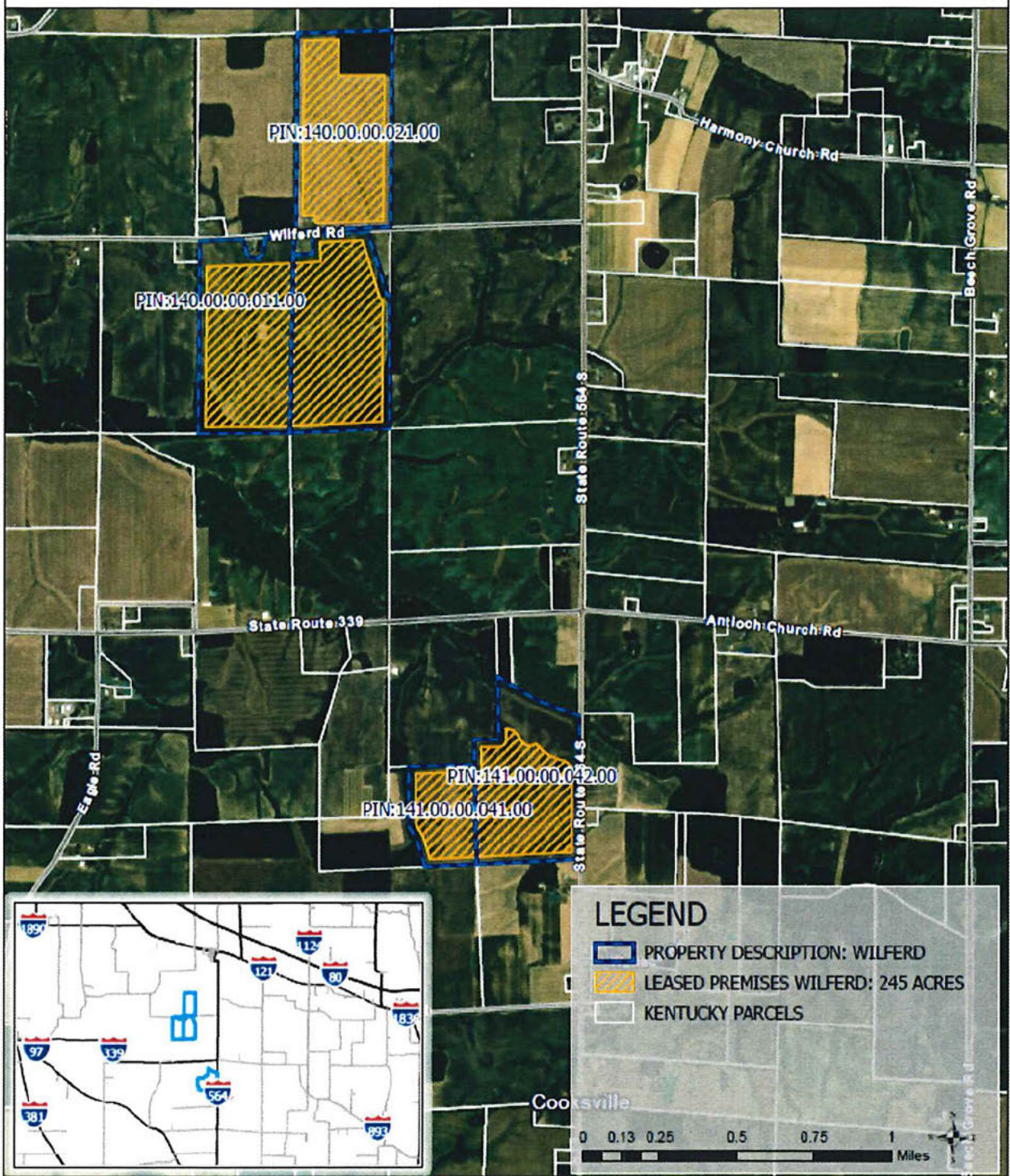
See attached exhibit.

EXHIBIT A - I



KY

PROPERTY DESCRIPTION: PARCEL # 140.00.00.021.00, 140.00.00.011.00, 141.00.00.041.00 & 141.00.00.042.00



This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

220815-1251-434 KY LeasedPremises_ScottWilferd.pdf
Date Exported 8/15/2022 12:51 PM

EXHIBIT A-2
Potential Interconnection Property

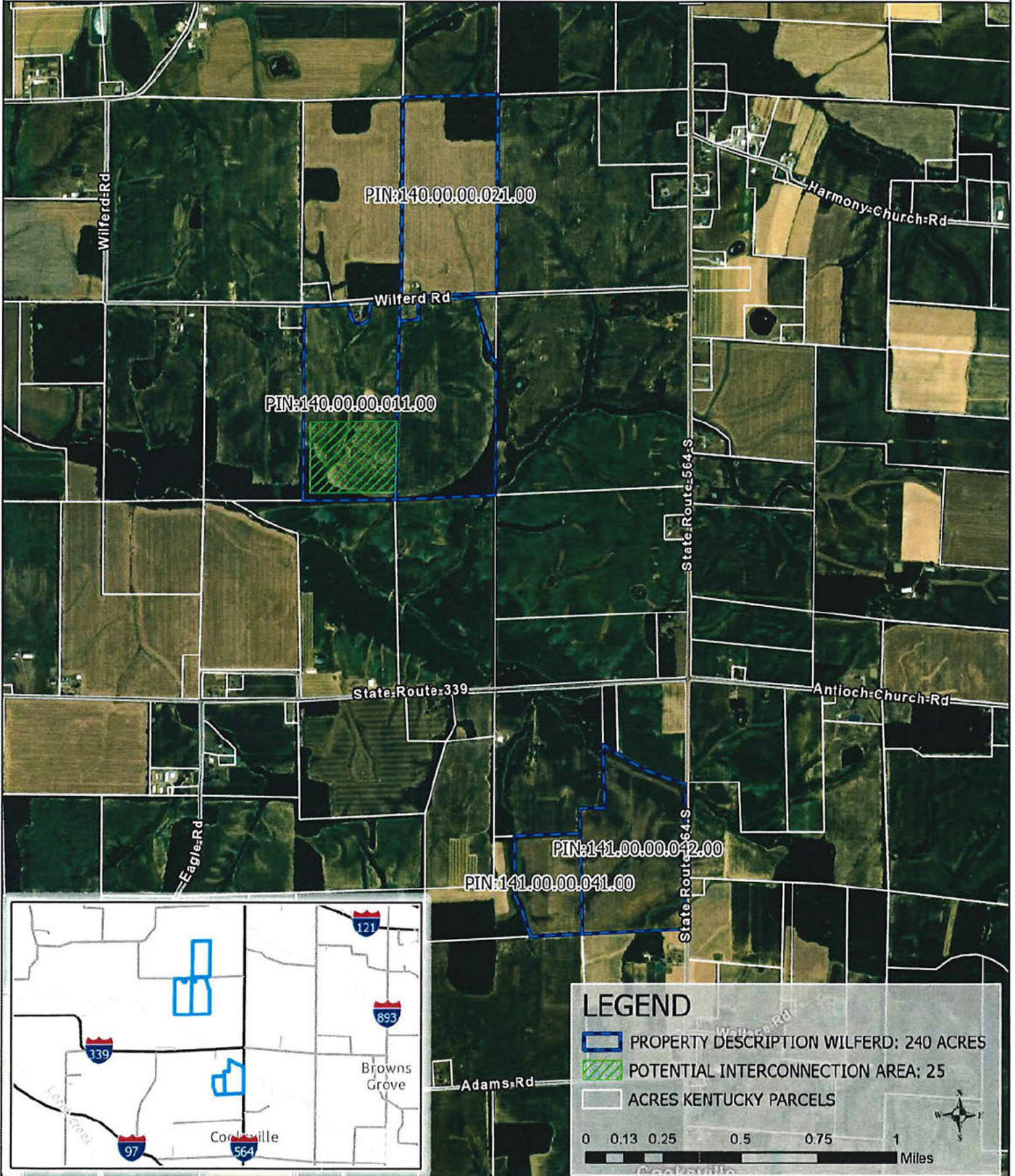
See attached exhibit.

EXHIBIT A - II



KY

PROPERTY DESCRIPTION: PARCEL # - 140.00.00.021.00, 140.00.00.011.00, 141.00.00.041.00, & 141.00.00.042.00



LEGEND

- PROPERTY DESCRIPTION WILFERD: 240 ACRES
- POTENTIAL INTERCONNECTION AREA: 25
- ACRES KENTUCKY PARCELS

0 0.13 0.25 0.5 0.75 1 Miles

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.




LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into by and between Landlord and Tenant (each a "Party" and collectively "Parties") as of the latest signature date below (the "Effective Date"). Now, therefore, for good and valuable consideration, the sufficiency of which is acknowledged, Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises on the terms and conditions of this Lease as follows:

Basic Terms and Conditions

LANDLORD:		TENANT:	
Name and Address	Joel K. Diel [Redacted]	Name and Address	Banjo Creek Solar LLC [Redacted]
	Amanda Diel [Redacted]		
Phone	[Redacted]	Phone	[Redacted]
E-Mail		E-Mail	[Redacted]

(1) Leased Premises	Landlord is the owner of approximately 125 acres, more or less, in Farmington, Graves County, Kentucky further described in Exhibit A (the " <u>Property</u> "), in which Landlord desires to lease up to 89.82 acres as preliminarily depicted in Exhibit A-1 (the " <u>Leased Premises</u> ").
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

	
	
(9) Landlocked Parcels	Tenant's designation and use of the Leased Premises or construction or development activities thereon shall not render any portion of the Property not included within the Leased Premises and which consists of five or more tillable, cropland acres without actual, physical access for vehicles and farm equipment to and from a publicly dedicated right-of-way.
	

The Parties agree that the Basic Terms and Conditions shall govern if any term(s) contained in the Exhibit(s) may be inconsistent or contradict in comparison. Capitalized terms used but not defined in the Basic Terms and Conditions section shall have the same meanings as that specified in the Exhibits. Landlord and Tenant may be referred to in this Lease collectively as the "Parties" and individually as a "Party."

The Exhibits listed below are incorporated herein by this reference and made a part of the Lease:

- Exhibit A: Property
- Exhibit A-1: Leased Premises
- Exhibit 1: General Terms and Conditions
- Exhibit 2: Form of Memorandum of Lease

[Signatures Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease to be effective as of the Effective Date.

Landlord:

Signature: Joel K. Diel
Joel K. Diel, an individual person

Date: 10-26-2022

Signature: Amanda K. Diel
Amanda K. Diel, an individual person

Date: 10/26/2022

Tenant:

Banjo Creek Solar LLC,
a Kentucky limited liability company

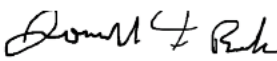
By: 
Name: Jon Burke
Title: Manager
Date: October 27, 2022

EXHIBIT A
Property

The following real property located in Graves County, Kentucky described as follows (the "Property"):

TRACT I: Being 35-23-2/7100 acres of land in the Northeast corner of the S.W. Qr. of Sec. 14. T. 2. R. 2. E. and being 57 rods East and West and running to the division of the Quarter North and South.

TRACT II: Being 14-76-5/71100 acres of land in the Southeast corner of the N.W. Qr. of Sec. 14. T. 2. R. 2. E.

Both Tracts I and II together containing 50 acres.

TRACT III: Being 50 acres of land to be taken through the middle of the S.E. Qr. of Sec. 14. T. 2. R. 2. E. and commencing 50 rods South of the Northwest corner of said Quarter, running South 50 rods; thence East 160 rods; thence North 50 rods to T.M. Curtis' South boundary line.

TRACT IV: Being 22 acres of land, 13-3/4 acres to be taken off of the Northwest corner of the S.E. Qr. of Sec. 14. T. 2. R. 2 E. commencing at the Northwest corner of said Quarter running South 15 rods; thence East 54 rods; thence North 50 rods; thence West 44 rods to beginning.

TRACT V: Being 8 1/4 acres to be taken off of the Southwest corner of the N.E. Qr. of Sec. 14. T. 2. R. 2. E. commencing at the same corner as above, running North 30 rods; thence East 44 rods; thence South 30 rods; thence West 44 rods to the beginning, containing in all 72 acres.

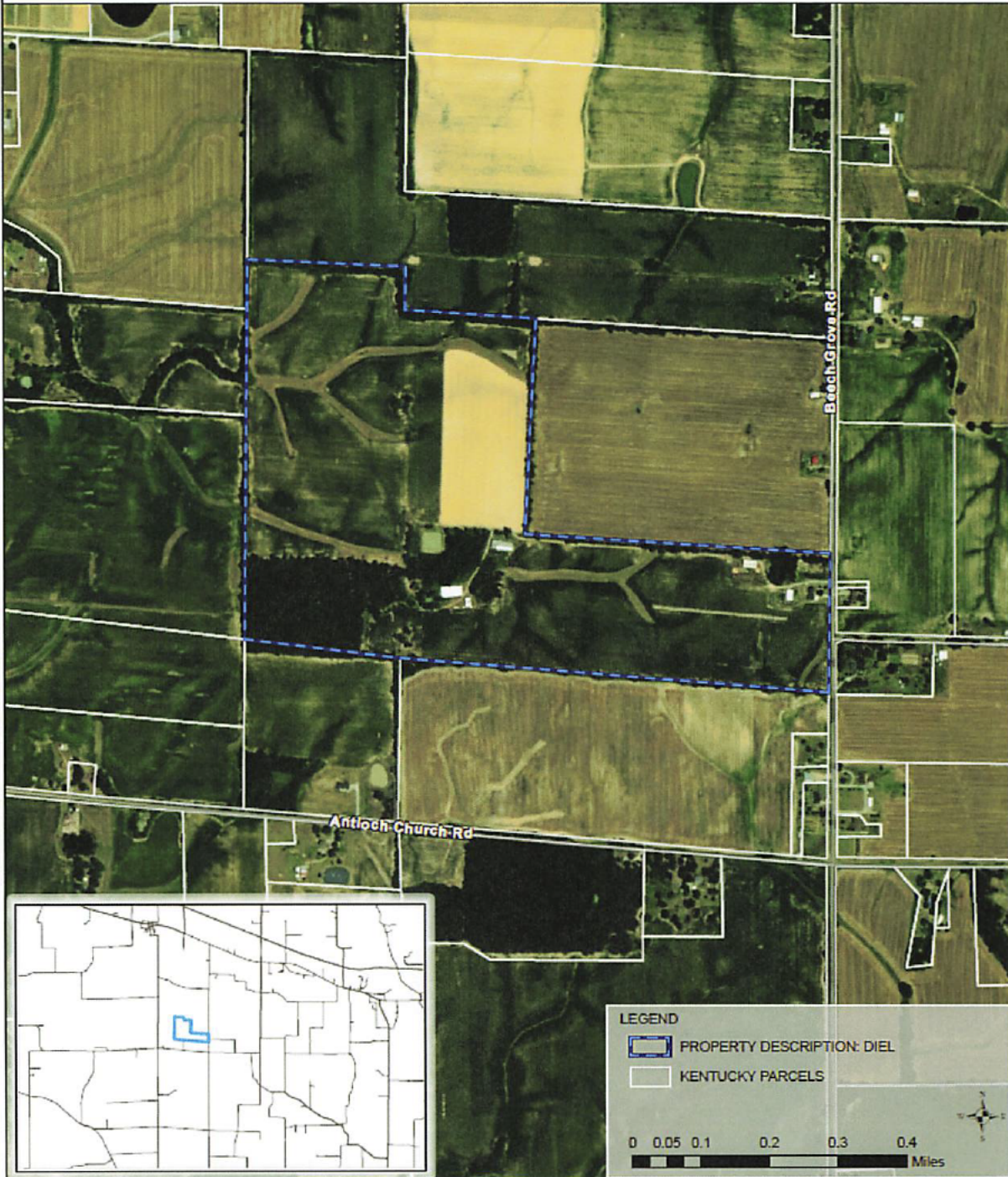
And being all of the property conveyed to Landlord by S.F. Jordan, a single person, by deed dated and recorded February 15, 1982 and of record in Deed Book 285, Page 40 in the office of the Clerk of the Graves County Court.

The above-described Property is generally depicted on the map attached hereto.

EXHIBIT A

KY

PROPERTY DESCRIPTION: PARCEL #156.00.00.064.00



This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

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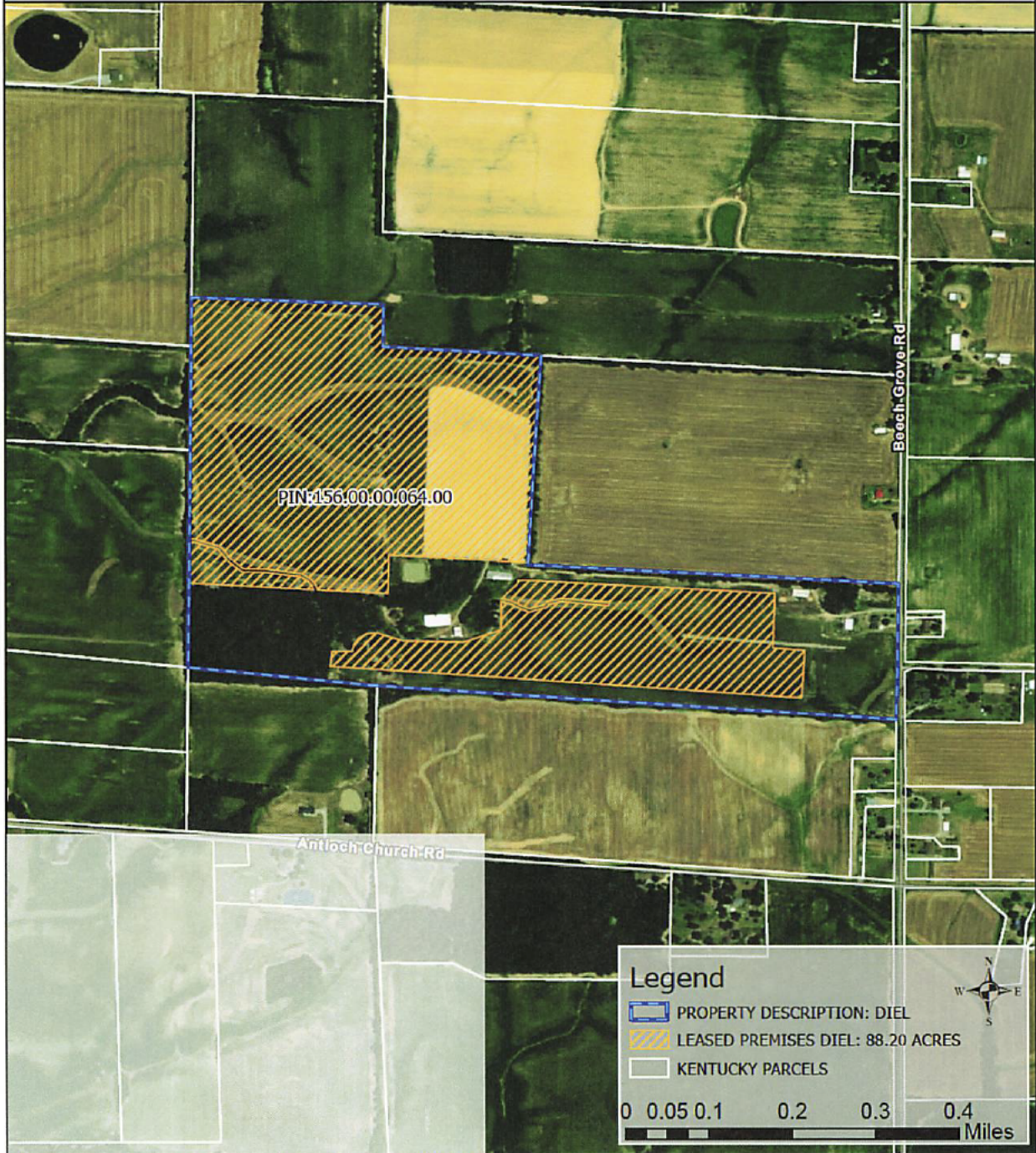
EXHIBIT A-1
Leased Premises

See attached exhibit.

EXHIBIT A-I

KY

PROPERTY DESCRIPTION: PARCEL #156.00.00.064.00



This map may not be a certified survey and has not been reviewed by local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

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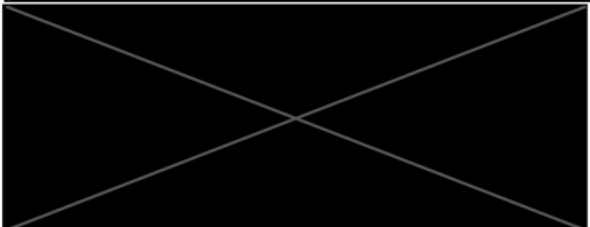
EXHIBIT 1
General Terms and Conditions

1. Commercial Terms.

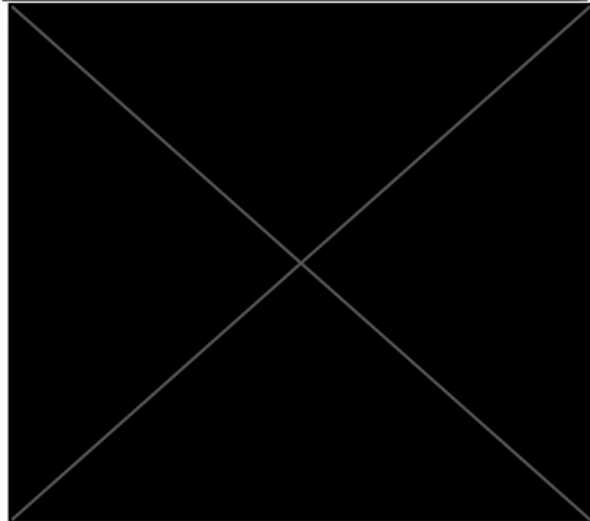
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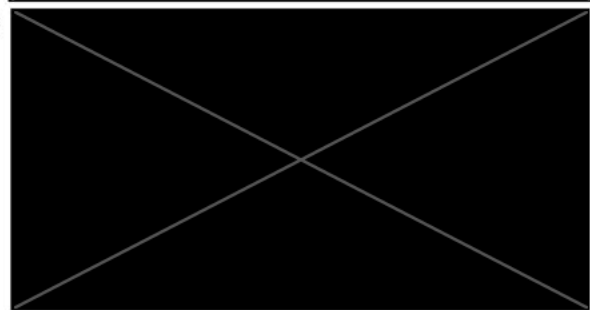
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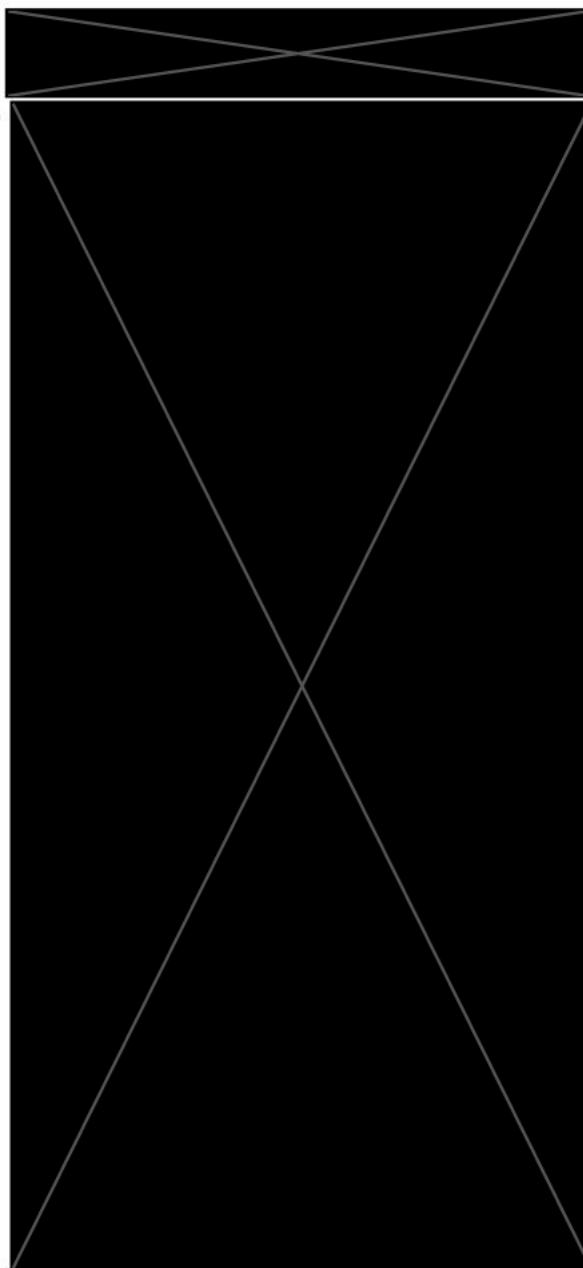
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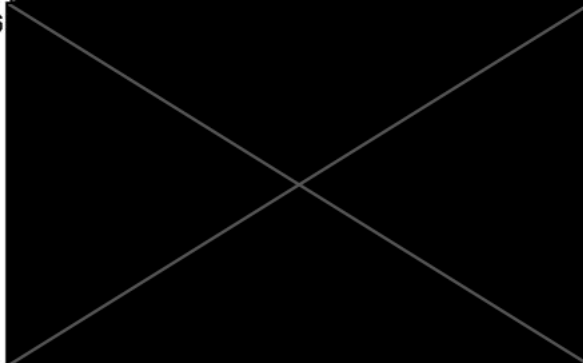
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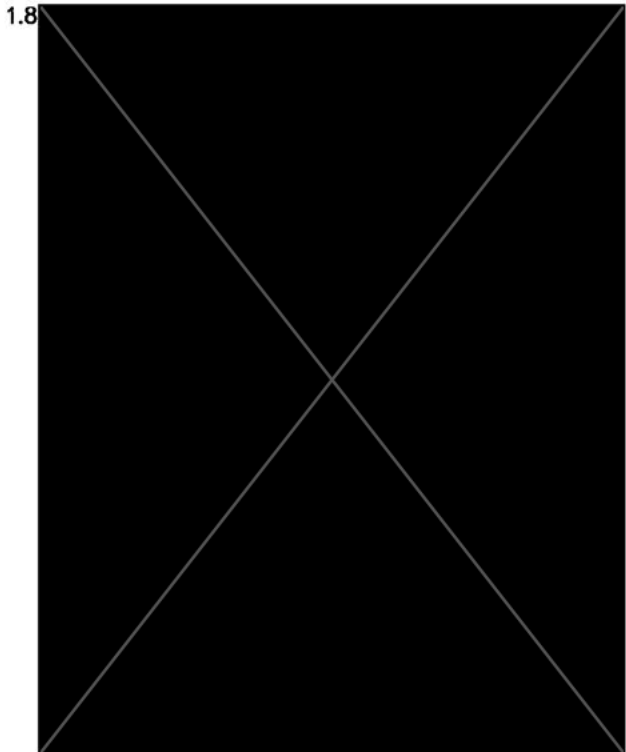
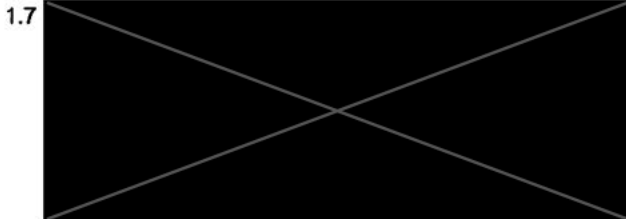
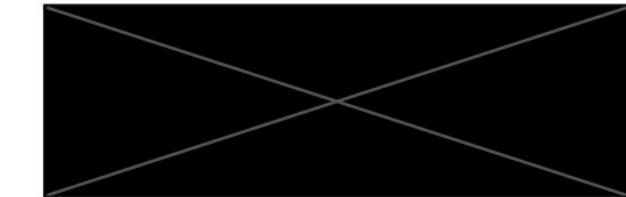


1.5



1.6





photovoltaic power array for the generation, storage, and distribution of electric power (the "Solar Operations"), which shall include without limitation developing, constructing, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following: (i) solar electric power generation facilities; (ii) power collection facilities, including distribution and collection lines, wires and cables, conduit, footings, foundations, vaults, junction boxes, switching facilities, transformers, and above-ground transformers; (iii) control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (iv) roads, driveways, culverts and erosion control facilities; (v) utility installations; (vi) laydown areas, crane pads and staging areas necessary for the installation and maintenance of the solar generation facilities; (vii) signs; (viii) fences, gates and other safety and protection facilities; (ix) batteries and energy storage equipment; and (x) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with converting solar energy into electrical energy, storing it and transmitting the same (collectively, the "Improvements"); and undertaking any other activities to determine the feasibility of the Property including conducting surveys, studies of environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drill pits and studies. Tenant shall have the right to remove fences, gates, hunting stands/targets, cattle guards and any other improvements or structures on the Leased Premises which interfere with the Solar Operations. Tenant shall pay all utility costs incurred on the Leased Premises by reason of the Solar Operations. Further, Landlord acknowledges and agrees that direct access to sunlight ("Sunlight") is essential to the value to Tenant of the rights granted in this Lease and is a material inducement to Tenant in entering into this Lease. Landlord shall not engage in, license, sell or permit others to engage in activities on the Property, or on any adjacent parcel belonging to Landlord, that could adversely affect Sunlight, including but not limited to the construction of any structures, or allow the growth of foliage. If Landlord becomes aware of any potential activity that could diminish the Sunlight on the Property, Landlord shall use its best efforts both to timely advise Tenant of such information and to reasonably cooperate with Tenant in taking measures to preserve the levels of Sunlight at the Property which exist as of the Effective Date. Tenant shall be entitled to seek all remedies available at law and in equity, including but not limited to, specific performance, to compel compliance with this Section.

2. **Lease.** Beginning on the Effective Date, subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Premises. Upon completion of an as-built survey (the "Survey") delineating the Leased Premises, which shall be completed by Tenant within 30 days after the Placed-in-Service Date, the Parties shall amend **Exhibit A-1** to accurately identify the Leased Premises, which amended exhibit shall contain the legal descriptions of the final Leased Premises contained in such Survey and shall definitively establish the acreage of the Leased Premises for purposes of calculating all installments of Rent.

3. **Uses.** During the Development Period and the Term and at Tenant's sole expense, Tenant may use the Leased Premises to develop, construct and operate a solar

4. **Improvements; Use.**

4.1 **Construction; Maintenance; Compliance with Laws.** Throughout the Term, Tenant will, at Tenant's sole expense, maintain the Improvements in good condition and repair, ordinary wear and tear, matters of casualty or condemnation excepted, and will comply in all material respects with all applicable laws, rules, ordinances, orders, and regulations of governmental authorities ("Applicable Laws"). Tenant shall have the right, in its sole discretion and expense, to contest by appropriate legal proceedings brought in the name of Tenant and/or Landlord, the validity or

applicability to the Leased Premises or the Improvements of any Applicable Law. Landlord will cooperate in every reasonable way in any such contest, but at no out-of-pocket expense to Landlord.

4.2 Exclusive Right; Improvements Property of Tenant. Tenant shall have the exclusive right to develop and use the Leased Premises. Landlord shall not grant, or permit to be granted, any lease, sublease, easement, license, access, ingress, egress, concession, co-tenancy or other use, right or privilege of any nature whatsoever, on, over, under or above any portion of the Leased Premises (collectively, "Third Party Interests") during the Development Period, Term or Restoration Period except as provided in Section 11.5. Landlord shall reasonably cooperate with Tenant in connection with its Solar Operations and, upon request by Tenant, will make available to Tenant copies of all reports, agreements, surveys, plans and other records of Landlord that relate to the feasibility of the construction and/or use of Improvements on the Property. Any Improvements constructed or placed on the Property by Tenant shall be owned and remain the sole property of Tenant and may be replaced, repaired or removed at any time by Tenant alone during the Development Period and the Term. Landlord acknowledges and agrees that any Improvements constructed or placed on the Property by Tenant shall be owned and remain the sole property of Tenant and, despite the fact that portions of the Improvements may be affixed to the Leased Premises, (i) Tenant is the exclusive owner and operator of the Improvements and Solar Operations, (ii) the Improvements and Solar Operations shall not be construed to be a fixture and (iii) Tenant is the exclusive owner of the electricity generated by the Solar Operations and any/all environmental attributes and incentives derived. Landlord has no right, title or interest in the Solar Operations and has waived all rights it may have to place a lien on the Solar Operations and/or Improvements.

4.3 Liens. Each Party will keep the Property free of all liens and claims of liens for labor and services performed on and materials, supplies, or equipment furnished to the Property by or at its request. Each Party shall have the right in its sole discretion to contest by appropriate legal proceedings brought in the name of itself or the other Party the validity or amount of any lien; provided, however, Tenant shall have the right to lead such measures as may be required under applicable law to protect Tenant's and Landlord's interest in the Property.

4.4 Landlord and Third-party Access. After the Commencement of Construction, at its sole risk shall Landlord have the right to enter the Leased Premises to inspect the same at reasonable times and upon reasonable advance written notice to Tenant (which notice shall be delivered at least five (5) days in advance of such entry and may be delivered by email to ggeus@greengoenergy.com (or such other email address as Tenant may designate from time to time by written notice to Landlord)) provided that such entry shall not interfere with the Solar Operations, construction or Restoration. Tenant shall have the right to accompany Landlord during any such entry and Landlord shall comply with any and all safety rules established by Tenant. Tenant shall

have the power and authority to control and prevent access of third parties to the Leased Premises. Tenant may invite third parties upon the Leased Premises without permission from Landlord during the Development Period, Term, and Restoration Period.

5. Taking. If Landlord or Tenant receives any notice of a proposed or actual taking (i.e., any action or proceeding in eminent domain or a transfer in lieu of condemnation to any authority entitled to exercise the power of eminent domain) of any portion of the Leased Premises, it will promptly notify the other Party. Landlord and Tenant agree as follows: (i) this Lease shall terminate with regards to the portion of the Leased Premises that has been taken upon the date that possession is surrendered to the condemning authority and Tenant shall be entitled to a reduction of Rent based on the acreage taken, (ii) Landlord and Tenant shall each be permitted to prosecute any awards allowed of such Parties by applicable law against the condemning authority, provided neither Party shall enter into any binding agreement or settlement without the prior consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, (iii) in the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests, then (a) the single award shall be fairly and equitably apportioned between Landlord and Tenant (the "Award"), (b) the portion of the Award to be received by Tenant shall be based upon the reduction of Tenant's leasehold estate, the taking of any Improvements, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking, (c) 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.

6. Indemnification and Insurance. Subject to Section 13.12 of this Exhibit 1, Landlord shall indemnify and hold Tenant harmless from any and all damages or claims that Tenant may be compelled to pay or defend arising in connection with this Lease or Use of the Leased Premises, except to the extent such damages or claims are directly attributable to the actions or omissions of Tenant or any of Tenant's agents or employees. Subject to Section 13.12 of this Exhibit 1, Tenant shall indemnify and hold Landlord harmless from any and all damages or claims that Landlord may be compelled to pay or defend in connection with this Lease or Tenant's use of the Leased Premises, except to the extent such damages or claims are directly attributable to the actions or omissions of Landlord or any of Landlord's agents or employees. Landlord damages shall not include (and Tenant shall not be required to indemnify Landlord with respect to) losses of rent, business opportunities, profits and the like that may result from the Solar Operations or Restoration. During the Term, Tenant shall maintain customary general liability insurance, which shall name Landlord as an additional insured.

7. Assignments, Mortgages, Transfers.

7.1 Transfers by Tenant. This Lease shall be binding upon and inure to the benefit of the Parties and their legal representatives, successors and assigns. Tenant may

pledge, sell, grant, assign, collaterally assign, sublease, mortgage and otherwise transfer (each, a "Transfer") this Lease or Tenant's leasehold interest in the Leased Premises, in whole or in part, without Landlord's prior consent; provided that Tenant shall notify Landlord within a reasonable time after such Transfer. In the event that Tenant mortgages, collaterally assigns, or otherwise encumbers or grants security interests in all or any part of its interest in the Leased Premises or Improvements as security to various financing parties, including without limitation, lenders, banks and tax equity investors (collectively, "Financing Parties" and each a "Financing Party"), Landlord shall cooperate with Tenant and any of its Financing Parties as reasonably necessary in connection with such grant of security including execution and delivery of all documents reasonably requested by a Financing Party in a form satisfactory to Landlord, Tenant and Financing Party. Each Financing Party is and shall be an express third party beneficiary of the applicable provisions of this Lease and shall be entitled to compel the performance of the obligations of Landlord under this Lease. If the Financing Parties, or a purchaser through foreclosure, shall (x) acquire title to the Improvements and the leasehold estate created by this Lease, (y) cure all defaults which are susceptible of being cured by the Financing Parties or such purchaser, as the case may be (including without limitation, the payment of all monetary obligations of Tenant), and (z) assume all the obligations of Tenant hereunder, then (i) any default of Tenant which is not susceptible of being cured by the Financing Parties or such purchaser, as the case may be, shall no longer be deemed to be a default under this Lease, and (ii) Landlord shall recognize the Financing Parties or such purchaser, as the case may be, as if such party had been the Tenant under this Lease. For the avoidance of doubt, no Financing Party shall have any obligation or liability under this Lease prior to the time that such Financing Party succeeds to absolute title to Tenant's interest in this Lease.

7.2 Transfers by Landlord. Landlord shall give Tenant at least 30 days' prior notice of any Transfer by Landlord of all or a part of its interest in the Property or in this Lease. Any such Transfer shall be expressly subject to this Lease, it being agreed that the burdens of this Lease and other rights contained in this Lease shall run with and against the Property and/or Leased Premises. For Transfers pursuant to the death of Landlord, Landlord's executor or successor in interest should endeavor to provide notice of such Transfer (or proceedings that will result in such a Transfer) to Tenant as promptly as possible under the circumstances and within a period of no more than 60 days after the death of Landlord. Landlord shall notify Tenant of the closing of such Transfer, and if applicable, the name and contact information of the successor to Landlord's interest and payment instructions for Rent and other amounts due under the Lease; provided, that Landlord shall indemnify Tenant for losses arising from Tenant's payment of Rent or other amounts as so directed. Under no circumstances shall a Transfer by Landlord include the Solar Operations and/or Improvements.

7.3 Estoppel Certificates and Cooperation. At Tenant's or any Financing Party's request, Landlord will execute any estoppel certificates, consents to assignment

and/or non-disturbance agreements within ten (10) business days after receipt of the applicable request. Landlord agrees that Landlord's failure to respond to the request for an estoppel certificate within such ten (10) business days shall be conclusive: (i) that this Lease is in full force and effect and unmodified, except as may be represented by Tenant, and (ii) that there are no uncured Tenant defaults of this Lease.

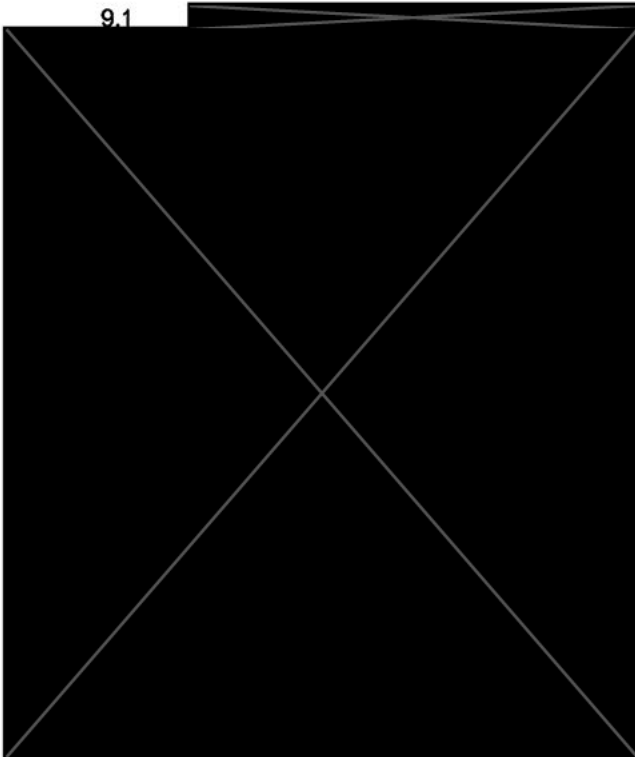
7.4 Landlord Mortgage; Landlord Liens. Landlord shall promptly provide Tenant with a copy of any default notices that Landlord receives with respect to any obligation secured by a mortgage or lien on the Property. If Landlord fails to pay any of its obligations secured by a mortgage or other lien on the Property when due, Tenant may, at its option, pay the amount due and deduct the amount paid from the amount otherwise payable for the Rent or other payment due Landlord. Landlord shall obtain from any holder of a mortgage or other lien on the Property securing debt owed by Landlord Subordination and Non-Disturbance Agreement(s). Landlord expressly acknowledges and agrees that any statutory or common law lien rights in favor of Landlord or any mortgage granted by Landlord with respect to the Property and/or the Improvements subsequent to the date of this Lease, as the case may be, are expressly subordinate and inferior to Tenant's right, title and interest in this Lease, and to any liens and security interests granted by Tenant in favor of any Financing Party. Landlord shall execute or cause its lender to execute any further documentation which may be reasonably requested by Tenant, to evidence such subordination.

8. Landlord's Representations and Warranties. Landlord hereby represents and warrants to Tenant as follows: (1) Landlord is the sole fee title owner of the Property, (2) each person or entity signing this Lease on behalf of Landlord is authorized to do so, (3) Landlord has the unrestricted right, power and authority to enter into and perform its obligations under this Lease and to grant the rights granted to Tenant hereunder, (4) no other person is required to execute this Lease in order for it to be fully enforceable as against all interests in the Leased Premises, (5) this Lease constitutes a valid and binding agreement, enforceable against Landlord in accordance with its terms, (6) Landlord and the Property are not the subject of any bankruptcy, insolvency or probate proceeding, (7) to Landlord's knowledge, except as disclosed in the real property records of the county in which the Property is located, (x) there are no liens, covenants, restrictions, rights of way, easements or other encumbrances affecting the Property that will prevent or limit Tenant's use of the Leased Premises for the purposes permitted under this Lease, or that are otherwise contrary to the terms of this Lease and (y) except as disclosed in the real property records of the county in which the Property is located, there are no other Third Party Interests, (8) throughout the Development Period, Term, and Restoration Period, Tenant shall have legal and practical access to the Property, (9) no litigation is pending, and, to the best of Landlord's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect the Property and if Landlord learns that any such litigation, action, claim or proceeding is threatened or has

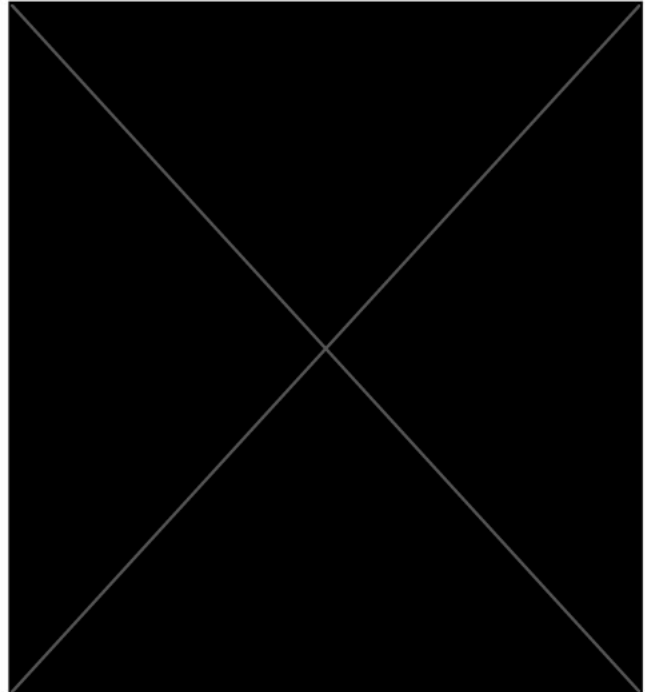
been instituted, Landlord shall promptly deliver notice thereof to Tenant, (10) to the best of Landlord's knowledge (i) no underground tanks are now located or at any time in the past have been located within the Property or any portion thereof, (ii) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste that are now or hereafter classified or regulated as hazardous or toxic under any law has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all Applicable Laws that govern the same or are applicable thereto, (iii) there are no other substances, materials or conditions in, on, under or emanating or migrating from the Property or any portion thereof or emanating or migrating from other Property onto the Property or any portion thereof that may support a claim or cause of action under any Applicable Law, and (iv) Landlord has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law, (11) to the best of Landlord's knowledge, the Property is currently in full and complete compliance with all Applicable Laws, and (12) Landlord is not a party to a Conservation Reserve Program contract ("CRP Contract") with the U.S. Department of Agriculture pursuant to 7 C. F. R. Part 1410 regarding the Property.

9. **Defaults and Remedies.**

9.1



9.2



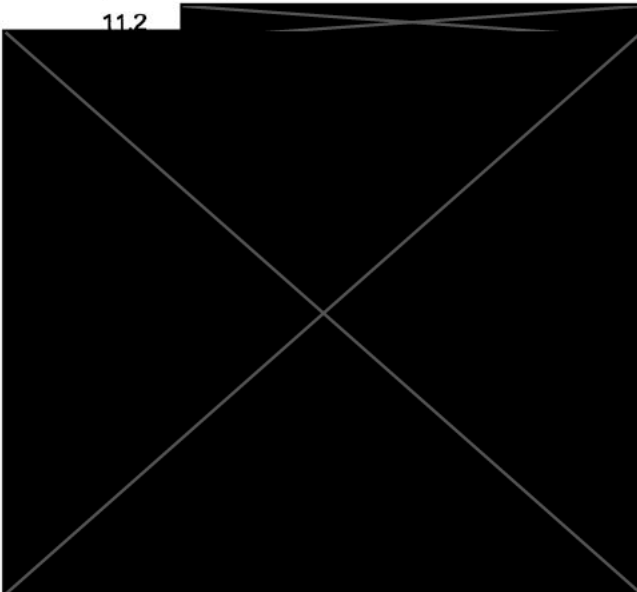
9.3 New Lease. If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding, Landlord agrees, upon request by the first priority Financing Party within 60 days after the rejection or termination, to execute and deliver to Tenant or the applicable Financing Party a new lease for the Leased Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the term of this Lease before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Tenant or the Financing Party prior to rejection or termination). Prior to the execution and delivery of any such new lease, Tenant or the Financing Party shall (i) pay Landlord any amounts which are due Landlord from Tenant, (ii) pay Landlord any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Tenant under this Lease to the extent Tenant failed to perform them prior to the execution and delivery of the new lease and that are susceptible of being cured by the Tenant or the Financing Party.

10. **Notices.** Any notice, consent or other formal communication required or permitted to be given by a Party pursuant to the terms of this Lease shall be in writing and shall be deemed delivered (a) when delivered personally or by email, unless such delivery is made (i) on a day that is not a business day in the place of receipt or (ii) after 5:00 p.m. local

time on a business day in the place of receipt, in either of which cases such delivery will be deemed to be made on the next succeeding business day, (b) on the next business day after timely delivery to a reputable overnight courier and (c) on the business day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed to such Party at the address specified in the Basic Terms and Conditions hereof (or to such other address or having such other contact information as either Party may hereafter specify for such purpose by like notice to the other Party from time to time. All notices to Tenant must also be sent to each Financing Party of which Landlord has been previously notified in writing in accordance with this Section 10.

11. Leased Premises Terms and Conditions.

11.1 Zoning Approvals. Landlord acknowledges that Tenant may, at its own expense, file applications with federal, state, and local governmental bodies for (a) grant of approvals, environmental permits, stormwater permits, road permits, transmission easements, driveways, and grading, construction, building operations and related governmental permits, licenses and approvals (collectively, "Project Permitting") for the Improvements, Solar Operations and/or Restoration, and (b) any zoning relief (including but not limited to rezoning of the Leased Premises) for the Property necessary for Project Permitting. Landlord shall cooperate as necessary in such applications at Landlord's expense.



11.3 Separability. Tenant may divide the Leased Premises to create multiple Solar Operations projects. Upon Tenant's election to separate and within 15 days after notice to Landlord, Landlord shall (without demanding any additional consideration) bifurcate this Lease by entering into and delivering to Tenant new stand-alone leases (which shall supersede and replace this Lease) that provide Tenant with separate leasehold estates in different portions of the Leased

Premises, as designated by Tenant. Each new lease shall: (a) specify the portion(s) of the Property to be covered, (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Tenant or any other person or entity prior to the execution of such new leases, except for any modifications that may be required to ensure that each party's combined obligations under such new leases do not exceed such party's obligations under this Lease) and be in a form reasonably acceptable to Tenant; (c) be for a term equal to the remaining term of this Lease (including the option to extend any then remaining Extension Term(s)); (d) contain a grant of access, transmission, communications and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Tenant may designate; (e) require payment to Landlord of only an acreage-proportionate part of each payment (which under all such new leases shall in the aggregate equal the amounts that are due under this Lease); (f) provide for payments thereafter due to be paid with respect to the Improvements actually installed under such new lease for the portion of the Property subject to such lease, and (g) enjoy the same priority as this Lease over any lien, mortgage, encumbrance or other interest against the Property.

11.4 Easements. Landlord hereby irrevocably grants and conveys to Tenant for Development Period and the Term the following easements across the Property, appurtenant to Tenant's leasehold estate in the Leased Premises (collectively, "Easements"): (i) an exclusive, perpetual 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 Property for access to the Leased Premises; (iii) a non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Solar Operations by means of (a) the now existing or hereafter constructed roads and rights-of-way on the Property, and (b) such additional roads as Tenant may construct or cause to construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; (iv) an exclusive easement to the utility to install, maintain, repair, replace and operate on the Property multiple (a) electric power transmission, distribution and collection cables, conduits, wire and/or lines to and/or from the Leased Premises; (b) communication cables (including fiber optic cables); and (c) other improvements, facilities, 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 Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Solar Operations (provided that Tenant shall, to the extent reasonably possible, restore the Property outside the Leased Premises to substantially same condition as existed prior to such use). All easements granted shall run with the Property and be binding upon Landlord's successors and assigns. Final routing of the Easements shall be negotiated in good faith, optimized to keep Tenant's costs for Improvements as low as possible and shall be subject to the mutual agreement of the Parties. Landlord shall execute and

deliver to 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 10 business days following written request from Tenant. 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 Property (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Leased Premises, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements, if such use is permitted under 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 reasonably acceptable to Landlord), for no additional consideration, one or more sub-easements of Landlord Easements to run concurrently with the Term (or for such shorter period as provided in Landlord Easement).

11.5 Crops and Hunting Leases. During the Development Period, Landlord shall have the right to plant farm crops or enter into a lease for no more than 1 year for the planting of farm crops ("Crop Lease") or for hunting ("Hunting Lease") on the Leased Premises. Any Crop Lease or Hunting Lease shall be in writing and shall contain a provision that allows the Crop Lease or Hunting Lease to be terminated by Landlord in accordance with Section 1.5 of this Lease.

12. Mineral Development.

12.1 Landlord acknowledges and agrees that a material reason for the consideration paid by Tenant to Landlord under this Lease is for Tenant's exclusive use and control of the surface of the Leased Premises. Consequently Landlord shall not, without Tenant's prior written consent (which may be withheld in Tenant's sole, commercially reasonable discretion) exercise (or, to the extent within Landlord's reasonable control, authorize or permit the exercise of) any surface or sub-surface rights affecting the Leased Premises, including, without limitation, mineral, gas and oil resource development, which might damage the Improvements or interfere or endanger in any respect Tenant's development and use of the Leased Premises.

12.2 To the extent Landlord possesses sub-surface rights with respect to the Leased Premises, Landlord agrees that all prospecting for or development of geothermal substances, minerals, oils, gas, petroleum, or other substances located on, within, underneath, adjacent to, or within the vicinity of the Leased Premises shall be performed a minimum of five hundred (500) feet from the Leased Premises and in such manner and by methods that will neither penetrate within five hundred (500) feet directly beneath the surface of the ground within the Leased Premises nor interfere with the exercise of the rights granted herein.

13. Miscellaneous.

13.1 Confidentiality. Landlord and its members, agents, representatives, employees, partners, officers and directors (collectively, the "Landlord Parties" and individually a "Landlord Party") will not disclose the subject matter or terms of the transaction contemplated by this Lease; provided, however, a Landlord Party shall be permitted to disclose such information (i) if required by law or (ii) as is necessary to its accountants, attorneys and lenders and any prospective purchaser of the Property provided such parties are informed about this Lease's confidential nature and agree to not disclose any information.

13.2 Force Majeure. If Tenant is delayed or prevented from performing any of its obligations under this Lease by reason of strike, lockouts, labor troubles, failure of power, riots, insurrection, war, pandemics, acts of God or any other cause beyond Tenant's reasonable control, the period of such delay or such prevention shall be deemed added to the time period herein provided for the performance of any such obligation by Tenant.

13.3 Further Acts and Assurances. Each Party shall execute such additional commercially reasonable documents or instruments and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Lease. No approval required under this Lease shall be unreasonably withheld or delayed. Unless a longer or shorter time is specified in this Lease, all approvals required of either Party shall be given or refused in writing within 10 business days after receipt of the written request. Any delay of a requested approval longer than 10 business days from receipt of a written request for approval shall be deemed an approval.

13.4 Attorney's Fees. In the event of any litigation for the interpretation or enforcement of this Lease, or the prevailing party shall be entitled to reasonable attorneys' fees and court and other costs from the non-prevailing party, including costs and fees on appeal and in any bankruptcy or insolvency proceeding.

13.5 No Partnership. Landlord and Tenant are not and shall not be considered joint venturers or partners or to have any relationship other than landlord and tenant, and neither shall have the power to bind or obligate the other except as set forth in this Lease.

13.6 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the lease of the Leased Premises and no promises or representations express or implied, either written or oral, not set forth in this Lease shall be binding upon or inure to the benefit of Landlord and Tenant. This Lease shall not be modified by any oral agreement, either express or implied, and all modifications of this Lease shall be in writing and signed by both Landlord and Tenant. All Exhibits referenced herein are incorporated into this Lease by reference and made a part hereof.

13.7 Expenses. Landlord and Tenant shall pay its own cost and expenses, including attorneys' fees, incurred in connection with this Lease.

13.8 Quiet Enjoyment. Landlord hereby covenants with Tenant that Tenant shall and may peacefully and quietly have and enjoy the Leased Premises for and during the Development Period, Term and Restoration Period for the purposes set forth in this Lease.

13.9 Severability. The unenforceability, invalidity, or illegality of any provisions of this Lease shall not render the other provisions hereof unenforceable, invalid or illegal.

13.10 Counterparts and Electronic Signature. This Lease may be executed in counterparts, each of which shall be deemed an original and use of which, when taken together, shall constitute one and the same instrument. This Lease may be executed by electronic signature which constitutes a legal signature equivalent to a manual signature.

13.11 Memorandum of Lease. Concurrently with the execution of this Lease, Landlord and Tenant shall execute, acknowledge before a notary public, in recordable form, and deliver a Memorandum of Lease in substantially the form attached to this Lease as Exhibit C which may be recorded by Tenant in the real property records or register of deeds of the county in which the Property is located (the "Memorandum"). Landlord shall execute an amendment to the Memorandum in each instance as reasonably requested by Tenant within 10 business days.

13.12 Subrogation Waiver. Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) or required to be in force at the time of the loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to their respective insurance carriers of this mutual waiver of subrogation.

13.13 Waivers. To the extent that any applicable law, ordinance, regulation or permit establishes minimum setbacks from the exterior boundaries of the Leased Premises for Improvements constructed on the Leased Premises or adjacent real property, then Landlord waives any and all such setbacks and setback requirements for the benefit of Tenant, the owner(s) of the adjacent real property, and their respective successors and assigns. Further, if requested by Tenant, Landlord shall execute and deliver to Tenant one or more separate setback waivers in a form provided by Tenant, which Tenant may then record at its expense. This waiver shall survive the termination of this Lease for so long as Tenant maintains improvements on real property adjacent to the Leased Premises.

13.14 Brokers. Landlord and Tenant represent and warrant to each other that they have not had any dealings with real estate brokers, finders or agents in connection with this Lease. Landlord and Tenant shall indemnify, defend and hold the other Party, its successors and assigns harmless from any and all claims, costs, commissions, fees or damages

by any person or firm claiming to have negotiated, instituted or brought about this Lease by or through such Party.

13.15 Additional Payments. Landlord shall not be entitled to any additional payment or other benefit from the Solar Operations including any tax or environmental credits whether state, federal or local, any rights to electricity or its attributes, or any other cash or non-cash payment.

13.16 Governing Law. The laws of the state in which the Property is located shall govern the interpretation and enforcement of this Lease.

13.17 W-9. Concurrently with the execution of this Lease, Landlord shall complete, execute and deliver to Tenant a valid form of W-9 for submission to the Internal Revenue Service. Landlord payment(s) due under the Lease will be withheld from payment until Tenant's receipt of Landlord's valid W-9(s) which Landlord may update from time to time.

EXHIBIT 2:

FORM OF MEMORANDUM OF LEASE

WHEN RECORDED RETURN TO:
HUSCH BLACKWELL LLP
1900 N. Pearl Street, Suite 1800
Dallas, Texas 75201

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("*Memorandum*") is executed to be effective as of _____, 2022, between **Joel K. Diel, an individual person**, whose address is 3260 Beech Grove Rd., Farmington, KY 42040, and **Amanda K. Diel, an individual person**, 1795 Beech Grove Rd., Farmington, KY 42040 (collectively, "*Landlord*"), and, respectively and Banjo Creek Solar LLC, a Kentucky limited liability company] ("*Tenant*"), whose address is 1900 South Blvd., Suite 306, Charlotte, NC 28203, to provide record notice of that certain Lease Agreement dated _____, 2022 (the "*Lease*"), by and between Landlord and Tenant. Capitalized terms used and not defined herein have the meaning given the same in the Lease.

Landlord is the owner of the real property described as follows (the "*Property*"):

[To be inserted]

The Property is generally depicted on **Exhibit A** attached hereto. Pursuant to the Lease, Landlord has leased to Tenant that portion of the Property shown or described on **Exhibit A-1** attached hereto, together with all improvements, fixtures, personal property and trade fixtures, and all other appurtenances, tenements, hereditaments, ingress, egress, rights and easements pertaining to thereto (collectively, the "*Leased Premises*"). Landlord and Tenant agree that upon completion of a final site plan and survey delineating the Leased Premises, the parties shall amend **Exhibit A-1** to more accurately describe the Leased Premises.

The Lease concerns the development of the Leased Premises for the purposes of generating photovoltaic electric energy. The solar photovoltaic power generating facility and all related equipment installed, owned and operated by Tenant and located at the Leased Premises (collectively, the "*Generating Facility*") shall not be deemed a fixture. The Generating Facility is Tenant's personal property and Landlord has no right, title or interest in the Generating Facility. Further, Landlord has waived any and all rights it may have to place a lien on the Generating Facility.

The Effective Date of the Lease is [_____]. The Development Period commences on the Effective Date and continues in accordance with the terms of the Lease. The Initial Term of the Lease begins on the Placed-in-Service Date and continues for twenty-five (25) years from the Placed-in-Service Date unless extended or earlier terminated as provided in the Lease. Tenant has the right to extend the Term for up to four (4) additional Extension Terms of five (5) years each as set forth in the Lease. Additionally, pursuant to the terms of the Lease, Landlord has granted to Tenant certain easement rights over and across the Property and an option to purchase a portion of the Property. Reference should be made to the Lease for further particulars.

The Lease is incorporated into this Memorandum by reference and are binding on Tenant and Landlord. If a conflict exists between any term of this Memorandum and the Lease, the Lease controls. The covenants, terms, and provisions of the Lease (including the purchase options contained therein) will run with the land, and will be binding upon and inure to the benefit of the parties hereto and each other person and entity having any interest therein during their ownership thereof, and each of their respective lessees, heirs, executors, administrators, successors, and assigns. Tenant and Landlord desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Tenant in the Leased Premises and of the existence of the option to purchase and other rights granted to Tenant under the Lease. This Memorandum may be executed in any number of counterparts, each of which

when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

[Signatures Follow]

Landlord:

Signature: Joel K. Diel

Joel K. Diel

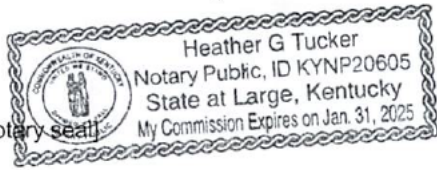
Signature: Amanda K. Diel

Amanda K. Diel

STATE OF Kentucky §
COUNTY OF Graves §

Before me, the undersigned Notary Public, on this day personally appeared Joel K. Diel known to me (or proved to me on the oath of _____ or through drivers license [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of October, 2022.



Heather G Tucker
Notary Public, State of Kentucky

STATE OF Kentucky §
COUNTY OF Graves §

Before me, the undersigned Notary Public, on this day personally appeared Amanda K. Diel known to me (or proved to me on the oath of _____ or through drivers license [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of October, 2022.



Heather G Tucker
Notary Public, State of Kentucky

Tenant:

Banjo Creek Solar LLC,
a Kentucky limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF NORTH CAROLINA §
 §
COUNTY OF MECKLENBURG §

Before me, the undersigned Notary Public, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his capacity as _____ of Banjo Creek Solar LLC, on behalf of said limited liability company for the purposes and consideration therein expressed

me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2022.

Notary Public, State of _____

[Notary seal]

EXHIBITS TO BE ADDED PRIOR TO EXECUTION AND RECORDING:

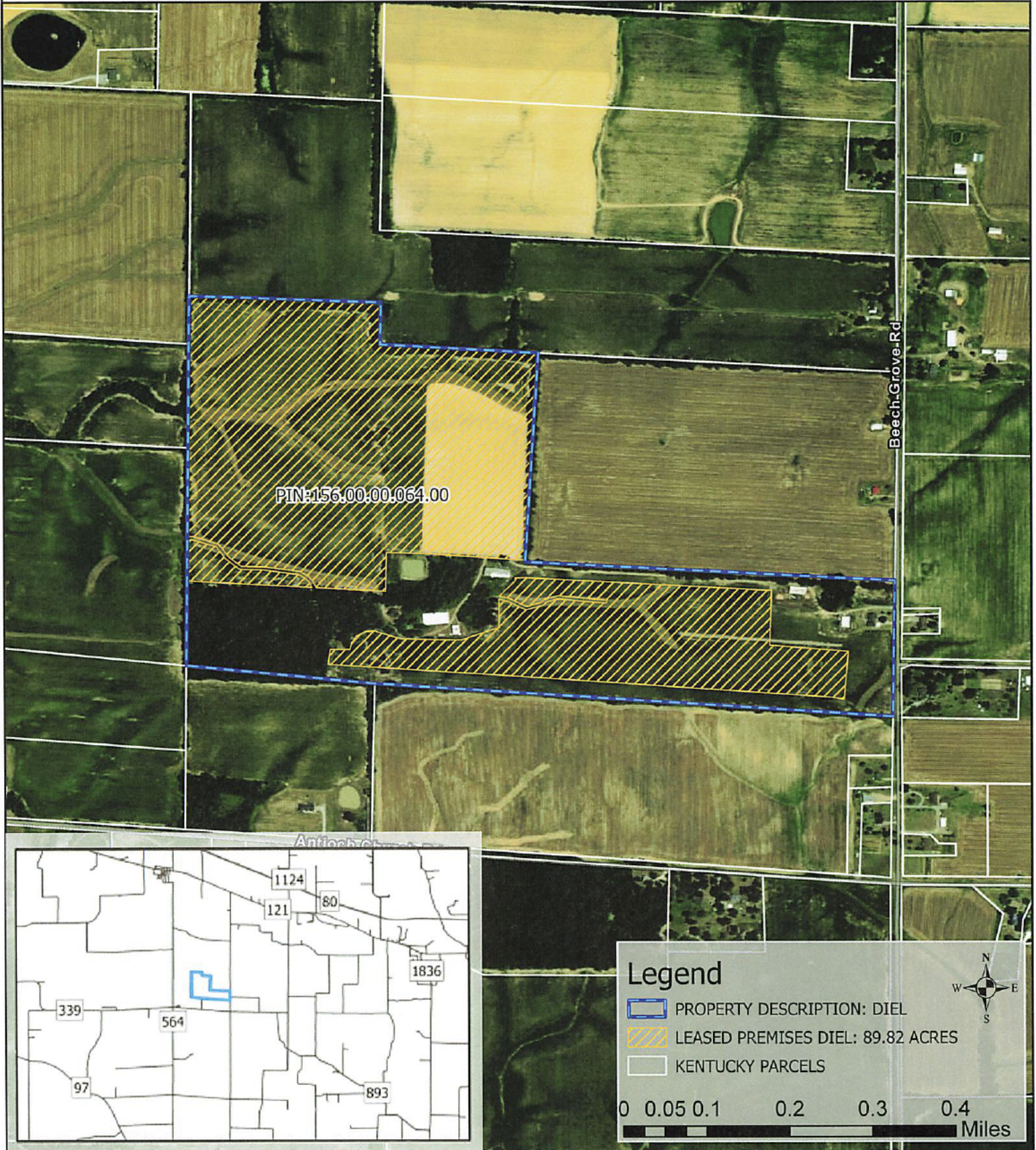
- Exhibit A-1 Leased Premises

EXHIBIT A-I



KY

PROPERTY DESCRIPTION: PARCEL #156.00.00.064.00



This map may not be a certified survey and has not been reviewed by local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into by and between Landlord and Tenant (each a "Party" and collectively "Parties") as of the latest signature date below (the "Effective Date"). Now, therefore, for good and valuable consideration, the sufficiency of which is acknowledged, Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises on the terms and conditions of this Lease as follows:

Basic Terms and Conditions

<p><u>LANDLORD:</u></p> <p>Name and Address Donald and Linda Coltharp [REDACTED]</p> <p> Teri Ann Claeson and Doug Claeson [REDACTED]</p> <p> Karen Lee and Craig Snethen [REDACTED]</p>	<p><u>TENANT:</u></p> <p>Name and Address Banjo Creek Solar LLC [REDACTED]</p> <p> Phone [REDACTED] E-Mail [REDACTED]</p>
--	--

<p>(1) Leased Premises</p>	<p>Landlord is the owner of approximately 337 acres in Farmington, Graves County, Kentucky further described in Exhibit A (the "<u>Property</u>"), in which Landlord desires to lease up to 228.95 acres as preliminarily depicted in Exhibit A-1 (the "<u>Leased Premises</u>").</p>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<p>(6) Construction Period:</p>	<p>The period of time necessary to achieve the Placed in Service Date after the <u>Commencement of Construction</u>.</p>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

	[REDACTED]
(9) Landlocked Parcels	Tenant's designation and use of the Leased Premises or construction or development activities thereon shall not render any portion of the Property not included within the Leased Premises and which consists of five or more tillable, cropland acres without actual, physical access for vehicles and farm equipment to and from a publicly dedicated right-of-way.
[REDACTED]	[REDACTED]

The Parties agree that the Basic Terms and Conditions shall govern if any term(s) contained in the Exhibit(s) may be inconsistent or contradict in comparison. Capitalized terms used but not defined in the Basic Terms and Conditions section shall have the same meanings as that specified in the Exhibits. Landlord and Tenant may be referred to in this Lease collectively as the "Parties" and individually as a "Party."

The Exhibits listed below are incorporated herein by this reference and made a part of the Lease:

- Exhibit A: Property
- Exhibit A-1: Leased Premises
- Exhibit 1: General Terms and Conditions
- Exhibit 2: Form of Memorandum of Lease
- Exhibit 3: Purchase Option

[Signatures Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease to be effective as of the Effective Date.

Landlord: Donald Coltharp
Signature: Donald Coltharp
Donald Coltharp

Date: 10-24-21

Signature: Linda Coltharp
Linda Coltharp

Date: 10/24/2021

Signature: Teri Ann Claeson
Teri Ann Claeson

Date: October 24, 2021

Signature: Doug Claeson
Doug Claeson

Date: October 24, 2021

Signature: _____
Karen Lee Snethen

Date: _____

Signature: _____
Craig Snethen

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Lease to be effective as of the Effective Date.

Landlord:

Signature: _____
Donald Coltharp

Date: _____

Signature: _____
Linda Coltharp

Date: _____

Signature: _____
Teri Ann Claeson

Date: _____

Signature: _____
Doug Claeson

Date: _____

Signature: Karenlee Snethen
Karen Lee Snethen

Date: 10-25-21

Signature: Craig Snethen
Craig Snethen

Date: 10-25-21

Tenant:

Banjo Creek Solar LLC

a Kentucky limited liability company


By: 
Name: JONATHAN F BURKE
Title: PRESIDENT
Date: Nov. 12, 2021

EXHIBIT A

Property

The following real property located in Graves County, Kentucky:

A 73.00 acre tract of land as shown on a Property Survey Plat for Donald Coltharp and wife, Linda Coltharp, prepared by Dennis Looper, KY RLS #3437, dated July 25, 2015, and shown of record in Plat Cabinet F, Slide 21, Graves County Court Clerk's Office.

Being a portion of the same real estate conveyed to Donald Coltharp and wife, Linda Coltharp, by Deed from Donald Coltharp, a married person, Bobby Ed Coltharp, a single person, Gerald Coltharp, a married person, and Cathy Sheppard, a married person, dated October 17, 2014, recorded December 12, 2014, at 8:34 a.m., and of record in Deed Book 492, Page 407, Graves County Court Clerk's Office.

TRACT II:

The south half of the N E Quarter of Sec 21 T 2 R 2 E containing 80 acres of land, more or less.

ALSO: 40 acres of land, in the N W Qr of Sec 22 T 2 R 2 E and described as beginning at the southwest corner of said quarter; thence North with the West line of the quarter, 60 poles to a stake; thence East parallel with the South line of the quarter, 106 poles to a stake; thence South parallel with the West line of the quarter, 60 poles to the South line of the quarter; thence West with the South line of the quarter, 106-2/3 poles to the beginning.

Tract II is being the same real estate conveyed to Donald Coltharp and wife, Linda Coltharp, by Deed from Bobby Ed Coltharp, a single person, and Gerald Coltharp and wife, Shirley Coltharp, dated October 17, 2014, recorded December 12, 2014, at 8:40 a.m., and of record in Deed Book 492, Page 413, Graves County Court Clerk's Office.

Tract #1: Beginning on the west line of the southwest quarter of Section 14 township 2 Range 2 East in the Boydsville-Farmington Road at the southwest corner of Culp land (see deed book 147, page 582), said point of beginning being about 15 poles south of the northwest corner of said quarter; thence easterly along the south line of Culp land to the southeast corner of Culp land, about 103 1/2 poles to a stake; thence southerly and parallel with the west line of said quarter about 85.11 poles to a stake at the northeast corner of land, now or formerly of Shockley; thence westerly along the south line of Shockley about 103 1/2 poles to a stake on the west line of said

[Continues on following page]

quarter, in said Farmington-Boydsville Road; thence along the west line of said quarter and in said road, about 85.11 poles to the point of beginning. Containing 55 acres, more or less.

Tract #2: A parcel of land situated partly in the southwest quarter of section 14 and partly in the northwest quarter of Section 23, all in township 2 range 2 east, and described as beginning at a stake on the west line of the southwest quarter of said section 14, in the Farmington-Boydsville Road, at a corner with land now or formerly Shockley, about 31 poles North of the southwest corner of the southwest quarter of said section 14; thence easterly along the South line of Shockley land about 103 1/2 poles to a stake in the west line of Haneline land (see deed book 138, page 571); thence southerly with the Haneline land about 31.25 poles to a stake on the south line of said southwest quarter in the Sedalia Road at the southwest corner of said Haneline land; thence westerly along the south line of said southwest quarter (the north line of the northwest quarter of said Section 23), in said Sedalia Road and along the north line of other Haneline land (see deed book 138, page 571), about 23 poles to a stake at the northwest corner of said other Haneline land; thence southerly along the west line of said other Haneline land, about 121 poles to a stake, corner with land now or formerly of Nola Garland; thence westerly along the north line of said Garland land, about 40 poles to a stake, corner with land now or formerly of L.G. Colley; thence northerly with the east line of Colley land about 39 1/2 poles to a stake at the northeast corner of Colley; thence westerly along said Colley land about 40 poles to a stake on the west line of the northwest quarter of said Section 23, in the Farmington-Boydsville Road; thence northerly along the west line of northwest quarter of said Section 23 and the southwest quarter of said Section 14 and in said Farmington Road, about 115 poles to the point of beginning. Containing 70 acres, more or less.

Tract 4: Being 20 acres of land in the Southwest quarter of Section 14 T2 R2 E described as beginning at a post on the east line of the Farmington-Tri City Road at a distance of 100 1/2 poles South and 30 feet East from the northwest corner of the quarter, and running thence South 1 1/2 degrees East 30.9 poles along the east line of the Farmington-Tri City Road to a post; thence South 88 degrees East 103 1/2 poles to a post; thence North 1 1/2 degrees West 30.9 poles to a post and oak tree corner; thence North 88 degrees West 103 1/2 poles to the point of beginning, and subject to the rights of way for public roads.

LESS AND EXCEPT:

Being a 0.65 acre parcel of land as surveyed by Dennis W. Loofer, Ky. R. L. S. #3437 on October 30, 1999, and being located on the north side of Antioch Church Road approximately 3.00 miles southeast of the Farmington Community of Graves County,

[Continues on following page]

Kentucky, and being more particularly described as beginning at the southwest corner of the property herein conveyed, said corner being a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set in the north right-of-way of Antioch Church Road and lying on a bearing of South 85 deg 41 min 46 sec East for a distance of 630.71 feet from a P.K. nail set at the intersection of the centerline of State Route 564 and the centerline of Antioch Church Road.

THENCE North 09 degrees 28 minutes 25 seconds East for a distance of 173.49 feet along the west line of the property herein described and a common corner with the remaining portion of the Jesse Lee Adams property as described in deed book 244, page 234;

THENCE South 80 degrees 31 minutes 35 seconds East for a distance of 164.23 feet along the north line of the property herein described to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set, said pin being the proposed northeast corner of the property herein described and a common corner with the previously mentioned Adams property;

THENCE South 09 degrees 28 minutes 25 seconds West for a distance of 173.49 feet along the east line of the property herein described to a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set in the north right-of-way of Antioch Church Road, said pin being the proposed southwest corner of the property herein described and a common corner with the previously mentioned Adams property;

THENCE North 80 degrees 31 minutes 35 seconds West for a distance of 164.23 feet along the north right-of-way of Antioch Church Road to the point of beginning.

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

There is provided with this conveyance an easement for ingress and egress to the above described property and is described as follows:

Beginning at the southwest corner of the property described above, said corner being a 1/2" dia. x 24" lng. steel pin and surveyors cap #3437 set in the north right-of-way of Antioch Church Road and lying on a bearing of South 85 deg 41 min 46 sec East for a distance of 630.71 feet from a P.K. nail set at the intersection of the centerline of State Route 564 and the centerline of Antioch Church Road.

THENCE North 80 deg 31 min 35 sec West for a distance of 15.00 feet along the north right-of-way of Antioch Church Road to a point;

THENCE North 09 deg 28 min 25 sec East for a distance of 122.78 feet to a point;

THENCE South 80 deg 31 min 35 sec East for a distance of 15.00 feet to a point in the west line of the above described property;

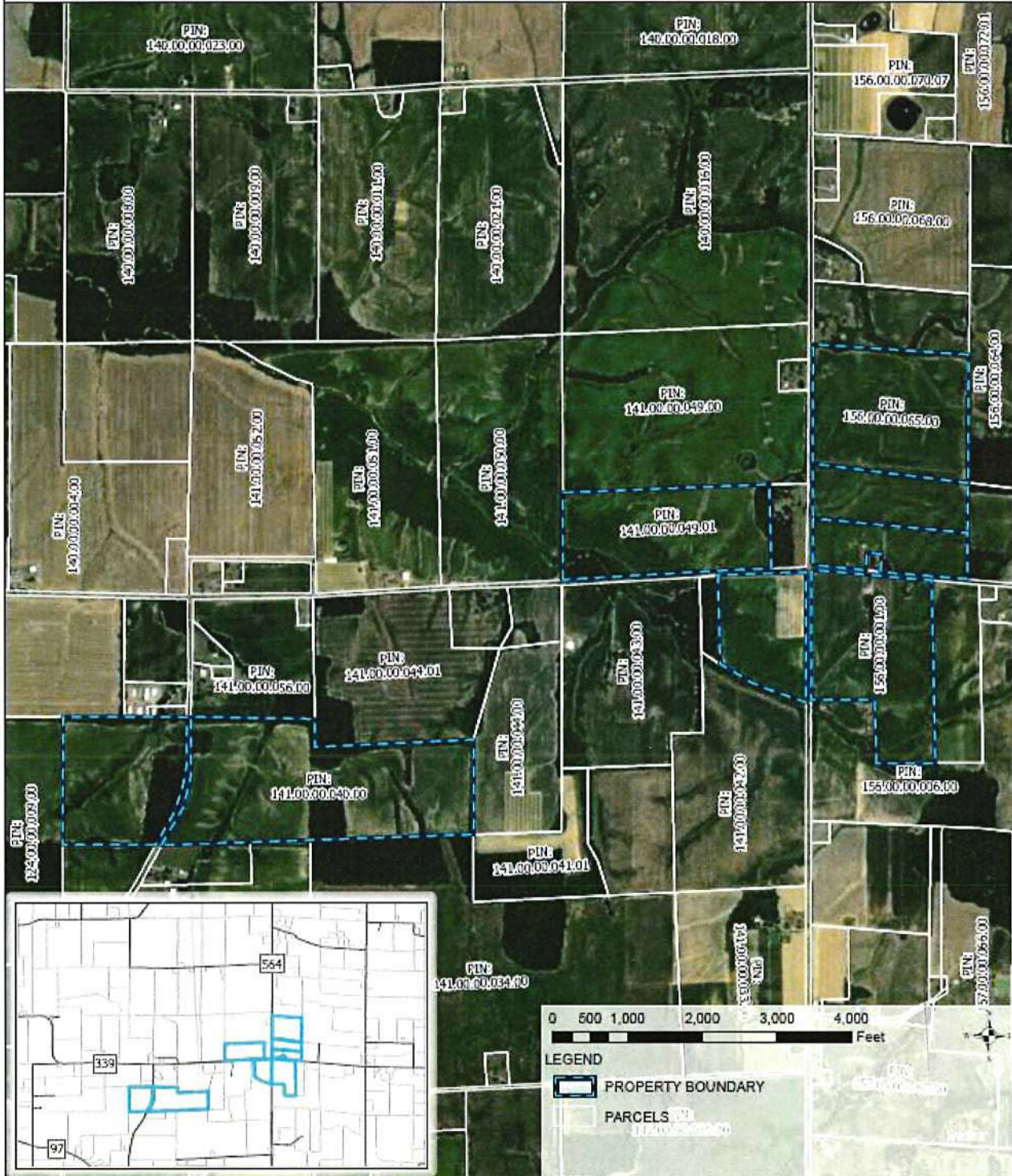
THENCE South 09 deg 28 min 25 sec West for a distance of 122.78 feet to the point of beginning.

The above described property is generally depicted on the map attached hereto.

EXHIBIT A

KY

PROPERTY DESCRIPTION: PARCEL #141.00.00.040.00, 141.00.00.046.00, 141.00.00.049.01, 156.00.00.001.00 & 156.00.00.065.00



210816-1224 434 KY Property Description Coltharp Group 1.pdf
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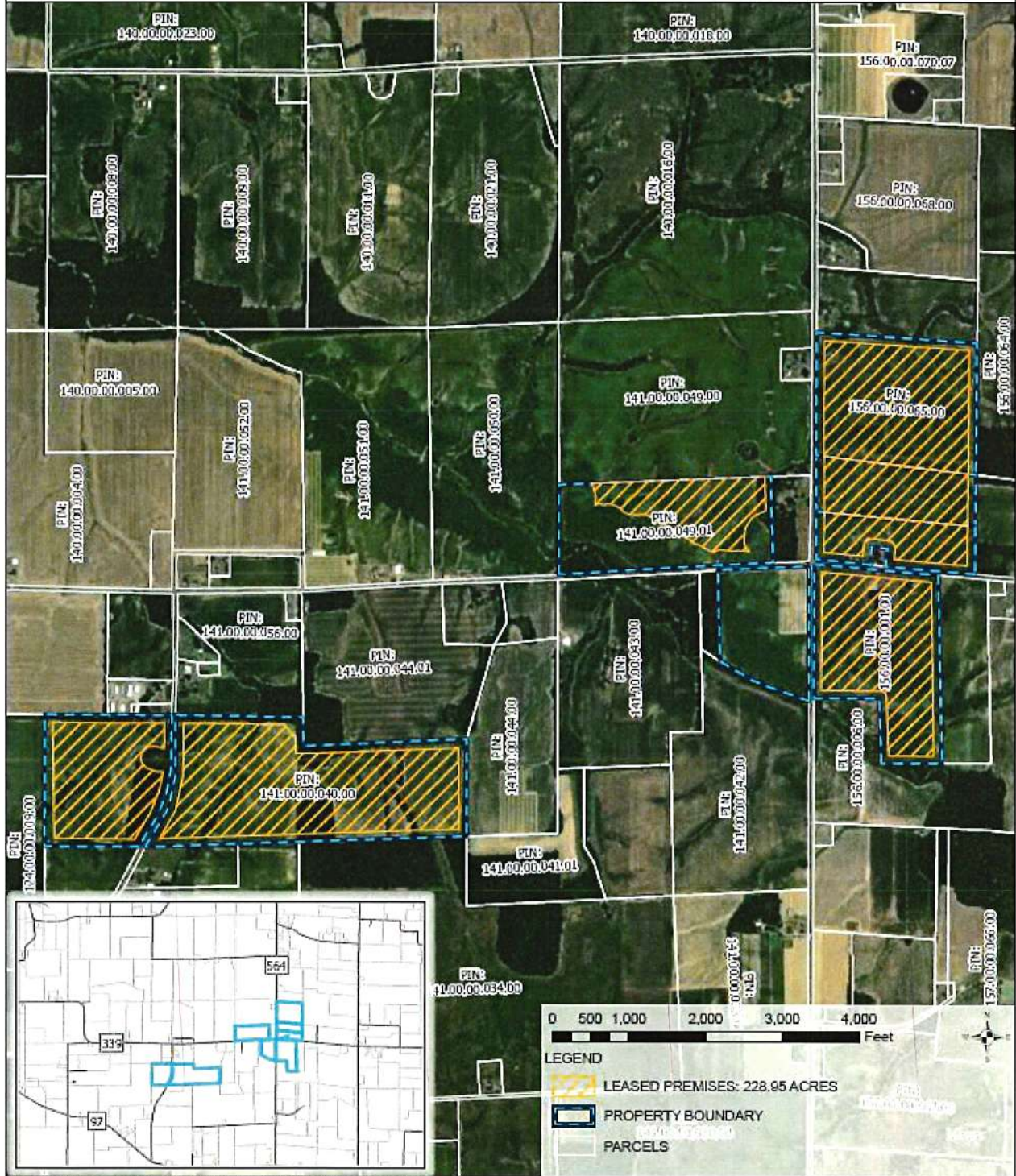
EXHIBIT A-1
Leased Premises

See attached exhibit.

EXHIBIT A - I

KY

PROPERTY DESCRIPTION: PARCEL #141.00.00.040.00, 141.00.00.046.00, 141.00.00.049.01, 156.00.00.001.00 & 156.00.00.065.00



This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

211004-1450 BanjoCreek Leased Premises DonaldColtharp.pdf
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EXHIBIT A-2
Interconnection Property

Intentionally deleted.

EXHIBIT 1
General Terms and Conditions

1. Commercial Terms.

1.1 [REDACTED]

[REDACTED]

1.2 [REDACTED]

1.5 [REDACTED]

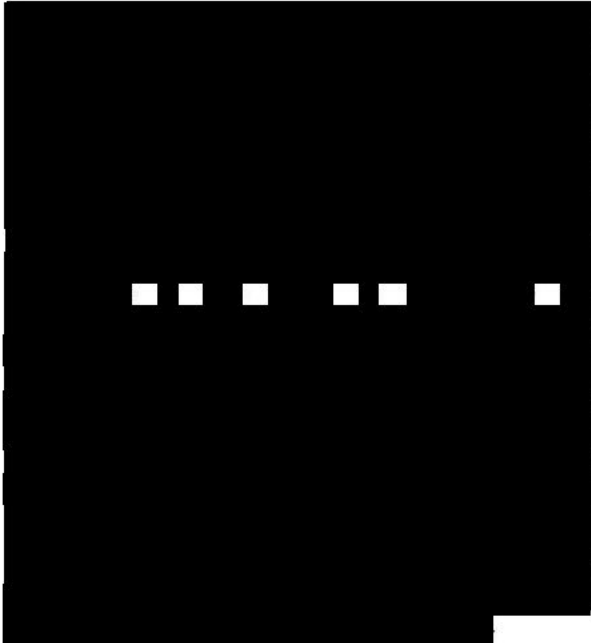
1.3 [REDACTED]

1.6 [REDACTED]

1.4 [REDACTED]

1.7 [REDACTED]

1.8 [REDACTED]



2. **Lease.** Beginning on the Effective Date, subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Premises. Upon completion of an as-built survey (the "Survey") delineating the Leased Premises, which shall be completed by Tenant within 30 days after the Placed-in-Service Date, the Parties shall amend **Exhibit A-1** to accurately identify the Leased Premises, which amended exhibit shall contain the legal descriptions of the final Leased Premises contained in such Survey and shall definitively establish the acreage of the Leased Premises for purposes of calculating all installments of Rent.

3. **Uses.** During the Development Period and the Term and at Tenant's sole expense, Tenant may use the Leased Premises to develop, construct and operate a solar photovoltaic power array for the generation, storage, and distribution of electric power (the "Solar Operations"), which shall include without limitation developing, constructing, installing, improving, replacing, relocating and removing from time to time, and using, maintaining, repairing, operating and monitoring, the following: (i) solar electric power generation facilities; (ii) power collection facilities, including distribution and collection lines, wires and cables, conduit, footings, foundations, vaults, junction boxes, switching facilities, transformers, and above-ground transformers; (iii) control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; (iv) roads, driveways, culverts and erosion control facilities; (v) utility installations; (vi) laydown areas, crane pads and staging areas necessary for the installation and maintenance of the solar generation facilities; (vii) signs; (viii) fences, gates and other safety and protection facilities; (ix) batteries and energy storage equipment; and (x) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with converting solar energy into electrical energy, storing it and transmitting

the same (collectively, the "Improvements"); and undertaking any other activities to determine the feasibility of the Property including conducting surveys, studies of environmental, biological, cultural, geotechnical and other tests, including but not limited to geotechnical drill pits and studies. Tenant shall have the right to remove fences, gates, hunting stands/targets, cattle guards and any other improvements or structures on the Leased Premises which interfere with the Solar Operations. Tenant shall pay all utility costs incurred on the Leased Premises by reason of the Solar Operations. Further, Landlord acknowledges and agrees that direct access to sunlight ("Sunlight") is essential to the value to Tenant of the rights granted in this Lease and is a material inducement to Tenant in entering into this Lease. Landlord shall not engage in, license, sell or permit others to engage in activities on the Property, or on any adjacent parcel belonging to Landlord, that could adversely affect Sunlight, including but not limited to the construction of any structures, or allow the growth of foliage. If Landlord becomes aware of any potential activity that could diminish the Sunlight on the Property, Landlord shall use its best efforts both to timely advise Tenant of such information and to reasonably cooperate with Tenant in taking measures to preserve the levels of Sunlight at the Property which exist as of the Effective Date. Tenant shall be entitled to seek all remedies available at law and in equity, including but not limited to, specific performance, to compel compliance with this Section.

4. **Improvements; Use.**

4.1 Construction; Maintenance; Compliance with Laws. Throughout the Term, Tenant will, at Tenant's sole expense, maintain the Improvements in good condition and repair, ordinary wear and tear, matters of casualty or condemnation excepted, and will comply in all material respects with all applicable laws, rules, ordinances, orders, and regulations of governmental authorities ("Applicable Laws"). Tenant shall have the right, in its sole discretion and expense, to contest by appropriate legal proceedings brought in the name of Tenant and/or Landlord, the validity or applicability to the Leased Premises or the Improvements of any Applicable Law. Landlord will cooperate in every reasonable way in any such contest, but at no out-of-pocket expense to Landlord.

4.2 Exclusive Right; Improvements Property of Tenant. Tenant shall have the exclusive right to develop and use the Leased Premises. Landlord shall not grant, or permit to be granted, any lease, sublease, easement, license, access, ingress, egress, concession, co-tenancy or other use, right or privilege of any nature whatsoever, on, over, under or above any portion of the Leased Premises (collectively, "Third Party Interests") during the Development Period, Term or Restoration Period except as provided in Section 11.5. Landlord shall reasonably cooperate with Tenant in connection with its Solar Operations and, upon request by Tenant, will make available to Tenant copies of all reports, agreements, surveys, plans and other records of Landlord that relate to the feasibility of the construction and/or use of Improvements on the Property. Any Improvements constructed or placed on the Property by Tenant shall be owned and remain the sole property of Tenant and may be

replaced, repaired or removed at any time by Tenant alone during the Development Period and the Term. Landlord acknowledges and agrees that any Improvements constructed or placed on the Property by Tenant shall be owned and remain the sole property of Tenant and, despite the fact that portions of the Improvements may be affixed to the Leased Premises, (i) Tenant is the exclusive owner and operator of the Improvements and Solar Operations, (ii) the Improvements and Solar Operations shall not be construed to be a fixture and (iii) Tenant is the exclusive owner of the electricity generated by the Solar Operations and any/all environmental attributes and incentives derived. Landlord has no right, title or interest in the Solar Operations and has waived all rights it may have to place a lien on the Solar Operations and/or Improvements.

4.3 Liens. Each Party will keep the Property free of all liens and claims of liens for labor and services performed on and materials, supplies, or equipment furnished to the Property by or at its request. Each Party shall have the right in its sole discretion to contest by appropriate legal proceedings brought in the name of itself or the other Party the validity or amount of any lien; provided, however, Tenant shall have the right to lead such measures as may be required under applicable law to protect Tenant's and Landlord's interest in the Property.

4.4 Landlord and Third-party Access. After the Commencement of Construction, at its sole risk shall Landlord have the right to enter the Leased Premises to inspect the same at reasonable times and upon reasonable advance written notice to Tenant provided that such entry shall not interfere with the Solar Operations, construction or Restoration. Tenant shall have the right to accompany Landlord during any such entry and Landlord shall comply with any and all safety rules established by Tenant. Tenant shall have the power and authority to control and prevent access of third parties to the Leased Premises. Tenant may invite third parties upon the Leased Premises without permission from Landlord during the Development Period, Term, and Restoration Period.

5. Taking. If Landlord or Tenant receives any notice of a proposed or actual taking (i.e., any action or proceeding in eminent domain or a transfer in lieu of condemnation to any authority entitled to exercise the power of eminent domain) of any portion of the Leased Premises, it will promptly notify the other Party. Landlord and Tenant agree as follows: (i) this Lease shall terminate with regards to the portion of the Leased Premises that has been taken upon the date that possession is surrendered to the condemning authority and Tenant shall be entitled to a reduction of Rent based on the acreage taken, (ii) Landlord and Tenant shall each be permitted to prosecute any awards allowed of such Parties by applicable law against the condemning authority, provided neither Party shall enter into any binding agreement or settlement without the prior consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, (iii) in the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests, then (a) the single award shall be fairly and equitably apportioned between Landlord and Tenant (the "Award"), (b) the portion of the

Award to be received by Tenant shall be based upon the reduction of Tenant's leasehold estate, the taking of any Improvements, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking, (c) 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.

6. Indemnification and Insurance. Subject to Section 13.12 of this Exhibit 1, Landlord shall indemnify and hold Tenant harmless from any and all damages or claims that Tenant may be compelled to pay or defend arising in connection with this Lease or Use of the Leased Premises, except to the extent such damages or claims are directly attributable to the actions or omissions of Tenant or any of Tenant's agents or employees. Subject to Section 13.12 of this Exhibit 1, Tenant shall indemnify and hold Landlord harmless from any and all damages or claims that Landlord may be compelled to pay or defend in connection with this Lease or Tenant's use of the Leased Premises, except to the extent such damages or claims are directly attributable to the actions or omissions of Landlord or any of Landlord's agents or employees. Landlord damages shall not include (and Tenant shall not be required to indemnify Landlord with respect to) losses of rent, business opportunities, profits and the like that may result from the Solar Operations or Restoration. During the Term, Tenant shall maintain customary general liability insurance, which shall name Landlord as an additional insured.

7. Assignments, Mortgages, Transfers.

7.1 Transfers by Tenant. This Lease shall be binding upon and inure to the benefit of the Parties and their legal representatives, successors and assigns. Tenant may pledge, sell, grant, assign, collaterally assign, sublease, mortgage and otherwise transfer (each, a "Transfer") this Lease or Tenant's leasehold interest in the Leased Premises, in whole or in part, without Landlord's prior consent; provided that Tenant shall notify Landlord within a reasonable time after such Transfer. In the event that Tenant mortgages, collaterally assigns, or otherwise encumbers or grants security interests in all or any part of its interest in the Leased Premises or Improvements as security to various financing parties, including without limitation, lenders, banks and tax equity investors (collectively, "Financing Parties" and each a "Financing Party"), Landlord shall cooperate with Tenant and any of its Financing Parties as reasonably necessary in connection with such grant of security including execution and delivery of all documents reasonably requested by a Financing Party in a form satisfactory to Landlord, Tenant and Financing Party. Each Financing Party is and shall be an express third party beneficiary of the applicable provisions of this Lease and shall be entitled to compel the performance of the obligations of Landlord under this Lease. If the Financing Parties, or a purchaser through foreclosure, shall (x) acquire title to the Improvements and the leasehold estate created by this Lease, (y) cure all defaults which are susceptible of being cured by the Financing Parties or such purchaser, as the case may be (including without limitation, the payment of all monetary obligations of Tenant), and (z) assume all the obligations of

Tenant hereunder, then (i) any default of Tenant which is not susceptible of being cured by the Financing Parties or such purchaser, as the case may be, shall no longer be deemed to be a default under this Lease, and (ii) Landlord shall recognize the Financing Parties or such purchaser, as the case may be, as if such party had been the Tenant under this Lease. For the avoidance of doubt, no Financing Party shall have any obligation or liability under this Lease prior to the time that such Financing Party succeeds to absolute title to Tenant's interest in this Lease.

7.2 Transfers by Landlord. Landlord shall give Tenant at least 30 days' prior notice of any Transfer by Landlord of all or a part of its interest in the Property or in this Lease. Any such Transfer shall be expressly subject to this Lease, it being agreed that the burdens of this Lease and other rights contained in this Lease shall run with and against the Property and/or Leased Premises. For Transfers pursuant to the death of Landlord, Landlord's executor or successor in interest should endeavor to provide notice of such Transfer (or proceedings that will result in such a Transfer) to Tenant as promptly as possible under the circumstances and within a period of no more than 60 days after the death of Landlord. Landlord shall notify Tenant of the closing of such Transfer, and if applicable, the name and contact information of the successor to Landlord's interest and payment instructions for Rent and other amounts due under the Lease; provided, that Landlord shall indemnify Tenant for losses arising from Tenant's payment of Rent or other amounts as so directed. Under no circumstances shall a Transfer by Landlord include the Solar Operations and/or Improvements.

7.3 Estoppel Certificates and Cooperation. At Tenant's or any Financing Party's request, Landlord will execute any estoppel certificates, consents to assignment and/or non-disturbance agreements within ten (10) business days after receipt of the applicable request. Landlord agrees that Landlord's failure to respond to the request for an estoppel certificate within such ten (10) business days shall be conclusive: (i) that this Lease is in full force and effect and unmodified, except as may be represented by Tenant, and (ii) that there are no uncured Tenant defaults of this Lease.

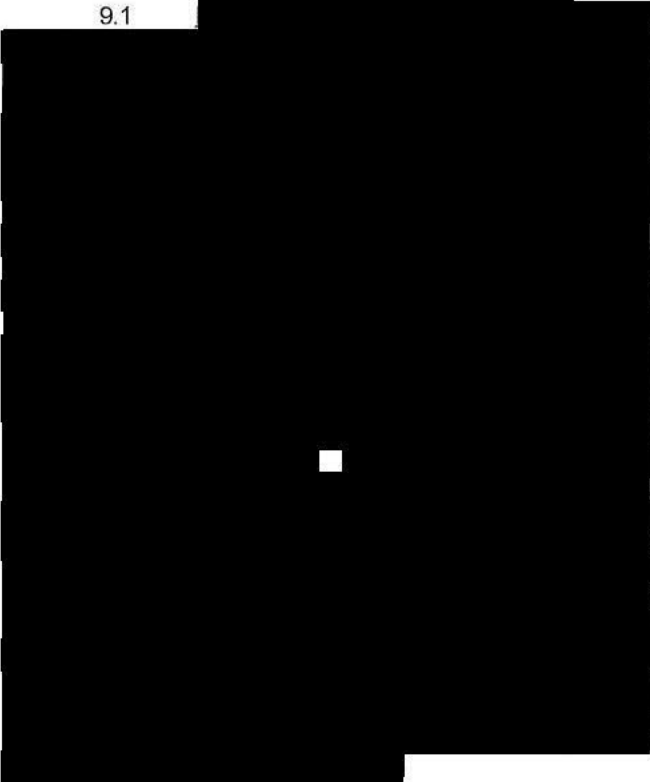
7.4 Landlord Mortgage; Landlord Liens. Landlord shall promptly provide Tenant with a copy of any default notices that Landlord receives with respect to any obligation secured by a mortgage or lien on the Property. If Landlord fails to pay any of its obligations secured by a mortgage or other lien on the Property when due, Tenant may, at its option, pay the amount due and deduct the amount paid from the amount otherwise payable for the Rent or other payment due Landlord. Landlord shall obtain from any holder of a mortgage or other lien on the Property securing debt owed by Landlord Subordination and Non-Disturbance Agreement(s). Landlord expressly acknowledges and agrees that any statutory or common law lien rights in favor of Landlord or any mortgage granted by Landlord with respect to the Property and/or the Improvements subsequent to the date of this Lease, as the case may be, are expressly subordinate and inferior to Tenant's right, title and interest in this Lease, and to any liens and security interests granted by Tenant in favor of any Financing Party. Landlord shall execute or cause

its lender to execute any further documentation which may be reasonably requested by Tenant, to evidence such subordination.

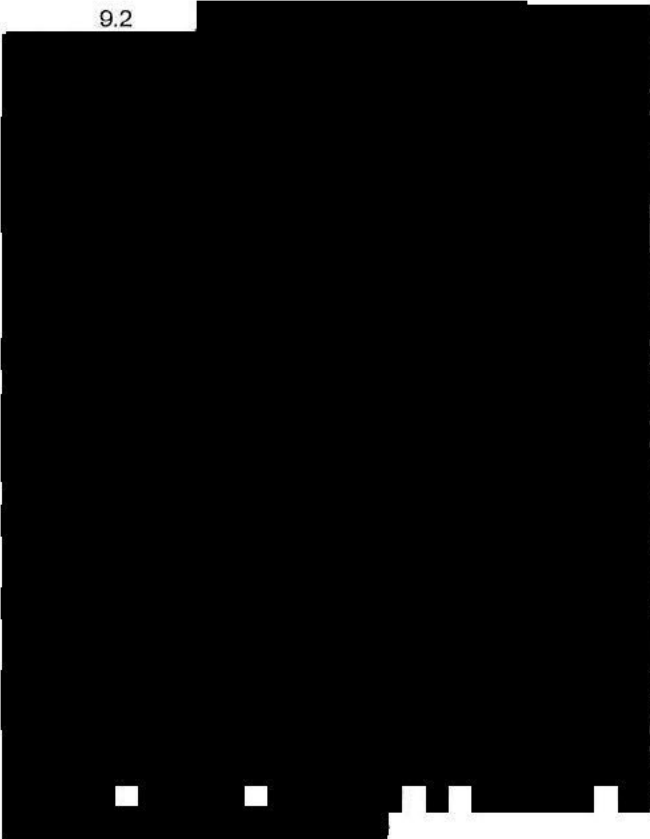
8. Landlord's Representations and Warranties. Landlord hereby represents and warrants to Tenant as follows: (1) Landlord is the sole fee title owner of the Property, (2) each person or entity signing this Lease on behalf of Landlord is authorized to do so, (3) Landlord has the unrestricted right, power and authority to enter into and perform its obligations under this Lease and to grant the rights granted to Tenant hereunder, (4) no other person is required to execute this Lease in order for it to be fully enforceable as against all interests in the Leased Premises, (5) this Lease constitutes a valid and binding agreement, enforceable against Landlord in accordance with its terms, (6) Landlord and the Property are not the subject of any bankruptcy, insolvency or probate proceeding, (7) to Landlord's knowledge, except as disclosed in the real property records of the county in which the Property is located, (x) there are no liens, covenants, restrictions, rights of way, easements or other encumbrances affecting the Property that will prevent or limit Tenant's use of the Leased Premises for the purposes permitted under this Lease, or that are otherwise contrary to the terms of this Lease and (y) except as disclosed in the real property records of the county in which the Property is located, there are no other Third Party Interests, (8) throughout the Development Period, Term, and Restoration Period, Tenant shall have legal and practical access to the Property, (9) no litigation is pending, and, to the best of Landlord's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect the Property and if Landlord learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Landlord shall promptly deliver notice thereof to Tenant, (10) to the best of Landlord's knowledge (i) no underground tanks are now located or at any time in the past have been located within the Property or any portion thereof, (ii) no asbestos-containing materials, petroleum, explosives or other substances, materials or waste that are now or hereafter classified or regulated as hazardous or toxic under any law has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all Applicable Laws that govern the same or are applicable thereto, (iii) there are no other substances, materials or conditions in, on, under or emanating or migrating from the Property or any portion thereof or emanating or migrating from other Property onto the Property or any portion thereof that may support a claim or cause of action under any Applicable Law, and (iv) Landlord has not received any notice or other communication from any governmental authority alleging that the Property is in violation of any Environmental Law, (11) to the best of Landlord's knowledge, the Property is currently in full and complete compliance with all Applicable Laws, and (12) Landlord is not a party to a Conservation Reserve Program contract ("CRP Contract") with the U.S. Department of Agriculture pursuant to 7 C. F. R. Part 1410 regarding the Property.

9. Defaults and Remedies.

9.1



9.2



9.3 **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding, Landlord agrees, upon request by the first priority Financing Party within 60 days after the rejection or termination, to execute and deliver to Tenant or the applicable Financing Party a new lease for the Leased Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the term of this Lease before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Tenant or the Financing Party prior to rejection or termination). Prior to the execution and delivery of any such new lease, Tenant or the Financing Party shall (i) pay Landlord any amounts which are due Landlord from Tenant, (ii) pay Landlord any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Tenant under this Lease to the extent Tenant failed to perform them prior to the execution and delivery of the new lease and that are susceptible of being cured by the Tenant or the Financing Party.

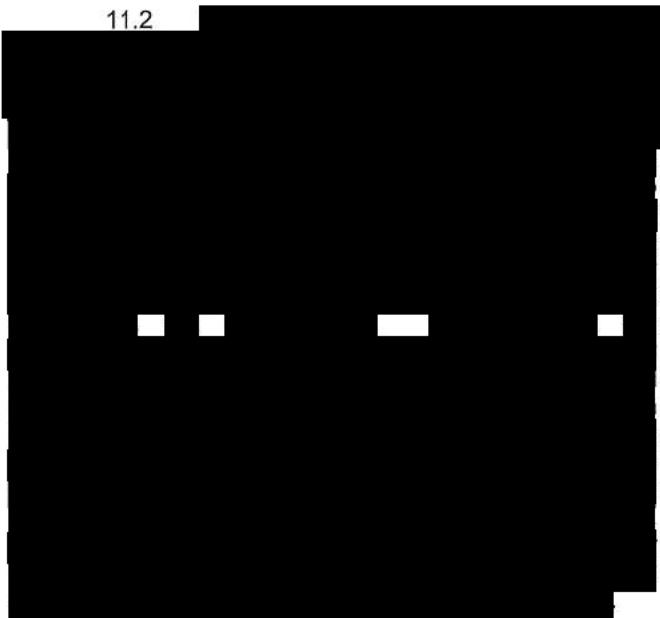
10. **Notices.** Any notice, consent or other formal communication required or permitted to be given by a Party pursuant to the terms of this Lease shall be in writing and shall be deemed delivered (a) when delivered personally or by email, unless such delivery is made (i) on a day that is not a business day in the place of receipt or (ii) after 5:00 p.m. local time on a business day in the place of receipt, in either of which cases such delivery will be deemed to be made on the next succeeding business day, (b) on the next business day after timely delivery to a reputable overnight courier and (c) on the business day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid), addressed to such Party at the address specified in the Basic Terms and Conditions hereof (or to such other address or having such other contact information as either Party may hereafter specify for such purpose by like notice to the other Party from time to time. All notices to Tenant must also be sent to each Financing Party of which Landlord has been previously notified in writing in accordance with this Section 10.

11. **Leased Premises Terms and Conditions.**

11.1 **Zoning Approvals.** Landlord acknowledges that Tenant may, at its own expense, file applications with federal, state, and local governmental bodies for (a) grant of approvals, environmental permits, stormwater permits, road permits, transmission easements, driveways, and grading, construction, building operations and related governmental permits, licenses and approvals (collectively, "*Project Permitting*") for the Improvements, Solar Operations and/or Restoration, and (b) any zoning relief (including but not limited to rezoning of the Leased Premises) for the Property

necessary for Project Permitting. Landlord shall cooperate as necessary in such applications at Landlord's expense.

11.2



11.3 Separability. Tenant may divide the Leased Premises to create multiple Solar Operations projects. Upon Tenant's election to separate and within 15 days after notice to Landlord, Landlord shall (without demanding any additional consideration) bifurcate this Lease by entering into and delivering to Tenant new stand-alone leases (which shall supersede and replace this Lease) that provide Tenant with separate leasehold estates in different portions of the Leased Premises, as designated by Tenant. Each new lease shall: (a) specify the portion(s) of the Property to be covered, (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Tenant or any other person or entity prior to the execution of such new leases, except for any modifications that may be required to ensure that each party's combined obligations under such new leases do not exceed such party's obligations under this Lease) and be in a form reasonably acceptable to Tenant; (c) be for a term equal to the remaining term of this Lease (including the option to extend any then remaining Extension Term(s)); (d) contain a grant of access, transmission, communications and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Tenant may designate; (e) require payment to Landlord of only an acreage-proportionate part of each payment (which under all such new leases shall in the aggregate equal the amounts that are due under this Lease); (f) provide for payments thereafter due to be paid with respect to the Improvements actually installed under such new lease for the portion of the Property subject to such lease, and (g) enjoy the same priority as this Lease over any lien, mortgage, encumbrance or other interest against the Property.

11.4 Easements. Landlord hereby irrevocably grants and conveys to Tenant for Development Period and the Term the following easements across the Property, appurtenant to Tenant's leasehold estate in the Leased

Premises (collectively, "Easements"): (i) an exclusive, perpetual 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 Property for access to the Leased Premises; (iii) a non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Solar Operations by means of (a) the now existing or hereafter constructed roads and rights-of-way on the Property, and (b) such additional roads as Tenant may construct or cause to construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; (iv) an exclusive easement to the utility to install, maintain, repair, replace and operate on the Property multiple (a) electric power transmission, distribution and collection cables, conduits, wire and/or lines to and/or from the Leased Premises; (b) communication cables (including fiber optic cables); and (c) other improvements, facilities, 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 Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Solar Operations (provided that Tenant shall, to the extent reasonably possible, restore the Property outside the Leased Premises to substantially same condition as existed prior to such use). All easements granted shall run with the Property and be binding upon Landlord's successors and assigns. Final routing of the Easements shall be negotiated in good faith, optimized to keep Tenant's costs for Improvements as low as possible and shall be subject to the mutual agreement of the Parties. Landlord shall execute and deliver to 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 10 business days following written request from Tenant. 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 Property (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Leased Premises, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements, if such use is permitted under 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 reasonably acceptable to Landlord), for no additional consideration, one or more sub-easements of Landlord Easements to run concurrently with the Term (or for such shorter period as provided in Landlord Easement).

11.5 Crops and Hunting Leases. During the Development Period, Landlord shall have the right to plant farm crops or enter into a lease for no more than 1 year for the planting of farm crops ("Crop Lease") or for hunting ("Hunting Lease") on the Leased Premises. Any Crop Lease or Hunting Lease shall be in writing and shall contain a provision that

allows the Crop Lease or Hunting Lease to be terminated by Landlord in accordance with Section 1.5 of this Lease.

11.6 Acquisition of Interconnection Property. Tenant shall have the right (the "Interconnection Option"), at its sole option, to purchase a portion of the Property designated as Potential Interconnection Area in Exhibit A-2 from Landlord for Tenant's interconnection facilities ("Interconnection Property") at a purchase price of [REDACTED] per acre (the "Interconnection Purchase Price") (up to 10 acres) inclusive of all easements for access and transmission for Solar Operations. All costs associated with partitioning the Interconnection Property from the remainder of the Property shall be borne by Tenant; however, Landlord shall cooperate in such efforts at no out-of-pocket cost. The Interconnection Option shall be exercised and closed pursuant to the terms of Exhibit 3 attached hereto and incorporated herein by reference.

12. Mineral Development.

12.1 Landlord acknowledges and agrees that a material reason for the consideration paid by Tenant to Landlord under this Lease is for Tenant's exclusive use and control of the surface of the Leased Premises. Consequently Landlord shall not, without Tenant's prior written consent (which may be withheld in Tenant's sole, commercially reasonable discretion) exercise (or, to the extent within Landlord's reasonable control, authorize or permit the exercise of) any surface or sub-surface rights affecting the Leased Premises, including, without limitation, mineral, gas and oil resource development, which might damage the Improvements or interfere or endanger in any respect Tenant's development and use of the Leased Premises.

12.2 To the extent Landlord possesses sub-surface rights with respect to the Leased Premises, Landlord agrees that all prospecting for or development of geothermal substances, minerals, oils, gas, petroleum, or other substances located on, within, underneath, adjacent to, or within the vicinity of the Leased Premises shall be performed a minimum of five hundred (500) feet from the Leased Premises and in such manner and by methods that will neither penetrate within five hundred (500) feet directly beneath the surface of the ground within the Leased Premises nor interfere with the exercise of the rights granted herein.

13. Miscellaneous.

13.1 Confidentiality. Landlord and its members, agents, representatives, employees, partners, officers and directors (collectively, the "Landlord Parties" and individually a "Landlord Party") will not disclose the subject matter or terms of the transaction contemplated by this Lease; provided, however, a Landlord Party shall be permitted to disclose such information (i) if required by law or (ii) as is necessary to its accountants, attorneys and lenders and any prospective purchaser of the Property provided such parties are informed about this Lease's confidential nature and agree to not disclose any information.

13.2 Force Majeure. If Tenant is delayed or prevented from performing any of its obligations under this Lease by reason of strike, lockouts, labor troubles, failure of power, riots, insurrection, war, pandemics, acts of God or any other cause beyond Tenant's reasonable control, the period of such delay or such prevention shall be deemed added to the time period herein provided for the performance of any such obligation by Tenant.

13.3 Further Acts and Assurances. Each Party shall execute such additional commercially reasonable documents or instruments and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Lease. No approval required under this Lease shall be unreasonably withheld or delayed. Unless a longer or shorter time is specified in this Lease, all approvals required of either Party shall be given or refused in writing within 10 business days after receipt of the written request. Any delay of a requested approval longer than 10 business days from receipt of a written request for approval shall be deemed an approval.

13.4 Attorney's Fees. In the event of any litigation for the interpretation or enforcement of this Lease, or the prevailing party shall be entitled to reasonable attorneys' fees and court and other costs from the non-prevailing party, including costs and fees on appeal and in any bankruptcy or insolvency proceeding.

13.5 No Partnership. Landlord and Tenant are not and shall not be considered joint venturers or partners or to have any relationship other than landlord and tenant, and neither shall have the power to bind or obligate the other except as set forth in this Lease.

13.6 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the lease of the Leased Premises and no promises or representations express or implied, either written or oral, not set forth in this Lease shall be binding upon or inure to the benefit of Landlord and Tenant. This Lease shall not be modified by any oral agreement, either express or implied, and all modifications of this Lease shall be in writing and signed by both Landlord and Tenant. All Exhibits referenced herein are incorporated into this Lease by reference and made a part hereof.

13.7 Expenses. Landlord and Tenant shall pay its own cost and expenses, including attorneys' fees, incurred in connection with this Lease.

13.8 Quiet Enjoyment. Landlord hereby covenants with Tenant that Tenant shall and may peacefully and quietly have and enjoy the Leased Premises for and during the Development Period, Term and Restoration Period for the purposes set forth in this Lease.

13.9 Severability. The unenforceability, invalidity, or illegality of any provisions of this Lease shall not render the other provisions hereof unenforceable, invalid or illegal.

13.10 Counterparts and Electronic Signature. This Lease may be executed in counterparts, each of which shall be deemed an original and use of which, when taken

together, shall constitute one and the same instrument. This Lease may be executed by electronic signature which constitutes a legal signature equivalent to a manual signature.

13.11 Memorandum of Lease. Concurrently with the execution of this Lease, Landlord and Tenant shall execute, acknowledge before a notary public, in recordable form, and deliver a Memorandum of Lease in substantially the form attached to this Lease as Exhibit C which may be recorded by Tenant in the real property records or register of deeds of the county in which the Property is located (the "Memorandum"). Landlord shall execute an amendment to the Memorandum in each instance as reasonably requested by Tenant within 10 business days.

13.12 Subrogation Waiver. Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) or required to be in force at the time of the loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to their respective insurance carriers of this mutual waiver of subrogation.

13.13 Waivers. To the extent that any applicable law, ordinance, regulation or permit establishes minimum setbacks from the exterior boundaries of the Leased Premises for Improvements constructed on the Leased Premises or adjacent real property, then Landlord waives any and all such setbacks and setback requirements for the benefit of Tenant, the owner(s) of the adjacent real property, and their respective successors and assigns. Further, if requested by Tenant, Landlord shall execute and deliver to Tenant one or more separate setback waivers in a form provided by Tenant, which Tenant may then record at its expense. This waiver shall survive the termination of this Lease for so long as Tenant maintains improvements on real property adjacent to the Leased Premises.

13.14 Brokers. Landlord and Tenant represent and warrant to each other that they have not had any dealings with real estate brokers, finders or agents in connection with this Lease. Landlord and Tenant shall indemnify, defend and hold the other Party, its successors and assigns harmless from any and all claims, costs, commissions, fees or damages by any person or firm claiming to have negotiated, instituted or brought about this Lease by or through such Party.

13.15 Additional Payments. Landlord shall not be entitled to any additional payment or other benefit from the Solar Operations including any tax or environmental credits whether state, federal or local, any rights to electricity or its attributes, or any other cash or non-cash payment.

13.16 Governing Law. The laws of the state in which the Property is located shall govern the interpretation and enforcement of this Lease.

13.17 W-9. Concurrently with the execution of this Lease, Landlord shall complete, execute and deliver to

Tenant a valid form of W-9 for submission to the Internal Revenue Service. Landlord payment(s) due under the Lease will be withheld from payment until Tenant's receipt of Landlord's valid W-9(s) which Landlord may update from time to time.

13.18 Payment Directive. Landlord instructs Tenant that all payments which become due and payable to Landlord pursuant to this Lease shall be made as follows:

100% to Donald and Linda Coltharp

EXHIBIT 2:

FORM OF MEMORANDUM OF LEASE

Prepared By and
When Recorded Return To:
Banjo Creek Solar LLC
1447 S. Tryon St., Suite 201
Charlotte, NC 28203

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("*Memorandum*") is executed to be effective as of _____, 2021 between Donald and Linda Coltharp, husband and wife, whose address is 5628 State Route 339, Farmington, KY 42040, Teri Ann Claeson and Doug Claeson, husband and wife, whose address is 1855 Eveningside Way, Kennesaw, GA 30152, and Karen Lee and Craig Snethen, husband and wife, whose address is 209 E 9th St., Fulton, MS 65251 (whether one or more, "*Landlord*"), and Banjo Creek Solar LLC, a Kentucky limited liability company ("*Tenant*"), whose address is 1447 S. Tryon St., Suite 201, Charlotte, NC 28203, to provide record notice of that certain Lease Agreement dated _____, 2021 (the "*Lease*"), by and between Landlord and Tenant. Capitalized terms used and not defined herein have the meaning given the same in the Lease.

Landlord is the owner of the real property described in the attached **Exhibit A** ("*Property*"), and pursuant to the Lease, Landlord has leased to Tenant that portion of the Property shown or described on **Exhibit A-1**, together with all improvements, fixtures, personal property and trade fixtures, and all other appurtenances, tenements, hereditaments, ingress, egress, rights and easements pertaining to thereto (collectively, the "*Leased Premises*"). Landlord and Tenant agree that upon completion of a final site plan and survey delineating the Leased Premises, the parties shall amend **Exhibit A-1** to more accurately describe the Leased Premises.

The Lease concerns the development of the Leased Premises for the purposes of generating photovoltaic electric energy. The solar photovoltaic power generating facility and all related equipment installed, owned and operated by Tenant and located at the Leased Premises (collectively, the "*Generating Facility*") shall not be deemed a fixture. The Generating Facility is Tenant's personal property and Landlord has no right, title or interest in the Generating Facility. Further, Landlord has waived any and all rights it may have to place a lien on the Generating Facility.

The Effective Date of the Lease is _____, 2021. The Development Period commences on the Effective Date and continues in accordance with the terms of the Lease. The Initial Term of the Lease begins on the Placed-in-Service Date and continues for twenty-five (25) years from the Placed-in-Service Date unless extended or earlier terminated as provided in the Lease. Tenant has the right to extend the Term for up to four (4) additional Extension Terms of five (5) years each as set forth in the Lease. Additionally, pursuant to the terms of the Lease, Landlord has granted to Tenant certain easement rights over and across the Property and an option to purchase a portion of the Property. Reference should be made to the Lease for further particulars.

The Lease is incorporated into this Memorandum by reference and are binding on Tenant and Landlord. If a conflict exists between any term of this Memorandum and the Lease, the Lease controls. The

covenants, terms, and provisions of the Lease (including the purchase options contained therein) will run with the land, and will be binding upon and inure to the benefit of the parties hereto and each other person and entity having any interest therein during their ownership thereof, and each of their respective lessees, heirs, executors, administrators, successors, and assigns. Tenant and Landlord desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Tenant in the Leased Premises and of the existence of the option to purchase and other rights granted to Tenant under the Lease. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

[Signatures Follow]

Landlord:

Signature: _____

Donald Coltharp, husband

Signature: _____

Linda Coltharp, wife

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned Notary Public, on this day personally appeared Donald Coltharp known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned Notary Public, on this day personally appeared Linda Coltharp known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

Landlord:

Signature: _____

Doug Claeson, husband

Signature: _____

Teri Ann Claeson, wife

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned Notary Public, on this day personally appeared Doug Claeson known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned Notary Public, on this day personally appeared Teri Ann Claeson known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

Landlord:

Signature: _____

Craig Snethen, husband

Signature: _____

Karen Lee Snethen, wife

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned Notary Public, on this day personally appeared Craig Snethen known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned Notary Public, on this day personally appeared Karen Lee Snethen known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

Tenant:

Banjo Creek Solar LLC,

a Kentucky limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF NORTH CAROLINA §

§

COUNTY OF MECKLENBURG §

Before me, the undersigned Notary Public, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same in her/his capacity as _____ of Banjo Creek Solar LLC, on behalf of said limited liability company for the purposes and consideration therein expressed

me that s/he executed the same in her/his individual capacity for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public, State of _____

[Notary seal]

EXHIBITS TO BE ADDED PRIOR TO EXECUTION AND RECORDING:

- Exhibit A Property
- Exhibit A-1 Leased Premises
- Exhibit A-2 Interconnection Property

EXHIBIT 3:

Purchase Option

1. Tenant may exercise the Interconnection Option, if at all, by providing written notice (the "Exercise Notice") to Landlord of such exercise [REDACTED]. The Exercise Notice shall specify that the Interconnection Property that Tenant elects to purchase, [REDACTED]

[REDACTED] the Interconnection Option exercised shall be closed pursuant to this Exhibit 3.

2. If Tenant timely exercises the Interconnection Option, the following shall apply:

- a. The purchase price (the "Purchase Price") shall be equal to the product of the Interconnection Purchase Price multiplied by the number of acres contained in the Interconnection Property (prorated to the nearest 1/10th acre).
- b. Unless the Parties agree otherwise, the close of the Interconnection Option (the "Closing") shall take place at a title company of Tenant's choice (the "Title Company") and shall be completed on a date designated by Tenant which is not less than ten (10) days nor more than sixty (60) days from the date the Exercise Notice is delivered to Landlord.

3. At the Closing, the following shall apply:

- a. Landlord shall execute, acknowledge and deliver to Tenant a special warranty deed for the Interconnection Property to vest in Tenant all of the Landlord's right, title and interest in and to the Interconnection Property. In no event shall any deeds of trust, mortgages, judgment liens, tax liens or mechanics' and materialmen's liens on the Interconnection Property created by, through or under Landlord or Landlord's agents or contractors be deemed "permitted exceptions" and, at or prior to Closing, Landlord shall cause all such liens to be released of record with respect to the Interconnection Property.
- b. Landlord and Tenant shall execute, acknowledge and deliver to the Title Company, a release of any and all liens or interests created under or pursuant to the provisions of the Lease with respect to the Interconnection Property.
- c. Landlord and Tenant shall execute and deliver such documents as are customary or required by the Title Company or a Financing Party in connection with the Closing.
- d. Tenant shall deliver funds in the amount of the Purchase Price.
- e. Tenant shall pay all of its costs associated with purchasing the Interconnection Property, including without limitation, the costs of survey, title insurance and closing costs.
- f. Ad valorem taxes relating to the Interconnection Property for the calendar year in which the Closing occurs shall be prorated between Landlord and Tenant as of the date of such Closing, based upon the best available estimates of the amount of taxes that will be due and payable for the calendar year in which the Closing occurs if the actual amounts are not known. Within thirty (30) calendar days of the date the amount of taxes on the Interconnection Property for such year are known, Landlord and Tenant shall readjust the actual amount of taxes to be paid by each party with the result that Landlord shall pay for the portion of the current year's taxes attributable to the period of time prior to the Closing.