

SOLAR POWER GENERATING FACILITY
LAND OPTION AND PURCHASE AGREEMENT

This Solar Power Generating Facility Land Option and Purchase Agreement (the "**Agreement**") is made and entered into as of September 30, 2021 (the "**Effective Date**"), by and between **FRON Bn, LLC** or assignee ("**Purchaser**") and **Gregory Wayne Young**, unmarried ("**Seller**"). Purchaser and Seller are at times collectively referred to hereinafter as the "**Parties**" or individually as a "**Party**."

RECITALS

A. Seller is the owner of certain real property located in Marion County, Kentucky, with a gross acreage of approximately 71.02 acres, as more particularly described in Exhibit A attached hereto (the "**Property**"). The exact acreage and boundaries of the Property shall be determined by a survey to be completed during the Due Diligence Period (as defined below).

B. Purchaser desires to obtain from Seller an exclusive option to purchase the Property for purposes of building, owning, operating and maintaining a solar energy generating facility (the "**Generating Facility**") on the Property, including, without limitation, solar panels, heliostats, energy storage equipment, energy storage facilities, batteries, charging and discharging equipment, substations, underground and/or overhead distribution, collection and transmission lines, underground and/or overhead control, communications and radio relay systems and telecommunications equipment, mounting substrates or supports, wiring and connections, cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, power inverters, interconnection and/or switching facilities, circuit breakers, transformers, service equipment and associated structures, metering equipment, service roads, utility interconnections and any and all related or associated improvements, fixtures, facilities, appliances, machinery and equipment.

C. Seller desires to grant Purchaser an exclusive option to purchase the Property for purpose of building, owning, operating and maintaining the Generating Facility thereon.

D. The Parties desire to agree upon the terms of such Property purchase should Purchaser exercise the Purchase Option (as defined below).

E. The Parties are entering into this Agreement to memorialize their understanding regarding the foregoing.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Purchaser and Seller hereby agree as follows:

1. Definitions.

(a) "**Affiliate**" means when used with reference to a specified Person, any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by or is under common control with the specified Person.

(b) "**Business Day**" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

(c) “**Environmental Laws**” means all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations relating to the protection of human health or the environment including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1804, et seq., the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, and any other applicable federal, state or local law now in force or hereafter enacted relating to waste disposal or environmental protection with respect to hazardous, toxic, or other substances generated, produced, leaked, released, spilled or disposed of at or from the Property, as any of the same may be amended or supplemented from time to time, and any regulation promulgated pursuant thereto.

(d) “**Financing Party**” means any Persons, and their successors and assignees, providing funding in connection with any hedge provider, development, bridge, construction, permanent debt or tax equity financing or refinancing for the Generating Facility.

(e) “**Governmental Entity**” means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal, program administrator or other instrumentality of any government, whether federal, state or local, domestic or foreign, or any Person, owned, operated, managed or otherwise controlled thereby.

(f) “**Hazardous Materials**” means without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead or lead based paint, oil and petroleum products and their by-products, polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or microbial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in any Environmental Law.

(g) “**Law**” means any national, regional, state or local law, statute, rule, regulation, code, ordinance, administrative ruling, judgment, decree, order or directive of any jurisdiction applicable to the Agreement or the transaction contemplated thereby.

(h) “**Person**” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, limited liability company, or any other entity of whatever nature.

2. Purchase Option.

(a) **Purchase Option Grant.** For the non-refundable sum [REDACTED] (the “**Execution Payment**”) paid in hand and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Seller hereby grants Purchaser the exclusive option to purchase the Property upon the terms and conditions set forth herein (“**Purchase Option**”). Purchaser shall have the right to exercise the Purchase Option by written notice in accordance with the terms of this Agreement (“**Exercise Notice**”) at any time prior to the end of the Purchase Option Period (as defined below) (the “**Purchase Option Termination Date**”).

(i) **Escrow.** Immediately following full execution of this Agreement, the Parties shall open an escrow relating to this Agreement and the transactions contemplated hereunder (“**Escrow**”) with Multi-State Title Agency or another escrow company mutually acceptable to the Parties (“**Escrow Company**”). The Parties shall share all Escrow costs and expenses equally, unless specifically stated otherwise in this Agreement. If Purchaser terminates this Agreement at any point during the Due Diligence

Period (as defined below) or Purchase Option Period (as defined below), then Purchaser shall be responsible for all Escrow costs and expenses.

(ii) **Title Report.** Following the opening of Escrow, Purchaser shall cause to be prepared a commitment for title insurance contemplating American Land Title Association (“*ALTA*”) extended coverage along with any requested endorsements as set forth below together with a Preliminary Title Report (“*PTR*”) issued by Escrow Company with regard to the Property. Purchaser shall be responsible for all costs, expenses and premiums relating to ALTA coverage and the PTR. Within thirty (30) days from Purchaser’s receipt of the PTR and a survey of the Property, Purchaser shall notify Seller in writing of any liens, encumbrances and/or other title deficiencies which are not acceptable to Purchaser (each a “*Title Deficiency*”). If at any time on or before the Purchase Closing Date, Seller discloses to Purchaser or Purchaser otherwise discovers any liens, encumbrances or other title exceptions affecting the Property that are not disclosed in the PTR (“*New Title Matters*”) that are objectionable to Purchaser, then Purchaser shall notify Seller of Purchaser’s objection to such New Title Matter and such New Title Matter shall then become a Title Deficiency. Title Deficiencies shall be handled pursuant to Section 2(a)(iv)(F) below.

(iii) **Memorandum.** Purchaser shall prepare and Seller shall sign and deliver a notarized Memorandum of Solar Power Generating Facility Land Option and Purchase Agreement (“*Memorandum*”) contemporaneously with or immediately following execution of this Agreement, into Escrow with the instruction to record the Memorandum against the Property with the respective county recorder. The Memorandum shall include all material provisions of this Agreement, but shall not make any reference to specific amounts set forth in any payment provisions herein.

(iv) **Due Diligence.** During the Purchase Option Period, Purchaser shall have the right to conduct due diligence review of the Property and related matters, including, without limitation the following:

- (A) On-site geological, biological, cultural and environmental testing;
- (B) Determining the feasibility of obtaining the necessary land-use, grid interconnection and transmission permits for the Generating Facility;
- (C) Inspection of title to Property; and
- (D) On-site survey of the Property.

In connection with the foregoing, Seller shall:

(E) Within ten (10) days following the Effective Date, Seller shall deliver to Purchaser the following:

(1) Legible copies of the bills issued for the most recent tax year for all real estate taxes, provided, Seller shall be under no obligation to make additional copies of any such documents for Purchaser’s use;

(2) All reports, studies, drawings, or analyses relating to the Property, including, without limitation, geotechnical, environmental, architecture, surveys, or engineering studies reports; and

(3) All notes, memoranda, and written communications relating to the development of the Property, including without limitation, negotiations with any governmental or quasi-governmental agencies; provider, however, Seller shall have no duty to generate any of these items listed in subparagraphs (2) and (3) of this Article 2(iv)(E) that do not already exist on the Effective Date;

(F) Subject to Section 2(e) and Section 2(f), Seller shall use its best efforts to eliminate within the Purchase Option Period any Title Deficiencies that are within the reasonable power of Seller to eliminate, other than those Title Deficiencies that are determined in Purchaser's sole and absolute discretion as acceptable to Purchaser. In the event Seller is unable to remove within the Purchase Option Period Title Deficiencies that are unacceptable to Purchaser and within the reasonable power of Seller to eliminate, Purchaser and Seller may agree in writing to extend the Purchase Option Period [REDACTED] to allow Seller to continue its efforts to remove Title Deficiencies; *provided, however*, if any New Title Matters are disclosed that constitute Title Deficiencies, then the Purchase Option Period shall be extended [REDACTED] following Purchaser's delivery of notice to Seller of such new Title Deficiencies (or such longer period as is agreed upon in writing by both Parties) to allow Seller to remove such new Title Deficiencies. During the Purchase Option Period (as such period may be extended), Purchaser shall have the right, in its sole discretion, to either proceed with the Purchase Option (and accept the title with all uncured Title Deficiencies that are not monetary liens) or terminate this Agreement [REDACTED]; *provided, however*, if Purchaser proceeds with the Purchase Option, then Seller shall (1) reasonably cooperate with Purchaser's efforts to remove or otherwise cure any Title Deficiencies and Purchaser's efforts to obtain title insurance coverage for Purchaser and any of Purchaser's Financing Parties which does not list the Title Deficiencies as Schedule B exceptions and (2) before Closing, be required to remove any monetary liens that are New Title Matters and any other encumbrance that is a New Title Matter and to which Purchaser did not consent; and

(G) Seller shall use commercially reasonable efforts to support Purchaser in conducting its due diligence, including without limitation, granting access to the Property, cooperating with zoning and conditional use permit queries to the County where the Property is located and other similar activities of Purchaser. Purchaser shall compensate Seller for any material damage to the Property, Seller's crops, livestock or other agricultural operations thereon caused by Purchaser's due diligence activities during the Purchase Option Period. Purchaser shall promptly restore any and all soil borings or other soil disturbance caused by Purchaser during its performance of any testing during the Purchase Option Period as soon as reasonably practicable after the disturbance is generated to a condition reasonably similar to its original condition.

(H) Purchaser shall not be permitted to commence construction or site preparation of any Solar Generating Facility, or the components thereof, on any portion of the Property (other than meteorological and solar and radiation measurement, monitoring and recording equipment and facilities) unless and until Purchaser has exercised the Option with respect to such portion of the Property.

(I) Seller reserves the right during the Purchase Option Period to use the Property and conduct activities on the Property for any purpose (including farming, ranching, grazing, conservation, and hunting) other than oil, gas and other mineral exploration, development and operations, and further reserves the right to lease the Property and grant temporary licenses and easements and other rights on, over, under and across the Property to other persons, entities and governmental authorities.

(v) **Determination of Net Acreage.** The exact number of acres comprising the Property shall be determined prior to the Purchase Closing Date (as hereinafter defined) based on the results

of a survey to be obtained by Purchaser during the Purchase Option Period. The surveyed gross acreage of Property, less total acreage for any (a) easements, (b) non-dedicated public access roads, and (c) areas of pending condemnation by a public agency (the "**Net Property**"), shall be used to determine Purchase Option Payments and the total Purchase Price. If the survey has not been completed prior to the Purchase Option Period Start Date (as defined hereinafter), then for the purpose of calculating Purchase Option Payments, and only until such survey is completed, the number of acres of the Property on which Purchase Option Payments shall be made (the "**Purchase Option Payment Property**") shall be those acres of the Property that fall within the Marion County Assessor's Office's definition of "Assessed Acreage". Once such survey is completed, the Purchase Option Payment Property shall be those acres of the Property constituting the Net Property. [REDACTED]

(vi) **Subdivision.** Prior to the Purchase Closing Date, Purchaser shall have the right to designate the boundaries and acreage it desires for the Site within the boundaries of the Property and based on Purchaser's specifications. Purchaser shall have the right, at its sole cost and expense, to seek all permissions and consents necessary to create the Site parcel by subdivision in compliance with the Law. Seller agrees to cooperate with Purchaser in this regard to the extent reasonably requested. Nothing herein shall be construed to reduce the Net Acreage as subdivision is for Purchaser's purposes only and no option exists for Purchaser to purchase less than all of the Net Acreage available.

(vii) **Due Diligence Termination.** At any time during the Purchase Option Period, as it may have been extended by Purchaser in accordance with Section 2(a)(iv)(F) above, Purchaser may elect, in its sole and absolute discretion, to terminate this Agreement ("**Option Termination Notice**"). The Option Termination Notice shall be provided to Seller in writing with a copy delivered into Escrow. Upon any such termination by Purchaser, the Parties shall have no further obligation under this Agreement; provided, however, that in the event of termination Purchaser agrees to promptly release or quitclaim all recorded notices and/or options related to the Property.

(viii) **[Intentionally omitted]**

(ix) **Purchase Option Period.** The Purchase Option Period (as defined below) shall be [REDACTED] beginning on the Effective Date ("**Purchase Option Period**"). During the Purchase Option Period, Seller shall be responsible for all taxes, fees, costs and expenses associated with the Property, except for those outlined explicitly herein.

(x) **Entitlement Activities.** During the Purchase Option Period, Purchaser will initiate the process of obtaining and negotiating, as applicable, land-use and Generating Facility-related documentation, including, but not limited to, conditional use permit(s) (each, a "**CUP**"), re-zoning or subdivision of the Property, if required, construction certificates, grid interconnection, transmission agreements and power purchase agreements in order to facilitate the development of the Generating Facility. Seller shall support Purchaser in Purchaser's efforts to carry out entitlement activities, and upon request from Purchaser, shall execute an Owner's Affidavit Regarding Land Entitlement (the "**Owner's Affidavit Regarding Land Entitlement**"), in a form reasonably acceptable to the Parties. However, Purchaser shall not change any attributes "running with the land," such as zoning or CUP, prior to the Purchase Closing Date (as defined below) or with the written consent of Seller. Purchaser may enter into interconnection and transmission agreements at Purchaser's sole discretion. Purchaser shall be responsible for all costs associated with efforts to obtain such entitlements, including but not limited to land-use permits, interconnection and transmission applications and related agreements.

(b) **Property Access during Purchase Option Period.** As of the Effective Date, Seller grants to Purchaser a non-exclusive right to access the Property in accordance with the terms and conditions hereinafter set forth ("**Property Access Right**") for purposes of conducting due diligence on the Property in conjunction with the development, design, planning and permitting of the Generating Facility. Seller acknowledges and agrees that Purchaser's due diligence activities may include soil and geological testing. In addition to the foregoing Property Access Right, and if requested by Purchaser in writing, Seller grants to Purchaser an exclusive license (the "**Station License**") over a portion of the Property or any adjoining real property owned by Seller as reasonably approved by Purchaser and Seller (such area, herein the "**Station Site**") for the purpose of installing, operating, maintaining, repairing and removing a meteorological station ("**Station**") thereon, coupled with a right of ingress and egress over the Property for the purpose of accessing the Station Site, all in accordance with the provisions set forth in **Exhibit B**. However, Purchaser acknowledges that throughout the Purchase Option Period, Seller will be continuing to conduct various agricultural operations on the Property, including but not limited to crops and livestock, which will necessitate coordination and advance notice of entry upon the Property so as not to unduly interfere or endanger Seller's crops, livestock or other operations, or Purchaser's personnel or contractors on the Property.

(c) **Seller's Documentation.** Notwithstanding Seller's obligations under Section 2(a)(iv)(E) above, Seller agrees to provide to Purchaser any and all additional relevant documentation related to the Property in Seller's possession and to cooperate with Purchaser in Purchaser's due diligence activities on the Property.

(d) **Prior Property Sale.** Seller warrants that (i) Seller does not have a current agreement (oral or written) to sell or lease the Property to a third party, and (ii) Seller will not enter into any agreement (oral or written) to sell or lease the Property to any third party during the Due Diligence Period and/or Purchase Option Period.

(e) **Property Leases.** Subject to Section 3(a)(ii), Seller may lease the Property to third party tenants for the time period ending on or prior to the Purchase Closing Date. Purchaser shall have the right, on Seller's behalf, to make any early termination payment under any real property lease affecting the Property now in effect or to be entered into by Seller in the future to ensure termination of any such real property lease as of the Purchase Closing Date. [REDACTED]

(f) **Mortgages and Trust Deeds.** Purchaser shall acquire the Property free and clear of any mortgages and trust deeds currently in existence or coming into existence after the Effective Date (collectively "**Mortgage**"). If Seller encumbers the property with a Mortgage, Seller agrees to fully cooperate with Purchaser and hereby grants Purchaser a power of attorney to effect a removal of all Mortgages as of the Purchase Closing Date. Purchaser shall have the right, on Seller's behalf, to pay-off any Mortgage as of the Purchase Closing Date. Any and all payments made by Purchaser pursuant to this Section 2(f) with respect to the Property shall be deducted in full from the Purchase Price (as defined below) payable by Purchaser to Seller for the Property.

(g) **Purchase Option Termination.** Purchaser shall have the right to terminate the Purchase Option by written notice to Seller with immediate effect at any time prior to the Purchase Option Termination Date. Any Purchase Option payments made by Purchaser prior to such termination shall be non-refundable. Upon termination of the Purchase Option by Purchaser, the Parties shall have no further obligation under this Agreement; provided, however, that in the event of termination Purchaser agrees to promptly release or quitclaim all recorded notices and/or options related to the Property.

(h) **Purchase Option Payments.** In addition to the Execution Payment paid as a non-refundable independent consideration referenced in Section 2(a) above, Purchaser shall make Purchase Option payments (each, a "*Purchase Option Payment*") to Seller during the Purchase Option Period as follows:

- (i) [REDACTED];
- (ii) [REDACTED];
- (iii) [REDACTED];
- (iv) [REDACTED]; and
- (v) [REDACTED]

Payments of the Purchase Option Payment shall be made on a quarterly basis [REDACTED].
[REDACTED]
[REDACTED] If Purchaser elects to exercise the Purchase Option or terminate this Agreement, it shall have no obligation to make any Purchase Option Payments relating to time periods after such Purchase Closing Date or termination.

(i) **Untimely Payment of Purchase Option Payments.** In the event Purchaser makes any Purchase Option Payment thirty (30) days or more after the due date for such Purchase Option Payment set forth above, then the amount of Purchase Option Payment due to Seller shall be increased [REDACTED].
[REDACTED]. In the event Purchaser is [REDACTED] late with payment of the relevant Purchase Option Payment, then such non-payment by Purchaser shall constitute a default under the terms of this Agreement and Seller shall send a default notice (the "*Purchase Option Default Notice*") to Purchaser with a [REDACTED] cure period upon receipt of the Purchase Option Default Notice by Purchaser. If Purchaser fails to cure the default prior to the end of the [REDACTED] cure period, Seller shall have the right to terminate this Agreement with such termination [REDACTED] following Seller's notice of termination delivered to Purchaser.

3. Closing Conditions and Purchase Closing Date.

(a) **Purchase Closing Date.** The close of Escrow ("*Purchase Closing Date*") shall occur on the date of Purchaser's delivery of the Exercise Notice and satisfaction or waiving of the following conditions to closing to be completed by Seller prior or on the Purchase Closing Date or such other date designated by Purchaser which date is [REDACTED] following Purchaser's delivery of the Exercise Notice and the satisfaction or waiving of the following conditions to closing:

(i) **Title Commitment.** Commitment by the Title Company to issue, upon the sole condition of the payment of its regularly scheduled premium, a policy of title insurance with such endorsements as Purchaser may reasonably require (collectively, the "*Title Policy*"), insuring Purchaser in

the amount of the Purchase Price (as defined below) that fee simple title to the Property, free and clear of all Leases, Mortgages, Property Liens and Title Deficiencies (except as accepted by Purchaser in accordance with Section 2(a)(iv)(F) above), which is vested in Purchaser as of the Purchase Closing Date, subject only to standard printed conditions and exceptions not previously identified by Purchaser as Title Deficiencies in accordance with Section 2(a)(ii) above, or if so identified subsequently by Purchaser in accordance with Section 2(a)(iv)(F) above.

(ii) **Termination of Real Property Leases.** Termination by Seller of any and all outstanding real property leases affecting the Property, and actual vacation of the Property by any and all tenants, if any, shall occur on or before Purchase Closing Date.

(iii) **No Condemnation.** Seller acknowledges the absence of any pending or threatened condemnation or eminent domain proceedings affecting the Property as of the Effective Date. At any time prior to the Purchase Closing Date, Seller shall immediately disclose to Purchaser in writing any pending or threatened condemnation or eminent domain actions or proceedings of any kind or nature and deliver to Purchaser any documentation received by Seller that relates to such proceedings.

If the conditions to closing are not satisfied before or on the Purchase Closing Date, [REDACTED]

4. **Purchase Price.** The purchase price (the "**Purchase Price**") of the Property shall be an amount of [REDACTED] of Net Property, or Purchase Option Payment Property if no survey is completed by Purchaser prior to exercise of the Purchase Option. The Purchase Price net of any adjustments and prorations set forth below shall be due and payable to Seller in full on the Purchase Closing Date, provided, however, that unless the Parties agreed in writing otherwise, any costs incurred by Purchaser under Sections 2(e) or 2(f) with respect to the Property, shall be credited through Escrow against the Purchase Price payable to Seller.

5. **Parties' Deliveries into Escrow.**

(a) **Seller's Deliveries into Escrow.** Prior to the Purchase Closing Date, Seller shall deliver into the Escrow the following (all documents shall be duly executed by Seller and shall be acknowledged where required):

(i) A special warranty deed to the Property ("**Deed**");

(ii) A certificate from Seller certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code ("**Non-Foreign Certificate**");

(iii) Seller's written escrow instructions to close Escrow in accordance with the terms of this Agreement; and

(iv) Documentation reasonably acceptable to Purchaser evidencing the termination of all Leases and pay-off of all Mortgages as of the Purchase Closing Date.

(b) **Purchaser's Deliveries into Escrow.** Prior to the Purchase Closing Date, Purchaser shall deliver into the Escrow the following:

- (i) The Deed duly executed by Purchaser;
- (ii) All cash required by the terms of this Agreement to close Escrow, plus or minus closing adjustments and prorations;
- (iii) Purchaser's written instructions to close Escrow in accordance with the terms of this Agreement; and
- (iv) Any other documents reasonably necessary to close the transactions contemplated under this Agreement.

(c) **Escrow Holder's Duties.** On the Purchase Closing Date, Escrow holder shall effect closing of the transactions contemplated by the terms of this Agreement by:

- (i) Recording all documents as may be necessary to clear title in accordance with the requirements of this Agreement;
- (ii) Recording the Deed;
- (iii) Paying all closing costs and making all prorations in accordance with the terms of this Agreement and a statement of adjustments and prorations as approved by Purchaser and Seller prior to the Purchase Closing Date;
- (iv) Delivering to Purchaser the Title Policy, Escrow holder's certified closing statement, a certified copy of the Deed, and Non-Foreign Certificate; and
- (v) Delivering to Seller the Purchase Price, plus or minus closing adjustments and prorations, Escrow holder's certified closing statement, and a certified copy of the Deed.

6. Closing Adjustments and Prorations. Except as set forth in this Section 6, the adjustments and prorations set forth below shall be made at the Purchase Closing Date as of the Proration Date. For the purposes of this Section 6, the term "Proration Date" shall be defined as 11:59 p.m. on the day preceding the Purchase Closing Date. All prorations shall be made on the basis of the actual number of days of the year and month which have elapsed as of the Proration Date.

(a) **Closing Costs.** Seller and Purchaser shall pay the Closing costs identified and allocated as set forth here: [REDACTED]

(b) **Real Estate Taxes.** All real estate taxes and assessments and personal property taxes levied or assessed against the Property shall be prorated between Purchaser and Seller as of the Proration Date, according to the current tax year based on the most recent tax bills for the Property, Seller being charged and credited for the same up to the Proration Date, and Purchaser being charged and credited for the same thereafter. [REDACTED]

If at any time after the Proration Date additional or supplemental real estate taxes are assessed against the Property by reason of any event occurring prior to

the Proration Date, or there is any rebate of such taxes, Purchaser and Seller shall promptly re-prorate such taxes, and any amounts due from one party to the other shall be paid in cash at that time.

(c) **Mortgage and Lease Pay-Offs.** All pay-off amounts necessary to terminate all Leases affecting the Property and to extinguish all Mortgages shall be borne by Seller and be credited to Purchaser in Escrow.

(d) **Calculations for Closing.** Escrow holder shall make a preliminary calculation of prorations no later than three (3) days prior to the Proration Date and a final calculation no later than one (1) day prior to the Proration Date. The final calculation shall be executed by each Party and may be relied upon by Escrow holder in completing the closing adjustments and prorations. In the event incomplete information is available, or estimates have been utilized to calculate prorations as of the Proration Date, any prorations relating thereto shall be further adjusted and completed outside of Escrow within ninety (90) days after the Proration Date. Any adjustments to initial estimated prorations which are required upon review of such complete information shall be made by Purchaser and Seller, with due diligence and cooperation, by prompt cash payment to the party entitled to a credit as a result of such adjustments. Any errors or adjustments in calculations of the foregoing adjustments shall be corrected or adjusted as soon as practicable after the Purchase Closing Date; provided, however, the provisions hereof shall survive the Purchase Closing Date for not more than twelve (12) months after the Purchase Closing Date.

7. Zoning.

(a) The parties acknowledge that the Property is presently unzoned. During the Purchase Option Period, Seller shall use its reasonable efforts to maintain the current zoning for the Property and agrees to permit Purchaser to contest any rezoning unless otherwise requested by Purchaser.

(b) In the event Purchaser elects to re-zone the Property and notifies Seller of its intent to change the then-current zoning for the Property, Seller agrees to provide Purchaser with all support as reasonably requested by Purchaser so long as all costs and expenses are borne by Purchaser. Purchaser shall have the right to rezone the Property as necessary or desirable for the Purchaser's use of the Property for purposes of building, owning, operating and maintaining the Generating Facility ("**Permitted Use**"), but effective only upon and following the Purchase Closing Date, or earlier with Seller's consent, not be unreasonably withheld. Seller hereby authorizes Purchaser to act as its agent and attorney-in-fact and perform any and all actions to effectuate the proper re-zoning of the Property with Marion County, Kentucky, for the Permitted Use. All costs and fees associated with such rezoning shall be borne by Purchaser.

8. **Seller's Representations and Warranties; Covenants of Seller.** In order to induce Purchaser to enter into this Agreement, Seller covenants, represents and warrants, as of the Effective Date and throughout the term of this Agreement, as follows:

(a) There are no liens, leases, mortgages or security interests on the Property, except those leases and liens ("**Property Liens**") recorded in the land records of Marion County, Kentucky as of the Effective Date, and those customary Property Liens for current taxes unpaid, utilities, public right of way, and the like.

(b) Seller is the owner of fee simple title of the Property and has full authority to enter into, execute, deliver and perform this Agreement, and is not in default of any mortgage affecting the Property.

(c) Seller has lawful title to the Property and full right to enter into this Agreement.

(d) Seller has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Property or any part thereof in lieu of condemnation.

(e) To Seller's knowledge, there are no unrecorded easements or agreements affecting the Property that might prevent or adversely affect the use or occupancy of the Property by Purchaser for operation of the Generating Facility.

(f) There are no circumstances known to Seller and no Seller commitments to third parties that may damage, impair or otherwise adversely affect the Generating Facility or its construction, installation or function (including activities that may adversely affect the Generating Facility's exposure to sunlight).

(g) To Seller's knowledge, there are no Hazardous Materials present at the Property and Seller has no knowledge of any violation of Environmental Laws relating to the Property. Seller has no knowledge of any underground storage tanks located on the Property. Seller has not manufactured, introduced, repurchased or discharged from or onto the Property, the soil or the groundwater any Hazardous Materials nor permitted the same, and Seller has not used or permitted the use of the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials.

(h) There is no claim, litigation, proceeding or governmental investigation pending or so far as is known to Seller, threatened against or relating to Seller or the Property which is in conflict with this Agreement or which could have a material adverse impact upon construction and/or operation of the Generating Facility.

9. Liability and Indemnity.

(a) **Purchaser Indemnity.** Purchaser shall indemnify, defend and hold harmless Seller, his heirs or assigns (the "**Seller Indemnitees**") of and from any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Purchaser or Seller, and damage or destruction of property, including, but not limited to, property of Purchaser, any utility company or Seller, or other loss or damage incurred by Seller, arising out of (i) negligence or willful misconduct of Purchaser, its agents, officers, directors, employees or contractors during the Purchase Option Period; or (ii) the material breach by Purchaser of any of its obligations under this Agreement. The obligation to indemnify shall extend to and encompass all costs incurred by Seller and any Seller Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Purchaser's obligations pursuant to this Section 9(a) shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Seller, the Seller Indemnitees, or their respective contractors, successors or assigns, or to the acts of third parties. Purchaser shall pay any cost that may be incurred by Seller or the Seller Indemnitees in enforcing this indemnity, including reasonable attorney fees. The indemnity provided in this Section 9(a) shall be in addition to and not in derogation or substitution of any indemnity provided elsewhere in this Agreement and shall survive the termination or expiration of this Agreement for a period of one (1) year.

(b) **Seller Indemnity.** Seller shall indemnify, defend and hold harmless Purchaser, its officers, agents and employees (the "**Purchaser Indemnitees**") of and from any claim, demand, lawsuit or action of any kind for injury to or death of persons, including, but not limited to, employees of Purchaser or Seller, and damage or destruction of property, including, but not limited to, property of either Purchaser or Seller, or other loss or damage incurred by Purchaser, arising out of: (i) negligence or willful misconduct of Seller, its agents, officers, directors, employees or contractors during the Purchase Option Period; or (ii) the material breach by Seller of any of its obligations under this Agreement. The obligation

to indemnify shall extend to and encompass all costs incurred by Purchaser and any Purchaser Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Seller's obligations pursuant to this Section 9(b) shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Purchaser, the Purchaser Indemnitees, or their respective contractors, successors or assigns, or the acts of third-parties. Seller shall pay any cost that may be incurred by Purchaser or the Purchaser Indemnitees in enforcing this indemnity, including reasonable attorney fees. The indemnity provided in this Section 9(b) shall be in addition to and not in derogation or substitution of any indemnity provided elsewhere in this Agreement and shall survive the termination or expiration of this Agreement for a period of one (1) year.

(c) **No Consequential Damages.** Notwithstanding any provision in this Agreement to the contrary, neither Purchaser nor Seller shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Agreement. The foregoing provision shall not prohibit Purchaser or Seller from seeking and obtaining general contract damages for a breach of this Agreement.

(d) **Specific Performance.** In addition to its other remedies set forth in this Agreement, if Seller fails to perform its obligations hereunder, Purchaser shall have the option to (i) waive such default in writing, or (ii) in seek specific performance of Seller's obligations under this Agreement.

(e) **Waiver.** [REDACTED]

10. Assignment. Each Party (each, an "*Assignor*") shall have the absolute right to assign this Agreement in its entirety or any of its rights, duties and/or obligations hereunder to (i) a purchaser of the Property or family trust or Affiliate in the case of Seller, or (ii) any third party in the case of Purchaser (in either case, hereafter referred to as the "*Assignee*"), provided, that such Assignee assumes in writing all of Assignor's rights, duties and obligations hereunder ("*Assumption Agreement*"). Upon the assignment made in accordance with this Section 10, Assignor shall deliver to the other Party a written notice of such assignment within ten (10) business days of the effective date thereof, and such notice shall be accompanied by a fully executed copy of the Assumption Agreement. As of the assignment date, all references to "Purchaser" or "Seller" herein, as applicable, shall refer to the Assignee. For the avoidance of doubt, any assignment made to an Assignee that has failed to execute an Assumption Agreement prior to the date of assignment shall be deemed null and void and shall not relieve the Assignor of any of its duties or obligations hereunder.

11. Construction of Agreement. The agreements contained herein shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared this Agreement. Purchaser and Seller acknowledge that they have been represented, or have had the opportunity to be represented, by counsel of their own choice. Neither Purchaser nor Seller is relying upon any legal advice from the other Party's counsel regarding the subject matter hereof. Both Parties acknowledge that they understand the terms and conditions of this Agreement and the terms and conditions of all other documents and agreements executed in connection herewith and that they sign the same freely. Neither Purchaser nor Seller shall deny the enforceability of any provision of this Agreement or any of the other documents or agreements executed in connection herewith on the basis that it did not have legal counsel or that it did not understand any such term or condition.

12. Further Assurances.

(a) Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12(a). Purchaser shall be responsible for reasonable costs that Seller incurs as a result of Seller's obligations under this Section 12(a).

(b) During the Purchase Option Period, upon written request by Purchaser (or its lenders), Seller shall provide within seven (7) days thereafter an estoppel certificate attesting to the fact that, to the knowledge of Seller, the Purchaser is in compliance with the terms of this Agreement, or detailing any known issues of noncompliance.

(c) In the event Purchaser or any Affiliate of Purchaser requests from Seller during the Purchase Option Period the grant of an easement for grid interconnection purposes on the Property or, Seller shall grant such easement to the requesting party upon terms and conditions reasonably acceptable to both Parties and at Purchaser's sole cost and expense. Seller shall use reasonable commercial efforts to support Purchaser or its Affiliates in conjunction with any grid interconnection sought by Purchaser or Purchaser's Affiliates, and Seller shall, at Purchaser's sole cost and expense, execute such additional documents, instruments and assurances and take such additional actions as Purchaser or its Affiliate deems reasonably necessary or desirable with respect to such grid interconnection.

13. Recording.

(a) **Memorandum of Agreement.** Seller agrees to execute and acknowledge a Memorandum of this Agreement, in form and substance satisfactory to the Parties, which Purchaser may record with the appropriate County recording officer. The date set forth in the Memorandum of Agreement is for recording purposes only. Upon termination of this Agreement for any reason, Purchaser shall promptly record with the County Clerk's Office a release acknowledging that the Memorandum is terminated and that Purchaser has no further interest of any kind in and to the Property. A copy of the recorded release shall be provided to Seller within ten (10) Business Days of termination of this Agreement.

(b) **Ancillary Documentation.** Seller agrees to Purchaser's making of any filings against the Property Purchaser deems appropriate to preserve Purchaser's rights in the Property. Seller shall have the right to approve any documentation which may create a cloud on Seller's title to the Property prior to Purchaser's filing thereof.

(c) **Easements.** If there is an existing condition on the Property for which an easement has not been recorded (e.g., a county road, irrigation canal, power lines or similar rights), and a request to record such easement is made during the Purchase Option Period by any Governmental Entity, Seller agrees to cooperate with same and to record an easement (or, if requested, an irrevocable offer of dedication) consistent with the existing condition on the Property. Purchaser will not make such recording until after the Purchase Closing Date or earlier with prior written consent of Seller. If such easement results in a loss of Property acreage (i.e., a recalculation of Net Property) the Purchase Price shall be reduced proportionately. Seller shall notify Purchaser of any such easement request and provide Purchase with a copy of the recorded easement.

14. Dispute Resolution.

(a) The Parties, through their respective Chairman, CEO, President or other authorized representative, shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "*Dispute*") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party.

(b) If, after such negotiation in accordance with 14(a) above, the Dispute remains unresolved, either Party may require that a non-binding mediation take place. In such mediation, the Chairman, CEO, President or other authorized representative of each Party shall meet for at least three (3) hours with a mediator whom the Parties choose together. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the mediation services of JAMS to appoint a mediator. The mediator's fee and expenses shall be paid one-half by each Party.

(c) In the event any Dispute is not settled to the mutual satisfaction of the Parties pursuant to Sections 14(a) or 14(b), both Parties shall retain the right, but not the obligation, to pursue any legal or equitable remedy available to it in a court of competent jurisdiction.

(d) All mediations pursuant to Section 14(b) shall be held in Marion County, Kentucky. Any legal action or proceeding brought by either of the Parties against the other Party with respect to this Agreement or the transactions in connection with or relating hereto, may be brought in the courts of the State of Kentucky in Marion County and, by execution and delivery of this Agreement, each of the Parties hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid court and waives any objection which it may have to the laying of venue of any proceedings brought in any such court; and any claim that such proceedings have been brought in an inconvenient forum. Each of the Parties agrees that a judgment, after exhaustion of all available appeals, in any such action or proceeding shall be conclusive and binding upon each of the Parties, and may be enforced in any other jurisdiction, by a suit upon such judgment, a certified copy of which shall be conclusive evidence of the judgment.

15. Amendments. This Agreement may be amended only in writing signed by Purchaser and Seller or their respective successors in interest; provided, however, if Seller has been notified that Purchaser has assigned any of its rights, duties or obligations under this Agreement to a Financing Party, then the prior written consent of Financing Party is required as well.

16. Notices. All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing except where this Agreement expressly provides that notice may be made orally. Notices required to be in writing will be delivered by hand delivery, overnight delivery, facsimile, or e-mail (so long as a copy of such e-mail notice is provided immediately thereafter in accordance with the requirements of this Section 16 by hand delivery, overnight delivery, or facsimile unless confirmation of successful transmission is received). Notice by facsimile will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it will be deemed received on the next Business Day). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery, overnight delivery, or facsimile unless confirmation of successful transmission is received. When notice is permitted to be provided orally, notice by telephone will be permitted and will be deemed to have been received at the time the call is received. A

Party may change its address by providing notice of the same in accordance with the provisions of this Section 16.

If to Seller:

Gregory Wayne Young
1420 Highway 327
Lebanon, KY 40033
[REDACTED]

With a copy to:

Kandice Engle-Gray, PLLC
Post Office Box 807
Lebanon KY 40033-0807
Phone: 270-699-2281
Email: keglaw@live.com

If to Buyer:

Brightnight LLC
Attn: Legal
2120 Huntington Circle
El Dorado Hills, CA 95762
Cory@brightnightenergy.com

With a copy to:

Frost Brown Todd LLC
Attn: Brian Zoeller
400 W. Market St, 32nd Floor
Louisville, KY 40202
Email: bzoeller@fbtlaw.com

17. Entire Agreement; Amendments. This Agreement (including the exhibits, schedules and any written supplements or amendments) constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Except as otherwise expressly provided in this Agreement, in order to be effective any amendment, modification or change to this Agreement must be in writing and executed by both Parties.

18. Survival. Any provision(s) of this Agreement that expressly or by implication comes into or remains in full force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

19. Severability. If any part, term, or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term or provision of this Agreement and shall not render this Agreement unenforceable or invalid as a whole. Rather the part of this Agreement that is found

invalid or unenforceable will be amended, changed or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision, within the limits of applicable Law, and the remainder of this Agreement will remain in full force and effect.

20. Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

21. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state in which the Property is located.

22. Brokerage Commissions. Each Party to this Agreement warrants to the other that no person or entity can properly claim a right to a real estate commission, finder's fee, or other real estate brokerage-type compensation (collectively, "*Real Estate Compensation*"). Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against claims for any Real Estate Compensation asserted by any third party as a result of actions by the indemnifying Party claimed to give rise to brokerage commissions payable as a result of the execution of this Agreement, which indemnification shall survive the expiration or earlier termination of this Agreement.

23. No Election of Remedies. Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will be without prejudice to such Party's other remedies under this Agreement or available at law or in equity.

24. No Recourse to Affiliates. This Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

25. Relationships of Parties. The Parties are independent contractors, and will not be deemed to be partners, joint venturers or agents of each other for any purpose, unless expressly stated otherwise herein.

26. No Third-Party Beneficiaries. Nothing in this Agreement will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, except with respect to Purchaser's Financing Parties to the extent expressly provided herein.

27. Attorneys' Fees; Costs. In the event of any action, claim, suit or proceeding between the Parties relating to this Agreement or the subject matter hereof, the prevailing Party will be entitled to recover its reasonable attorneys' fees and expenses and costs of such action, claim, suit or proceeding, in addition to any other relief granted or awarded. Purchaser agrees to pay its own legal costs and expenses and Purchaser further agrees to pay Seller's attorneys fees relating to negotiating this Agreement and any additional documents relating hereto or thereto, and further including negotiations which preceded this Agreement for alternative lease arrangements, such Seller's attorney's fees not to exceed Five Thousand and 00/100 Dollars (\$5,000) in the aggregate..

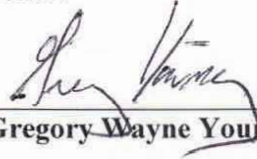
28. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this Agreement received by either Party by facsimile transmission or electronic signature is binding upon the other Party as an original.

29. **General Interpretation.** The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument of any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under this Agreement. No rule of strict construction will be applied against any Person.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Seller:



Gregory Wayne Young, unmarried

Purchaser:

FRON Bn, LLC,
a Delaware limited liability company

By: 

Name: Martin Hermann

Title: Manager

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

The land referred to herein is situated in the State of Kentucky, Marion County and described as follows:

Description of Property

Parcel #	County	Legal Description	Acreage
054-008-02	Marion	See attached "Exhibit A continued" for map of property.	~71.02
TOTAL PROPERTY:			~71.02
EXCEPTED PROPERTY:			N/A
TOTAL :			~71.02

[Include source deed information].



EXHIBIT A

Property Description

Marion County, Kentucky

County Parcel Number 054-008-02

Beginning at a re-bar set on the east side of highway '429' (St. Rose Road), three and a half (3.5) miles north of Lebanon, corner with Gregory Young (deed book 281, page 405). Thence S68°17'39" E, a distance of 339.57' leaving said highway with Gregory Young to a found 5/8" re-bar (set previous survey); thence S86°54'32"E, a distance of 491.74' with same to a found 5/8" re-bar (set previous survey); thence N68°43'08"E, a distance of 178.43' with same to a found 5/8" re-bar (set previous survey); thence N75°15'48"E, a distance of 594.67' with same to a found 5/8" re-bar (set previous survey) in the line of Gregory Morris (deed book 205, page 631); thence S10°55'02"E, a distance of 800.13' with Morris to a marked 14" Hackberry; thence S89°06'39"W, a distance of 756.78' leaving Morris with a new division line to a re-bar set in a fence; thence S11°56'04"E, a distance of 469.09' with same and a fence to a set re-bar, said re-bar is located N26°51'21"E, a distance of 583.46' from the northernmost corner of a barn; thence N82°42'31"W, a distance of 586.03' with same and a fence to a set re-bar; thence N11°01'29"W, a distance of 219.44' with same and leaving said fence to a set re-bar; thence N74°29'52"W, a distance of 502.82' to a re-bar set on the east side of highway 429'; thence N00°22'49"E, a distance of 181.10' to a point on said right of way; thence N06°29'39"E, a distance of 590.96' with same to the POINT OF BEGINNING; said described tract containing 31.932 Acres as reflected on survey by T. A. Phipps, dated March 8, 2011 and recorded in Plat Cabinet 4, Slide 627, in the Marion County Clerk's office.

Being the real estate conveyed to Gregory Wayne Young by Deed Book 286, Page 182, filed in the Register of Deeds Office of Marion County, KY.

Also,

Beginning at a re-bar set on the east side of highway '429' (St. Rose Road), four (4) miles north of Lebanon, corner with James Reynolds (Deed Book 143, Page 81). Thence S85°27'10"E, a distance of 1430.43 feet leaving highway '429' with Reynolds and a fence to a 26" Hickory, corner with Gregory Morris (Deed Book 205, Page 631); thence S11°00'44"E, a distance of 980.39 feet with Morris and a fence to a set re-bar; thence S75°15'48"W, a distance of 594.67 feet leaving Morris with a new division line to a set re-bar; thence S68°43'08"W, a distance of 178.43 feet with same to a set re-bar at a fence intersection; thence N86°54'32"W, a distance of 491.74 feet with a new division line and a fence to a set re-bar; thence N68°17'39"W, a distance of 339.57 feet with same to a re-bar set on the east side of highway '429'; thence N03°56'10"E, a distance of 194 feet with the east side of highway for the next three calls; thence N01°24'40"E, a distance of 74.60 feet; thence N00°53'20"W, a distance of 92.92'; thence N05°48'09"W, a distance of 782.03 feet to the POINT OF BEGINNING; said described tract containing 39.092 Acres by a survey plat of T. A. Phipps, dated April 13, 2010, said plat being of record in Plat Cabinet 3, Slide 552, in the Marion County Clerk's office.

Being the real estate conveyed to Gregory Wayne Young by Deed Book 281, Page 405, filed in the Register of Deeds Office of Marion County, KY.

Containing 71.024 acres, more or less

EXHIBIT B
METEOROLOGICAL STATION PROVISIONS

Purchaser, together with its representatives, agents and contractors, shall have the right to access the Station Site twenty-four hours a day, seven days a week for the purpose of installing, operating, maintaining, repairing and removing the Station. The Station License shall be irrevocable by Seller during the period from the Effective Date (or such later date as Purchaser delivers a written request for commencement of such Station License) and ending on the earliest of (a) the date that Purchaser designates for removal of the Station and termination of the Station License, or (b) the termination of this Agreement.

The Station shall be at a location mutually acceptable to Purchaser and Seller and shall not impede or obstruct any existing uses of the land or existing leaseholders' activities. The area required for the Station shall not exceed one quarter (1/4) acre. No electric utility service or other utilities are required. Seller hereby grants Purchaser, together with its representatives, agents and contractors, a right of ingress and egress over the Property and the Station Site for the purpose of permitting Purchaser to complete the installation and ongoing maintenance of the Station.

The Station and all data generated by the Station are the property of Purchaser and Seller expressly disclaims any interest therein. On or before termination of this Agreement, Purchaser shall cause the Station to be removed from the Station Site and shall fill all holes caused by such removal within 45 days following such termination, and Seller hereby grants Purchaser and its agents and representatives a right of ingress and egress over the Property and the Station Site for the purpose of permitting Purchaser to complete the removal thereof.

In consideration of the granting of the Station License, shall pay to Seller, on or before the first day of each month in which the Station License is in effect, a non-refundable monthly amount [REDACTED] (the "**License Fee**"); *provided, however*, such License Fee shall be deemed to be included within the Purchase Option Payments and shall not be payable for any period in which a Purchase Option Payment has otherwise been made to Seller.

PURCHASER HEREBY ASSUMES ALL RISKS AND RELEASES AND DISCHARGES OWNER FROM ANY AND ALL LOSSES, CLAIMS, DEMANDS, COSTS AND EXPENSES ARISING OUT OF OR IN ANY WAY RELATED TO ANY DAMAGE (INCLUDING DAMAGE BY THEFT OR VANDALISM) TO THE STATION, SAVE LOSSES, COSTS OR EXPENSES ARISING FROM SELLER'S LESSEES. PURCHASER ACKNOWLEDGES THAT SELLER HAS NO RESPONSIBILITY TO PROVIDE SECURITY (INCLUDING LIGHTS OR FENCING) FOR THE STATION.

Purchaser shall indemnify, defend and hold harmless Seller, his heirs, successors or assigns (the "**Seller Indemnitees**"), of and from any loss, damages, claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Purchaser or Seller, and damage or destruction of property, including, but not limited to, property of Purchaser or its affiliates, any utility company or Seller, or other loss or damage incurred by Seller, arising out of or in any way related to the Station (including but not limited to its installation, maintenance or removal). Purchaser's obligations pursuant to this Agreement shall not extend to claims, demands, lawsuits or actions for liability attributable solely to the gross negligence or wilful misconduct of Seller, the Seller Indemnitees, or their respective contractors, successors or assigns.



Representative Image of Meteorological Station with Enclosure

COVER PAGE TO REAL ESTATE PURCHASE OPTION AGREEMENT

Owner	James Delbert Best, spa James D. Best and Ray Anne Best, husband and wife and Gay Ann Richardson, aka Gay Best Richardson and John Lafferty, wife and husband
Purchaser	FRON bn, LLC, a Delaware limited liability company
Property	Certain real property located in Washington County in the Commonwealth of Kentucky, more particularly described in the attached <u>Exhibit A</u> .
Project	A commercial solar energy facility, energy storage facility, and/or other renewable energy facilities.
Option Period End Date	[REDACTED]
Quarterly Payment	<p>[REDACTED] [REDACTED] [REDACTED]</p> <p>The Quarterly Payment shall be paid quarterly in advance and measured by the total number of acres within the Property, prorated for any partial acres within the Property.</p> <p>[REDACTED] [REDACTED]</p> <p>The Quarterly Payments shall collectively be referred to as the "Option Payment".</p>
Signing Bonus	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Closing Date	A date mutually agreed to by both Parties, [REDACTED] [REDACTED] ("Exercise Date").
Purchase Price	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Address for Notices	<u>If to Owner:</u> James Delbert Best, spa James D. Best and Ray Anne Best [REDACTED] [REDACTED] [REDACTED]

	Gay Ann Richardson, aka Gay Best Richardson and John Lafferty [REDACTED] [REDACTED] [REDACTED] <u>If to Purchaser:</u> BrightNight, LLC 515 North Flagler Drive, Suite P-200 West Palm Beach, FL 33401 Attn: Legal Email: legal@brightnightpower.com
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REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT ("**Agreement**") is made and entered into as of the latest date of signature below ("**Effective Date**"), by and between Owner and Purchaser. Owner and Purchaser are referred to individually as "**Party**" and are collectively referred to as "**Parties**".

RECITALS

- A. Owner is the fee owner of the Property.
- B. Purchaser is exploring the possibility of developing, constructing, operating, and owning the Project on the Property.
- C. Purchaser desires an exclusive right and option to purchase the Property, and Owner wishes to grant Purchaser such right and option, in each case in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree that the Recitals set forth above are true and correct in all material respects, and further agree as follows:

- 1. **Option to Purchase.** Owner hereby grants to Purchaser an irrevocable, exclusive and absolute right and option to purchase the Property, together with all easements, rights, rights-of-way and appurtenances thereto, if any ("**Option**") on the terms set forth in this Agreement.
- 2. **Term and Payment.** The term of the Option shall commence on the Effective Date and automatically expire on Option Period End Date, unless this Agreement is terminated earlier ("**Term**"); *provided, that*, notwithstanding anything to the contrary set forth herein, Purchaser may terminate this Agreement at any time for any reason upon written notice to Owner. [REDACTED]
[REDACTED] Purchaser shall pay Owner the first Quarterly Payment on or before the First Payment Date. [REDACTED]

[REDACTED]
[REDACTED] For purposes of calculating the amount of the Quarterly Payment, the Property is stipulated to be the number of acres set forth in Exhibit A.

3. **Exercise of the Option.** During the Term, Purchaser may, in its sole discretion, exercise the Option by providing notice to Owner of its intention to exercise the Option (“**Exercise Notice**”). Purchaser shall indicate the Exercise Date in the Exercise Notice. If Purchaser does not exercise the Option during the Term, then this Agreement automatically terminates and neither Party shall have any further obligations under this Agreement, except those obligations that expressly survive termination.

4. **Purchase Price.** If Purchaser exercises the Option, Purchaser shall purchase the Property for the Purchase Price, payable in cash or wired funds, adjusted by the closing cost allocations and the tax pro-rations as set forth below.

5. **Access and Documentation.** Owner hereby grants to Purchaser, both during the Term and, if Purchaser exercises the Option, through the Closing (as defined below), an easement for the right of ingress and egress onto, off of, and across the Property for the purpose of inspecting the same and making such tests, inquiries and examinations as Purchaser shall deem necessary, including environmental and engineering studies. No later than sixty (60) calendar days after the Effective Date or, if obtained after the Effective Date, no later than sixty (60) calendar days after the date obtained, Owner shall deliver to Purchaser copies of any and all contracts, documents, reports, studies, surveys, and other agreements prepared for Owner or within Owner’s possession or control relating to or affecting the Property, including, but not limited to, owner’s policies of title insurance, land surveys, environmental surveys and assessments, appraisals and productivity records.

6. **Due Diligence.** During the Term, and, if Purchaser exercises the Option, through the Closing, Purchaser shall conduct its evaluation of all aspects of the suitability of the Property for the use and purposes intended by Purchaser, in each instance at Purchaser’s sole cost and expense, including:

- a. **Environmental Inspection/Reporting.** Purchaser may inspect and examine the Property along with a qualified environmental engineer or consultant to determine environmental conditions present on, in or otherwise affecting the Property. Additionally, Purchaser may, at its sole cost and expense, cause a Phase I Environmental Assessment to be performed relative to the Property;
- b. **Survey.** Purchaser may have a survey prepared of the Property, reflecting the final agreed acreage and dimensions. The metes and bounds legal description provided by the surveyor shall replace the description of the Property in the attached Exhibit A and shall be used in all closing documents, including the deed conveying title to the Property.
- c. **Land Use/Zoning.** Purchaser may investigate all requirements related to land use, zoning, subdivision, traffic, parking, and any other requirements for which approvals, waivers, or variances may be required by the county where the Property is located or any other applicable competent jurisdiction, and shall determine all permits and approvals necessary for Purchaser’s construction and operation on the Property,

including but not limited to special use permits, variances, rezoning or subdivision of or for the Property.

- d. Title. Purchaser may obtain a commitment for an owner's title insurance policy ("**Title Commitment**") from a title insurance company acceptable to Purchaser.
- e. Appraisal. Purchaser may engage an independent MAI certified appraiser, licensed in the state where the Property is located to determine the fair market value of the Property.
- f. Indemnification. Purchaser shall repair and restore any portion of the Property damaged by Purchaser's due diligence activities as set forth above, and shall indemnify and hold harmless Owner and Owner's officers, directors, employees, representatives, mortgagees and agents against any and all losses, damages, claims, expenses and liabilities for damage to the Property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of Purchaser's due diligence activities on the Property.

7. **Defects in the Property**. If Purchaser, in the course of conducting its due diligence, discovers defects in the Property, then Purchaser shall notify Owner and allow Owner to cure such defects as detailed below:

- a. Title Defects. Purchaser shall notify Owner of any liens, defects, charges, claims, actions, encumbrances or title exceptions of any kind whatsoever or other title matters set forth in the Title Commitment, revealed in the land survey obtained by Purchaser or otherwise disclosed to Purchaser that Purchaser finds objectionable, in its reasonable discretion, and Owner shall, at Owner's sole cost and expense, remove or cure such objections within thirty (30) calendar days after receipt of such notice.
- b. Hazardous Materials.
 - i. Purchaser shall notify Owner of any objectionable environmental issues revealed by its tests and inspections, if any, and Owner shall cure such objectionable environmental conditions within thirty (30) calendar days after receipt of such notice in a manner and producing such results that are acceptable to Purchaser and in compliance with all applicable laws and regulations.
 - ii. Prior to the Closing Date, Owner shall, at Owner's sole cost and expense, remove or take remedial action with regard to any hazardous materials on the Property for which any removal or remedial action is required pursuant to applicable statute, law, ordinance, code, regulation, rule, license, permit or governmental action.

Upon the failure of Owner to remove or cure the objections as set forth in this Section 7, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

8. **Mutual Representations.** Each Party represents and warrants to the other Party that (a) the Party and, to the extent applicable, the person executing this Agreement has, received all requisite power and authority to execute this Agreement and consummate the transactions contemplated in this Agreement, without the joinder or consent of any other person or entity, and (b) the Party has had the opportunity to be represented by counsel of its choosing.

9. **Representations and Warranties of Owner.** Owner makes the following representations and warranties to Purchaser, which representations and warranties shall be effective as of the execution of this Agreement, and shall continue to be effective at and survive Closing or earlier termination of this Agreement:

- a. **Organization and Authority.** Owner has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated in this Agreement.
- b. **Notices from Governmental Authorities.** Owner has not received any written notice of, and to the best of Owner's knowledge and belief, there is no, (i) pending condemnation or similar proceeding affecting the Property or any portion thereof or (ii) any violation of any ordinance, regulation, law or statute of any governmental authority or agency pertaining to the Property.
- c. **Conflicts and Pending Actions.** There is no agreement to which Owner is a party or, to Owner's knowledge, that is binding on Owner or the Property that is in conflict with this Agreement. To the best of Owner's knowledge, as of the Effective Date, there is no action or proceeding pending or threatened against Owner or relating to the Property which would challenge or impair Owner's ability to execute or perform its obligations under this Agreement.
- d. **Environmental.** To the best of Owner's knowledge, no wells or storage tanks for oil or gasoline are or were located on the Property, nor were any toxic or hazardous materials present, released, dumped or otherwise used on the Property at any time during or prior to Owner's ownership of the Property. To the best of Owner's knowledge, there are no "**Hazardous Substances**" (as that term is defined under Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601(14)) located on, in, or about the Property, and Owner has not received any notice from any governmental authority that the Property is in violation of any Environmental Law, and to the best of Owner's knowledge, the Property is not in violation of any Environmental Law. As used herein, "**Environmental Law**" means all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations relating to the protection of human health or the environment including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1804, et seq., the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, and any other applicable federal, state or local law now in force or hereafter enacted relating to waste disposal or environmental protection with respect to hazardous, toxic, or other substances generated, produced, leaked, released, spilled or disposed of at or from the

Property, as any of the same may be amended or supplemented from time to time, and any regulation promulgated pursuant thereto. Owner agrees to indemnify, save and hold Purchaser, its successors and assigns, harmless from and against any and all costs, losses, liability, damages, claims and expenses including penalties and reasonable attorney's fees, incurred by Purchaser in connection with or arising out of the production, generation, storage, treatment, disposal or other handling or disposition of any petroleum, oil, gasoline or Hazardous Substances on the Property, occurring prior to the Effective Date, to the extent caused by Owner or its agents. This indemnification obligation shall survive Closing or earlier termination of this Agreement for a period of time set forth in the statute of limitations in any applicable Environmental Law.

- e. Fee Simple Title. Owner has good, marketable, and undivided fee simple title to the Property free and clear of all encumbrances, there are no leases, mineral reservations, oil and gas interests, or unrecorded title matters affecting or encumbering the Property other than those that would reasonably be disclosed on the Title Commitment. Owner shall not convey any interest in the Property to anyone other than Purchaser during the Term of this Agreement.
- f. Third Party Agreements. Seller has made no commitments or granted any rights to any third parties that may damage, impair or otherwise adversely affect the Project or its construction, installation or function (including activities that may adversely affect the Project's exposure to sunlight).

10. **Closing.** The purchase of the Property ("**Closing**") shall occur on the Closing Date. At Closing, (a) Owner shall execute and deliver to Purchaser a warranty deed, in recordable form conveying good and marketable fee simple title to the Property free and clear of all liens, leases, encumbrances, easements, restrictions and conditions except as may be approved or waived by Purchaser as herein provided; (b) Owner shall execute and deliver all documents as may be reasonably required by Purchaser or the title company to consummate the sale of the Property to Purchaser; and (c) Purchaser shall pay the Purchase Price as provided in this Agreement.

11. **Closing Costs.**

- a. Purchaser's Closing Costs. At Closing, Purchaser shall pay for [REDACTED]
[REDACTED]
[REDACTED]
- b. Owner's Closing Costs. At Closing, Owner shall pay for (i) Owner's attorney's fees; (ii) fees or commissions of Owner's real estate agent or broker; (iii) any transfer or documentary fees or taxes applicable to the conveyance of the Property; and (iv) any recording fees from curing any objections made under Section 7(a) of this Agreement.

12. **Prorations.** [REDACTED]
shall be prorated as of the Closing Date and Owner shall pay those taxes that accrued through the Closing Date. Back taxes, if any, and any special assessments shall be paid by Owner.

13. **Planted Crops.** From the Effective Date of this Agreement until the Closing Date, Owner or Owner's farm tenant ("Farmer") may engage in dry land farming on portions of the Property during the Term so long as such farming is terminable upon no more than thirty (30) days' prior notice and does not interfere with Purchaser's ability to investigate and inspect the Property nor interfere with Purchaser's ability to exercise the Option.

[REDACTED]

14. **Default and Termination.** Each of the following shall constitute an event of default:

a. [REDACTED]

b. [REDACTED]

Upon an event of default, the nondefaulting Party may [REDACTED]

15. **Notice.** All notices, demands, or other communications given under this Agreement, unless otherwise stated herein, shall be in writing and sent to the following address, in each case by personal delivery or by nationally recognized overnight courier service, or if mailed, by registered or certified mail, and shall be deemed to have been delivered when received or upon refusal to accept delivery. Any notice shall be addressed to those physical or email addresses set forth on the Cover Page (or at such other addresses as either Party may designate upon written notice to the other Party in the manner provided in this paragraph).

16. **Real Estate Commissions.** Consistent with Section 11(b), Owner shall pay for any compensation, commission, or charges incurred for any real estate agent or broker engaged by Owner. Each Party shall indemnify the other Party and hold the other Party harmless from any cost, expense, or liability (including cost of suit and reasonable attorney's fees) for any compensation, commissions, or any charges claimed by any realtor, broker, or agent claiming to have represented the indemnifying Party with respect to this Agreement.

17. **Spousal Rights.** Any non-title holding spouse executing this Agreement does so for the purpose of releasing her or his right to challenge this Agreement as null and void under any applicable laws, as related to the spouse's community property or homestead rights. Any non-title holding spouse executing this Agreement is subject to the terms and obligations of this Agreement as if they held title to the Property.

18. **Cooperation on Owner's Interest.** Upon Purchaser's exercise of the Option, it is the Parties' intent that Owner's undivided interest in the Property be sold to Purchaser under the terms of this Agreement. In the event that Owner's interest in the Property is more or less than that specified in Section 9(e) of this Agreement, then Owner shall execute any and all amendments to this Agreement, the Memorandum, and any other reasonably required documents to reflect Owner's properly undivided ownership interest. Owner agrees to cooperate with Purchaser in completing any such documents and in any other associated corrections.

19. **Confidentiality.** Owner shall maintain in the strictest confidence, for the benefit of Purchaser and any assignee or transferee of Purchaser, the terms of this Agreement (including, without limitation, any information relating to the payments made by the Purchaser hereunder), information about Purchaser's business, site design, methods of operation, or other information related to Purchaser's business or Purchaser's planned or potential use of the Property, whether disclosed by Purchaser, any assignee or transferee, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its agents; or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Purchaser, any assignee or transferee. Notwithstanding the foregoing, Owner may disclose such information to Owner's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Owner regarding this Agreement; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Purchaser and any assignee or transferee of Purchaser. Notwithstanding this Section 19, the Owner may, without notice to the Purchaser and only to the extent necessary to give proper legal effect to this Agreement or the Option (in the event it is exercised) disclose Confidential Information to (a) a citing board or other similar regulatory body or (b) via a memorandum or similar document required by recording requirements or other land regulations, provided that Owner shall in no event be allowed to disclose any information relating to the payments made by Purchaser hereunder in either case. Owner shall obtain Purchaser's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Agreement. The provisions of this Section 19 shall survive the termination or expiration of this Agreement.

20. **Cooperation; Non-Disparagement.** Owner shall support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Purchaser to obtain and maintain any permits and third party easements and other land rights needed for the Project. Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Owner nor Purchaser shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

21. **Non-Foreign Status.** The Parties agree to comply with the requirements of Section 1445 of the Internal Revenue Code as to dispositions of United States real property interests by "foreign persons" (as defined therein).

22. **Assignment.** Purchaser may not assign its rights under this Agreement without the prior written consent (not to be unreasonably withheld or delayed) of Owner except in the event of an assignment to (a) an affiliate or subsidiary of Purchaser or a party that is otherwise under common control with Purchaser, (b) an affiliate or subsidiary or otherwise under common control with a publicly-traded company, or (c) an assignee of good reputation and with sufficient financial worth considering the nature and extent of the obligations under this Agreement. Upon Purchaser's assignment of its *entire interest under this Agreement*, Purchaser shall be relieved of all further liability and obligations under this Agreement.

23. **Covenant Running with the Land.** This Agreement, the Option and other rights granted in this Agreement, shall run with the title to the Property and shall be binding on the Parties and their respective successors and assigns. The Parties shall execute the Memorandum of Real Estate Purchase Option in the form attached as Exhibit C ("**Memorandum**"), and Purchaser shall cause the Memorandum to be recorded in the public records of the county where the Property is located.

24. **Miscellaneous.** This Agreement shall be governed by and *interpreted under the laws* of the state where the Property is located. If any term or condition of this Agreement shall be deemed to be invalid or held to be unenforceable by any court of competent jurisdiction or otherwise, then such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the terms and conditions of this Agreement, which terms shall survive such determination. This Agreement may be amended only by written agreement executed by both Parties. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same document.

25. **Special Provisions.** The terms of the special provisions addendum attached hereto as Exhibit D ("**Addendum**") are incorporated into this Agreement. In the event of any conflict between the Agreement and the Addendum, the terms of the Addendum shall prevail.

26. **Cover Page.** The terms of the Cover Page attached hereto are incorporated into this Agreement and all terms defined therein shall apply to defined terms used herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER:

James Delbert Best
Name: James Delbert Best, spa James D. Best

Dated: 8/12/2023

Ray Anne Best
Name: Ray Anne Best

Dated: 8/12/23

Gay Ann Richardson
Name: Gay Ann Richardson, aka Gay Best Richardson

Dated: 8/12/23

John Lafferty
Name: John Lafferty

Dated: 8/12/23

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PURCHASER:

FRON bn, LLC

a Delaware limited liability company

By:  _____

Name: Martin Hermann

Title: Manager

Dated: August 25th, 2023

By: _____

Name: Ron Kiecana

Title: Chief Development Officer

Dated: _____

Exhibit A

Property

Parcel 1:

Tax ID No: 19-019

A CERTAIN TRACT OR PARCEL OF LAND, lying and being in Washington County, Kentucky on State Highway #55 and bounded as follows:

BEGINNING at right of way with Highway #55 corner to Sherill; thence with his line S 41/2 E 36 poles to Dr. Spalding's line; thence with his line S 1/4 E 40.8 poles to a stone; thence S 77 E 184.72 poles corner to Mrs. Coyle; thence with her line N 4 E 63.76 poles, N 32 W 29.16 poles to center of a drain; thence S 41 W 1 pole to an elm formerly a white oak; thence N 62 1/2 W 17.6 poles to a thorn; thence N 79 1/4 W 60.68 poles to call for elm; thence a new line N 60 W 4.4 poles to a small ash on bank of drain; thence 66 1/2 W 7.68 poles, N 62 W 26.4 poles, N 58 W 5.84 poles, N 76 W 39.2 poles to right of way of Highway #55; thence with same S 44 3/4 W 27 poles to the Beginning, Containing 103 1/5 Acres by survey made by T. J. Settles on November 18th, 1937.

LESS AND EXCEPTED from the above-described property is the following which was conveyed to The Marion Washington County Airport Board by virtue of a General Warranty Deed dated March 1, 1967, from Delbert McMurtry and Lorraine McMurtry, his wife, said Deed appears of record in Deed Book 107, Page 131, Washington County Clerk's Office, and being more particularly described as follows, to-wit:

Parcel No. B-1. All that part of a 2.813 Acre Tract of land to be acquired for the proposed Lebanon-Springfield Airport Access Road in Washington County, Kentucky.

BEGINNING at an iron pin in the Southwest Property Corner of McMurtry Lane, also being a point in the Northeast property line of Kidwell 275 feet left or Northeast of the proposed NW-SE Runway Station 4+60. Also being 30 feet right or Southwest of the proposed Lebanon-Springfield Airport Access Road Station 9+75; thence S 79 Degrees 15' 00" E with the Southwest property line of McMurtry and the Northeast Property line of Kidwell and parallel with the centerline of the proposed NW-SE Runway and the proposed Airport Access Road for a distance of 2038.33 feet to an iron pin 275 feet left or Northeast of the proposed NW-SE Runway Station 25+00 and 30 feet right or Southwest of the proposed Airport Access Road Station 30+19.76; thence N 14 Degrees 45' 00" E and crossing the centerline of the proposed Airport Access Road for a distance of 60.00 feet to an iron pin; thence N 75 Degrees 15' 00" W and parallel to the centerline of the proposed Airport Access Road for a distance of 2053.05 feet to a point in the West property Line of McMurtry and the Northeast Property Line of Kidwell 30 feet left or Northeast of the proposed Airport Access Road Station 9+60; thence S 01 Degree 00' 19" W with the West property line of McMurtry and the Northeast Property Line of Kidwell and crossing the centerline of the proposed Airport Access Road for a distance of 61.56 feet back to the point of beginning.

Parcel No. B-2. All that part of a 10.309 Acre Tract of land to be acquired for the proposed Lebanon-Springfield Airport in Washington and Marion Counties, Kentucky.

BEGINNING at an iron pin in the Southwest Property Corner of McMurtry, also being a point in the Northeast Property Line of Kidwell 275 feet left or Northeast of the proposed NW-SE Runway Station 25+00 as well as 30 feet right or Southwest of the proposed Airport Access Road Station 30+19.76; thence N 14 Degrees 45' 00" E and perpendicular to the centerline of the NW-SE Runway for a distance of 430.00 feet to an iron pin; thence S 81 Degrees 27' 35" E for a distance of 955.00 feet to an iron pin in the McMurtry East Property Line, also being a point in the West Property Line of Coyle; thence S 05 Degrees 37' 39" W with the East Property Line of McMurtry and the West Property Line of Coyle for a distance of 509.58 feet to an iron pin in the Southeast Property Corner of McMurtry and the Northeast Property Corner of Kidwell as well as a point in the West Property Line of Coyle 275 feet left or Northeast of the proposed NW-SE Runway Station 35+40; thence N 75 Degrees 15' 00" W with the Southwest Property Line of McMurtry and the Northeast Property Line of Kidwell for a distance of 1030.28 feet and parallel with the centerline of the proposed NW-SE Runway back to the point of beginning.

ALSO, LESS AND EXCEPTED from the above-described property is the following which was conveyed to The Marion-Washington County Airport Board by virtue of a General Warranty Deed dated February 1, 2002, from Loraine McMurtry, a single person, said Deed appears of record in Deed Book 275, Page 547, Washington County Clerk's Office, and being more particularly described as follows:

A CERTAIN TRACT OR PARCEL OF LAND located in Washington County, Kentucky, and being a part of the Lorraine McMurtry Farm, and being more particularly bounded and described as follows:

All reference to rebar (set) are ½" x 18" rebar I.D. capped Spaulding PLS #3066.

BEGINNING at corner rebar (set) at pullpost; southeast west corner to Lorraine McMurtry Tract (DB 107 PG 179); south west corner to Tim Coulter (DB 233 PG 510), and northeast corner to Parcel B-2 of Marion-Washington County Air Board (DB 107 PG 131). Thence leaving Coulter and with McMurtry and Air Board as fenced, N 81 Degrees 41' 20" W 277.56 feet to rebar (set), and N 81 Degrees 35' 18" W 392.39 feet to rebar (set) and corner to remaining McMurtry Tract; as witnessed by 1" I.P. (found) at pullpost and northwest corner to Tract B-2 with fenceline at N 81 degrees 15' 28" W 273.59 feet. Thence leaving Air Board and with new line to McMurtry, N 10 Degrees 20' 26" E 450.29 feet to corner rebar (set) in interior fence. Thence with remaining McMurtry as fenced S 74 Degrees 46' 37" E 471.96 feet to rebar (set); S 64 Degrees 45' 43" E 143.68 feet to rebar (set), and S 89 Degrees 20' 51" E 21.13 feet to corner rebar (set) in fence line of Tim Coulter (DB 233 PG 510). Thence with Coulter as fenced, S 03 Degrees 55' 32" W 355.95 feet to the beginning. Containing 06.079 Acres by survey of Reed Spaulding, PLS #3066, as performed 9/10/01 and as shown on Plat of Survey entitled "A Part of Lorraine McMurtry Farm as sold to Marion-Washington County Air Board" dated 9/11/01.

ALSO, LESS AND EXCEPTED from the above-described property is the following which was conveyed to Marion-Washington County Airport Board by virtue of a General Warranty Deed dated October 26, 2010, from Loraine McMurtry, single, said Deed appears of record in Deed

Book 326, Page 761, Washington County Clerk's Office, and being more particularly described as follows, to-wit:

TRACT A

Being a tract of land located in Washington County, Kentucky located along the North margin of Springfield Airport Lane (60 foot Right of Way) and more particularly described as follows:

Beginning at an existing iron pin with cap stamped LS# 3066 found this survey, said point being located in the North Right of Way line of Springfield Airport Lane (60 foot Right of Way), being 30 feet from the center of said road, and having a Kentucky State Plane Coordinate System (South Zone) coordinate of Northing – 21154242.1124 and Easting – 1784897.2580 and being a common corner to McMurtry and Coyle; THENCE from said POINT OF BEGINNING along a curve to the left in the North Right of Way of Springfield Airport Lane an arc distance of 83.98 feet to a point located in the North Right of Way of Springfield Airport Lane, said curve having a 600.00 foot radius, a chord length of 83.91 feet, and a chord bearing of South 71 degrees 09 minutes 23 seconds East; THENCE continuing with the North Right of Way line of Springfield Airport Lane South 75 degrees 9 minutes 58 seconds East, for a distance of 1,936.79 feet to a point in the North Right of Way line of Springfield Airport Lane (60 foot Right of Way), being 30 feet from the center of said road; THENCE along a curve to the left in the North Right of Way of Springfield Airport Lane an arc distance of 40.54 feet to a ½" by 18" long rebar with aluminum cap stamped "CDG INC. PLS 3790" set this survey in the North Right of Way line of Springfield Airport Lane (60 foot Right of Way), being 30 feet from the center of said road, said curve having a 145.00 foot radius, a chord length of 40.40, and a chord bearing of South 83 degrees 10 minutes 29 seconds East; THENCE departing the Right of Way of said and along the line dividing the lands of McMurtry from those of the Lebanon-Springfield Airport North 14 degrees 58 minutes 9 seconds East a distance of 100.02 feet to a ½" by 18" long rebar with aluminum cap stamped "CDG INC. PLS 3790" set this survey; THENCE along a new line of division established this survey and in so doing creating the tract herein described, North 75 degrees 12 minutes 7 seconds West a distance of 2,082.18 feet to a ½" by 18" long rebar with aluminum cap stamped "CDG INC. PLS 3790" set this survey, said point being located in the line dividing the lands of McMurtry and Coyle; THENCE along said line South 2 degrees 33 minutes 00 seconds West a distance of 100.78 feet to the POINT OF BEGINNING. Containing 217155.0261 square feet or 4.9852 acres more or less. As surveyed by Civil Design Group Inc., Michael Todd McBee, PLS # 3790 on 4/6/2009.

ALSO, LESS AND EXCEPTED from the above-described property is the following which was conveyed to Terry Coyle and Mona Coyle, husband and wife, by virtue of a General Warranty Deed dated August 20, 2013, from Loraine McMurtry, single, said Deed appears of record in Deed Book 338, Page 290, Washington County Clerk's Office, and being more particularly described as follows, to-wit:

A part of Mrs. D. R. McMurtry Farm, an addition to Terry L. and Mona Lisa Coyle Lot located at 122 Airport Road from DB 107 PG 179 in Washington County, Kentucky.

All reference to rebar (Set) or (found) are ½" x 18" rebar I.D. capped PLS #3066.

Beginning at rebar (set) at post in fenceline of Terry and Mona Coyle Lot (DB 131 PG 009); corner to remaining McMurtry Farm (DB 107 PG 179) and being N 02 Degrees 33' 00" E 148.50 feet from rebar (found) at pullpost; south corner to Coyle Lot and southwest corner to Marion-Washington County Air Board on north r/w of Airport Road (DB 326 PG 761). Thence leaving remaining McMurtry Farm and with Coyle as fenced, N 02 Degrees 33' 00" E 204.61 feet to rebar (found) at Iron Wood clump; corner to Coyle Lot and Burton Hatchett (DB 322 PG 094). Thence leaving Hatchett and Coyle and with new lines to remaining McMurtry Farm, S 75 Degrees 56' 17" E 215.11 feet to corner rebar (Set); S 02 Degrees 29' 38" E 208.56 feet to corner rebar (Set), and N 74 Degrees 55' 03" W 216.14 feet to the beginning. Containing 01.000 ACRES by survey of Reed Spaulding PLS #3066 as performed 10/25/12 and as shown on plat by same dated 10/31/12.

Also, the following tract of land is being conveyed:

A part of Marion-Washington County Airport Board (formerly Coyle House and Lot) - an addition to D. R. McMurtry Farm for entry off Airport Rd. - Located 122 Airport Road from DB 345 PG 706 - Springfield - Washington County, Kentucky, and more particularly described:

Beginning at 6" treated pull post on the east r/w of Airport Road; south corner to Charlie and Corrine Mattingly House and Acreage (DB 335 PG 680) and being S 52 Degrees 55' 03" E 293.72 feet from steel pull post at the north east JCT of Hwy 55 and Airport Road. Thence leaving Airport Road r/w and with Mattingly as fenced, N 78 Degrees 54' 06" E 415.69 feet to rebar (found) in Iron wood clump; corner to Mattingly; Airport Board (01.000 acre addition) and remaining D. R. McMurtry Farm (DB 107 PG 179). Thence leaving Mattingly and crossing the end of 40 feet in width r/w, S 75 Degrees 56' 17" E 94.50 feet to corner rebar (Set). Thence leaving McMurtry and with new line to remaining Airport Board (being 40 feet south of and parallel to Mattingly) S 78 Degrees 54' 06" W 462.69 feet to corner rebar (set) at post on the east r/w of Airport Road. Thence leaving remaining Airport Board and with r/w, N 54 Degrees 54' 25" W 55.66 feet to the beginning. Containing 00.405 ACRES by survey of Reed Spaulding PLS #3066 as performed 7/21/16 and as shown on plat by same dated 7/25/16 attached to this deed.

Parcel contains 76.34 acres, more or less

Being the same property conveyed to James Delbert Best, spa James D. Best and Gay Ann Richardson by Affidavit of Real Property Transfer Under Will recorded in Book 358, Page 266 of the Washington County, KY Clerk's Office.

The Premises contains 76.34 acres, more or less

Exhibit B

Crop Loss Calculation

Purchaser shall pay Owner (or Farmer, if directed by Owner), crop damages for all crops that are removed prior to harvest, in accordance with Section 13, or damaged as a result of Purchaser's investigations, testing, and inspections during the Term, as calculated below ("**Crop Damages**").

Crop damages will be calculated by the following formula:

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(e) Owner Records. Purchaser shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Property and provide such calculation to Owner. If Owner believes that the Price, Yield or Amount of Damaged Acres is incorrect, Owner may submit records and documentation ("**Owner Records**") that Owner believes accurately reflect the Amount of Damaged Acres and Yield. For purposes of the foregoing, "Owner Records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. [REDACTED]

[REDACTED] Purchaser shall remit payment for any Crop Damage to Owner [REDACTED] following Purchaser's receipt of the results of the impartial party's calculation.

Exhibit C

Memorandum of Real Estate Purchase Option

[form attached]

Exhibit D

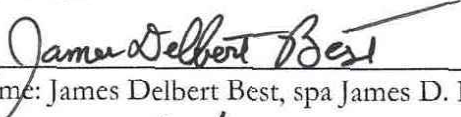
Special Provisions Addendum

- A. This is an addendum (“**Addendum**”) to that certain Real Estate Purchase Option Agreement (“**Agreement**”) between James Delbert Best, spa James D. Best and Ray Anne Best, husband and wife and Gay Ann Richardson, aka Gay Best Richardson and John Lafferty, wife and husband and FRON bn, LLC.
- B. Any capitalized terms set forth in this Addendum and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- C. In the event of any inconsistency between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail.

[Add negotiated terms/deviations from Agreement form]

Agreed and acknowledged:

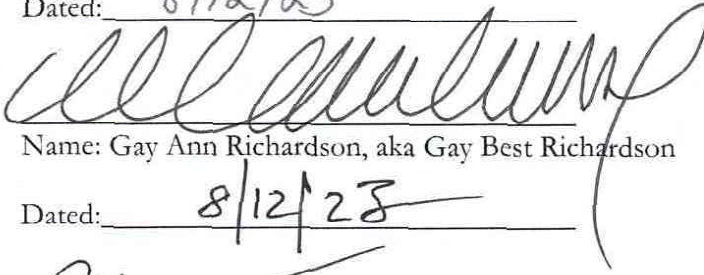
OWNER:


Name: James Delbert Best, spa James D. Best

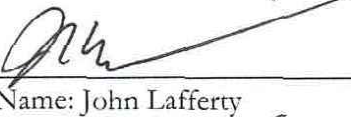
Dated: 8/12/2023


Name: Ray Anne Best

Dated: 8/12/23


Name: Gay Ann Richardson, aka Gay Best Richardson

Dated: 8/12/23


Name: John Lafferty

Dated: 7/12/23

PURCHASER:

FRON bn, LLC
a Delaware limited liability company

By: 
Name: Martin Hermann
Title: Manager

By: _____
Name: Ron Kiecana
Title: Chief Development Officer

SOLAR POWER GENERATING FACILITY
LAND OPTION AND PURCHASE AGREEMENT

This Solar Power Generating Facility Land Option and Purchase Agreement (the "**Agreement**") is made and entered into as of May 27, 2022 (the "**Effective Date**"), by and between FRON Bn, LLC or assignee ("**Purchaser**") and Mackin Farm IV LLC, ("**Seller**"). Purchaser and Seller are at times collectively referred to hereinafter as the "**Parties**" or individually as a "**Party**."

RECITALS

A. Seller is the owner of certain real property located in Washington County, Kentucky, with a gross acreage of approximately 39.21 acres, as more particularly described in Exhibit A attached hereto (the "**Property**"). The exact acreage and boundaries of the Property shall be determined by a survey to be conducted at the expense of the Purchaser and to be completed during the Due Diligence Period (as defined below).

B. Purchaser desires to obtain from Seller an exclusive option to purchase the Property for purposes of building, owning, operating and maintaining a solar energy generating facility (the "**Generating Facility**") on the Property, including, without limitation, solar panels, heliostats, energy storage equipment, energy storage facilities, batteries, charging and discharging equipment, substations, underground and/or overhead distribution, collection and transmission lines, underground and/or overhead control, communications and radio relay systems and telecommunications equipment, mounting substrates or supports, wiring and connections, cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, power inverters, interconnection and/or switching facilities, circuit breakers, transformers, service equipment and associated structures, metering equipment, service roads, utility interconnections and any and all related or associated improvements, fixtures, facilities, appliances, machinery and equipment.

C. Seller desires to grant Purchaser an exclusive option to purchase the Property for purpose of building, owning, operating and maintaining the Generating Facility thereon.

D. The Parties desire to agree upon the terms of such Property purchase should Purchaser exercise the Purchase Option (as defined below).

E. The Parties are entering into this Agreement to memorialize their understanding regarding the foregoing.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Purchaser and Seller hereby agree as follows:

1. Definitions.

(a) "**Affiliate**" means when used with reference to a specified Person, any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by or is under common control with the specified Person.

(b) "**Business Day**" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

(c) “**Environmental Laws**” means all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations relating to the protection of human health or the environment including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1804, et seq., the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, and any other applicable federal, state or local law now in force or hereafter enacted relating to waste disposal or environmental protection with respect to hazardous, toxic, or other substances generated, produced, leaked, released, spilled or disposed of at or from the Property, as any of the same may be amended or supplemented from time to time, and any regulation promulgated pursuant thereto.

(d) “**Financing Party**” means any Persons, and their successors and assignees, providing funding in connection with any hedge provider, development, bridge, construction, permanent debt or tax equity financing or refinancing for the Generating Facility.

(e) “**Governmental Entity**” means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal, program administrator or other instrumentality of any government, whether federal, state or local, domestic or foreign, or any Person, owned, operated, managed or otherwise controlled thereby.

(f) “**Hazardous Materials**” means without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead or lead based paint, oil and petroleum products and their by-products, polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or microbial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in any Environmental Law.

(g) “**Law**” means any national, regional, state or local law, statute, rule, regulation, code, ordinance, administrative ruling, judgment, decree, order or directive of any jurisdiction applicable to the Agreement or the transaction contemplated thereby.

(h) “**Person**” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, limited liability company, or any other entity of whatever nature.

2. Purchase Option.

(a) **Purchase Option Grant.** Seller hereby grants Purchaser the exclusive option to purchase the Property upon the terms and conditions set forth herein (“**Purchase Option**”). Purchaser shall have the right to exercise the Purchase Option by written notice in accordance with the terms of this Agreement (“**Exercise Notice**”) at any time prior to the end of the Purchase Option Period (as defined below) (the “**Purchase Option Termination Date**”).

(i) **Escrow.** Immediately following full execution of this Agreement, the Parties shall open an escrow relating to this Agreement and the transactions contemplated hereunder (“**Escrow**”) with Multi-State Title Agency or another escrow company mutually acceptable to the Parties (“**Escrow Company**”). The Parties shall share all Escrow costs and expenses equally, unless specifically stated otherwise in this Agreement. If Purchaser terminates this Agreement at any point during the Due Diligence Period (as defined below) or Purchase Option Period (as defined below), then Purchaser shall be responsible for all Escrow costs and expenses.

(ii) **Title Report.** Following the opening of Escrow, Purchaser shall cause to be prepared a commitment for title insurance contemplating American Land Title Association (“*ALTA*”) extended coverage along with any requested endorsements as set forth below together with a Preliminary Title Report (“*PTR*”) with regard to the Property. Purchaser shall be responsible for all costs, expenses and premiums relating to ALTA coverage and the PTR. Within thirty (30) days from Purchaser’s receipt of the PTR and a survey of the Property, Purchaser shall notify Seller in writing of any liens, encumbrances and/or other title deficiencies which are not acceptable to Purchaser (each a “*Title Deficiency*”). If at any time on or before the Purchase Closing Date, Seller discloses to Purchaser or Purchaser otherwise discovers any liens, encumbrances or other title exceptions affecting the Property that are not disclosed in the PTR (“*New Title Matters*”) that are objectionable to Purchaser, then Purchaser shall notify Seller of Purchaser’s objection to such New Title Matter and such New Title Matter shall then become a Title Deficiency. Title Deficiencies shall be handled pursuant to Section 2(a)(iv)(F) below.

(iii) **Memorandum.** Purchaser shall prepare and Seller shall sign and deliver a notarized Memorandum of Solar Power Generating Facility Land Option and Purchase Agreement (“*Memorandum*”) contemporaneously with or immediately following execution of this Agreement, into Escrow with the instruction to record the Memorandum against the Property with the respective county recorder. The Memorandum shall include all material provisions of this Agreement, but shall not make any reference to specific amounts set forth in any payment provisions herein.

(iv) **Due Diligence.** During the Purchase Option Period, Purchaser shall have the right to conduct due diligence review of the Property and related matters, including, without limitation the following:

- (A) On-site geological, biological, cultural and environmental testing;
- (B) Determining the feasibility of obtaining the necessary land-use, grid interconnection and transmission permits for the Generating Facility;
- (C) Inspection of title to Property; and
- (D) On-site survey of the Property.

In connection with the foregoing, Seller shall:

(E) Within ten (10) days following the Effective Date, Seller shall deliver to Purchaser the following:

(1) Legible copies of the bills issued for the most recent tax year for all real estate taxes, provided, Seller shall be under no obligation to make additional copies of any such documents for Purchaser’s use;

(2) All reports, studies, drawings, or analyses relating to the Property, including, without limitation, geotechnical, environmental, architecture, surveys, or engineering studies reports; and

(3) All notes, memoranda, and written communications relating to the development of the Property, including without limitation, negotiations with any governmental or quasi-governmental agencies; provided, however, Seller shall have no duty to generate any of these items listed in subparagraphs (2) and (3) of this Article 2(iv)(E) that do not already exist on the Effective Date;

(F) Subject to Section 2(e) and Section 2(f), Seller shall use its best efforts to eliminate within the Purchase Option Period any Title Deficiencies that are within the reasonable power of Seller to eliminate, other than those Title Deficiencies that are determined in Purchaser's sole and absolute discretion as acceptable to Purchaser. In the event Seller is unable to remove within the Purchase Option Period Title Deficiencies that are unacceptable to Purchaser and within the reasonable power of Seller to eliminate, Purchaser and Seller may agree in writing to extend the Purchase Option Period [REDACTED] to allow Seller to continue its efforts to remove Title Deficiencies; *provided, however*, if any New Title Matters are disclosed that constitute Title Deficiencies, then the Purchase Option Period shall be extended [REDACTED] following Purchaser's delivery of notice to Seller of such new Title Deficiencies (or such longer period as is agreed upon in writing by both Parties) to allow Seller to remove such new Title Deficiencies. During the Purchase Option Period (as such period may be extended), Purchaser shall have the right, in its sole discretion, to either proceed with the Purchase Option (and accept the title with all uncured Title Deficiencies that are not monetary liens) or terminate this Agreement [REDACTED]; *provided, however*, if Purchaser proceeds with the Purchase Option, then Seller shall (1) reasonably cooperate with Purchaser's efforts to remove or otherwise cure any Title Deficiencies and Purchaser's efforts to obtain title insurance coverage for Purchaser and any of Purchaser's Financing Parties which does not list the Title Deficiencies as Schedule B exceptions and (2) before Closing, be required to remove any monetary liens that are New Title Matters and any other encumbrance that is a New Title Matter and to which Purchaser did not consent; and

(G) Seller shall use commercially reasonable efforts to support Purchaser in conducting its due diligence, including without limitation, granting access to the Property, cooperating with zoning and conditional use permit queries to the County where the Property is located and other similar activities of Purchaser. [REDACTED]

[REDACTED] Purchaser shall promptly restore any and all soil borings or other soil disturbance caused by Purchaser during its performance of any testing during the Purchase Option Period as soon as reasonably practicable after the disturbance is generated to a condition reasonably similar to its original condition.

(H) Purchaser shall not be permitted to commence construction or site preparation of any Solar Generating Facility, or the components thereof, on any portion of the Property (other than meteorological and solar and radiation measurement, monitoring and recording equipment and facilities) unless and until Purchaser has exercised the Option with respect to such portion of the Property.

(I) Seller reserves the right during the Purchase Option Period to use the Property and conduct activities on the Property for any purpose (including farming, ranching, grazing, conservation, and hunting) other than oil, gas and other mineral exploration, development and operations, and further reserves the right to lease the Property and grant temporary licenses and easements and other rights on, over, under and across the Property to other persons, entities and governmental authorities.

(v) **Subdivision.** Prior to the Purchase Closing Date, Purchaser shall have the right to designate the boundaries and acreage it desires for the Site within the boundaries of the Property and based on Purchaser's specifications. Purchaser shall have the right, at its sole cost and expense, to seek all permissions and consents necessary to create the Site parcel by subdivision in compliance with the Law. Seller agrees to cooperate with Purchaser in this regard to the extent reasonably requested. Nothing herein shall be construed to reduce the Net Acreage as subdivision is for Purchaser's purposes only and no option exists for Purchaser to purchase less than all of the Net Acreage available.

(vi) **Due Diligence Termination.** At any time during the Purchase Option Period, as it may have been extended by Purchaser in accordance with Section 2(a)(iv)(F) above, Purchaser may elect, in its sole and absolute discretion, to terminate this Agreement (“**Option Termination Notice**”). The Option Termination Notice shall be provided to Seller in writing with a copy delivered into Escrow. Upon any such termination by Purchaser, the Parties shall have no further obligation under this Agreement; provided, however, that in the event of termination Purchaser agrees to promptly release or quitclaim all recorded notices and/or options related to the Property.

(vii) **[Intentionally omitted]**

(viii) **Purchase Option Period.** The Purchase Option Period (as defined below) shall be the [REDACTED] (“**Purchase Option Period**”). During the Purchase Option Period, Seller shall be responsible for all taxes, fees, costs and expenses associated with the Property, except for those outlined explicitly herein.

(ix) **Entitlement Activities.** During the Purchase Option Period, Purchaser will initiate the process of obtaining and negotiating, as applicable, land-use and Generating Facility-related documentation, including, but not limited to, conditional use permit(s) (each, a “**CUP**”), re-zoning or subdivision of the Property, if required, construction certificates, grid interconnection, transmission agreements and power purchase agreements in order to facilitate the development of the Generating Facility. Seller shall support Purchaser in Purchaser’s efforts to carry out entitlement activities, and upon request from Purchaser, shall execute an Owner’s Affidavit Regarding Land Entitlement (the “**Owner’s Affidavit Regarding Land Entitlement**”), in a form reasonably acceptable to the Parties. However, Purchaser shall not change any attributes “running with the land,” such as zoning or CUP, prior to the Purchase Closing Date (as defined below) or with the written consent of Seller. Purchaser may enter into interconnection and transmission agreements at Purchaser’s sole discretion. Purchaser shall be responsible for all costs associated with efforts to obtain such entitlements, including but not limited to land-use permits, interconnection and transmission applications and related agreements.

Property Access during Purchase Option Period. As of the Effective Date, Seller grants to Purchaser a non-exclusive right to access the Property in accordance with the terms and conditions hereinafter set forth (“**Property Access Right**”) for purposes of conducting due diligence on the Property in conjunction with the development, design, planning and permitting of the Generating Facility. Seller acknowledges and agrees that Purchaser’s due diligence activities may include soil and geological testing. In addition to the foregoing Property Access Right, and if requested by Purchaser in writing, Seller grants to Purchaser an exclusive license (the “**Station License**”) over a portion of the Property or any adjoining real property owned by Seller as reasonably approved by Purchaser and Seller (such area, herein the “**Station Site**”) for the purpose of installing, operating, maintaining, repairing and removing a meteorological station (“**Station**”) thereon, coupled with a right of ingress and egress over the Property for the purpose of accessing the Station Site. However, Purchaser acknowledges that throughout the Purchase Option Period, Seller will be continuing to conduct various agricultural operations on the Property, including but not limited to crops and livestock, which will necessitate coordination and advance notice of entry upon the Property so as not to unduly interfere or endanger Seller’s crops, livestock or other operations, or Purchaser’s personnel or contractors on the Property. Seller will be compensated for any material damage to crops at a fair market value defined as an amount equal to the five (5) year yield average for the acreage affected multiplied by the elevator price for the crop affected as of July 15 of the calendar year in which the Crop Loss occurs.

(b) **Seller's Documentation.** Notwithstanding Seller's obligations under Section 2(a)(iv)(E) above, Seller agrees to provide to Purchaser any and all additional relevant documentation related to the Property in Seller's possession and to cooperate with Purchaser in Purchaser's due diligence activities on the Property.

(c) **Prior Property Sale.** Seller warrants that (i) Seller does not have a current agreement (oral or written) to sell or lease the Property to a third party, and (ii) Seller will not enter into any agreement (oral or written) to sell or lease the Property to any third party during the Due Diligence Period and/or Purchase Option Period.

(d) **Property Leases.** Subject to Section 3(a)(ii), Seller may lease the Property to third party tenants for the time period ending on or prior to the Purchase Closing Date. Purchaser shall have the right, on Seller's behalf, to make any early termination payment under any real property lease affecting the Property now in effect or to be entered into by Seller in the future to ensure termination of any such real property lease as of the Purchase Closing Date. [REDACTED]

(e) **Mortgages and Trust Deeds.** Purchaser shall acquire the Property free and clear of any mortgages and trust deeds currently in existence or coming into existence after the Effective Date (collectively "**Mortgage**"). If Seller encumbers the property with a Mortgage, Seller agrees to fully cooperate with Purchaser and hereby grants Purchaser a power of attorney to effect a removal of all Mortgages as of the Purchase Closing Date. Purchaser shall have the right, on Seller's behalf, to pay-off any Mortgage as of the Purchase Closing Date. Any and all payments made by Purchaser pursuant to this Section 2(f) with respect to the Property shall be deducted in full from the Purchase Price (as defined below) payable by Purchaser to Seller for the Property.

(f) **Purchase Option Termination.** Purchaser shall have the right to terminate the Purchase Option by written notice to Seller with immediate effect at any time prior to the Purchase Option Termination Date. Any Purchase Option payments made by Purchaser prior to such termination shall be non-refundable. Upon termination of the Purchase Option by Purchaser, the Parties shall have no further obligation under this Agreement; provided, however, that in the event of termination Purchaser agrees to promptly release or quitclaim all recorded notices and/or options related to the Property.

(g) **Purchase Option Payments.** Purchaser shall make Purchase Option payments (each, a "**Purchase Option Payment**") to Seller during the Purchase Option Period as follows:

- (i) [REDACTED]
- (ii) [REDACTED]
- (iii) [REDACTED]

(h) Any Purchase Option Payments made by Purchaser to Seller shall be credited against the Purchase Price at the Closing. If Purchaser elects to exercise the Purchase Option or terminate this Agreement, it shall have no obligation to make any Purchase Option Payments relating to time periods after such Purchase Closing Date or termination. **Untimely Payment of Purchase Option Payments.** In the event Purchaser makes any Purchase Option Payment thirty (30) days or more after the due date for such Purchase Option Payment set forth above, then the amount of Purchase Option Payment due to Seller shall be increased [REDACTED]

[REDACTED] In the event Purchaser is forty-five (45) days or more late with payment of the relevant Purchase Option Payment, then such non-payment by Purchaser shall constitute a default under the terms of this Agreement and Seller shall send a default notice (the "**Purchase Option Default Notice**") to Purchaser with a [REDACTED] cure period upon receipt of the Purchase Option Default Notice by Purchaser. If Purchaser fails to cure the default prior to the end of the [REDACTED] cure period, Seller shall have the right to terminate this Agreement with such termination [REDACTED] following Seller's notice of termination delivered to Purchaser.

3. Closing Conditions and Purchase Closing Date.

(a) **Purchase Closing Date.** The close of Escrow ("**Purchase Closing Date**") shall occur on the date of Purchaser's delivery of the Exercise Notice and satisfaction or waiving of the following conditions to closing to be completed by Seller prior or on the Purchase Closing Date or such other date designated by Purchaser which date is [REDACTED] following Purchaser's delivery of the Exercise Notice and the satisfaction or waiving of the following conditions to closing:

(i) **Title Commitment.** Commitment by the Title Company to issue, upon the sole condition of the payment of its regularly scheduled premium, a policy of title insurance with such endorsements as Purchaser may reasonably require (collectively, the "**Title Policy**"), insuring Purchaser in the amount of the Purchase Price (as defined below) that fee simple title to the Property, free and clear of all Leases, Mortgages, Property Liens and Title Deficiencies (except as accepted by Purchaser in accordance with Section 2(a)(iv)(F) above), which is vested in Purchaser as of the Purchase Closing Date, subject only to standard printed conditions and exceptions not previously identified by Purchaser as Title Deficiencies in accordance with Section 2(a)(ii) above, or if so identified subsequently by Purchaser in accordance with Section 2(a)(iv)(F) above.

(ii) **Termination of Real Property Leases.** Termination by Seller of any and all outstanding real property leases affecting the Property, and actual vacation of the Property by any and all tenants, if any, shall occur on or before Purchase Closing Date.

(iii) **No Condemnation.** Seller acknowledges the absence of any pending or threatened condemnation or eminent domain proceedings affecting the Property as of the Effective Date. At any time prior to the Purchase Closing Date, Seller shall immediately disclose to Purchaser in writing any pending or threatened condemnation or eminent domain actions or proceedings of any kind or nature and deliver to Purchaser any documentation received by Seller that relates to such proceedings.

[REDACTED]

(b) **Seller Contemplation of 1031 Exchange.** Notwithstanding the foregoing language regarding Closing Date and Conditions, Parties acknowledge that Seller may choose to enter in a like kind property exchange as permitted by Section 1031 of the Internal Revenue Code. Purchaser hereby agrees to fully cooperate with the Seller and any necessary Third Parties or Intermediaries in the event Seller elects to pursue a 1031 Exchange.

4. Purchase Price. The purchase price (the "**Purchase Price**") of the Property shall be an amount of [REDACTED]. The Purchase Price net of any Purchase

Option Payments and net of any adjustments and prorations set forth below shall be due and payable to Seller in full on the Purchase Closing Date; provided, however, that unless the Parties agreed in writing otherwise, any costs incurred by Purchaser under Sections 2(e) or 2(f) with respect to the Property, shall be credited through Escrow against the Purchase Price payable to Seller.

5. Parties' Deliveries into Escrow.

(a) **Seller's Deliveries into Escrow.** Prior to the Purchase Closing Date, Seller shall deliver into the Escrow the following (all documents shall be duly executed by Seller and shall be acknowledged where required):

- (i) A special warranty deed to the Property ("*Deed*");
- (ii) A certificate from Seller certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code ("*Non-Foreign Certificate*");
- (iii) Seller's written escrow instructions to close Escrow in accordance with the terms of this Agreement; and
- (iv) Documentation reasonably acceptable to Purchaser evidencing the termination of all Leases and pay-off of all Mortgages as of the Purchase Closing Date.

(b) **Purchaser's Deliveries into Escrow.** Prior to the Purchase Closing Date, Purchaser shall deliver into the Escrow the following:

- (i) The Deed duly executed by Purchaser;
- (ii) All cash required by the terms of this Agreement to close Escrow, plus or minus closing adjustments and prorations;
- (iii) Purchaser's written instructions to close Escrow in accordance with the terms of this Agreement; and
- (iv) Any other documents reasonably necessary to close the transactions contemplated under this Agreement.

(c) **Escrow Holder's Duties.** On the Purchase Closing Date, Escrow holder shall effect closing of the transactions contemplated by the terms of this Agreement by:

- (i) Recording all documents as may be necessary to clear title in accordance with the requirements of this Agreement;
- (ii) Recording the Deed;
- (iii) Paying all closing costs and making all prorations in accordance with the terms of this Agreement and a statement of adjustments and prorations as approved by Purchaser and Seller prior to the Purchase Closing Date;
- (iv) Delivering to Purchaser the Title Policy, Escrow holder's certified closing statement, a certified copy of the Deed, and Non-Foreign Certificate; and

(v) Delivering to Seller the Purchase Price, plus or minus any credits and any closing adjustments and prorations, Escrow holder's certified closing statement, and a certified copy of the Deed.

6. Closing Adjustments and Prorations. Except as set forth in this Section 6, the adjustments and prorations set forth below shall be made at the Purchase Closing Date as of the Proration Date. For the purposes of this Section 6, the term "Proration Date" shall be defined as 11:59 p.m. on the day preceding the Purchase Closing Date. All prorations shall be made on the basis of the actual number of days of the year and month which have elapsed as of the Proration Date.

(a) **Closing Costs.** Seller and Purchaser shall pay the Closing costs identified and allocated as set forth here: [REDACTED]

(b) **Real Estate Taxes.** All real estate taxes and assessments and personal property taxes levied or assessed against the Property shall be prorated between Purchaser and Seller as of the Proration Date, according to the current tax year based on the most recent tax bills for the Property, Seller being charged and credited for the same up to the Proration Date, and Purchaser being charged and credited for the same thereafter. Seller shall pay any assessments which are secured by a lien against the Property, provided, however, Seller shall not be obligated to pay assessments which are payable in installments over time.

(c) **Mortgage and Lease Pay-Offs.** All pay-off amounts necessary to terminate all Leases affecting the Property and to extinguish all Mortgages shall be borne by Seller and be credited to Purchaser in Escrow.

(d) **Calculations for Closing.** Escrow holder shall make a preliminary calculation of prorations no later than three (3) days prior to the Proration Date and a final calculation no later than one (1) day prior to the Proration Date. The final calculation shall be executed by each Party and may be relied upon by Escrow holder in completing the closing adjustments and prorations. In the event incomplete information is available, or estimates have been utilized to calculate prorations as of the Proration Date, any prorations relating thereto shall be further adjusted and completed outside of Escrow within ninety (90) days after the Proration Date. Any adjustments to initial estimated prorations which are required upon review of such complete information shall be made by Purchaser and Seller, with due diligence and cooperation, by prompt cash payment to the party entitled to a credit as a result of such adjustments. Any errors or adjustments in calculations of the foregoing adjustments shall be corrected or adjusted as soon as practicable after the Purchase Closing Date; provided, however, the provisions hereof shall survive the Purchase Closing Date for not more than twelve (12) months after the Purchase Closing Date.

7. Zoning.

(a) The parties acknowledge that the Property is presently unzoned. During the Purchase Option Period, Seller shall use its reasonable efforts to maintain the current zoning for the Property and agrees to permit Purchaser to contest any rezoning unless otherwise requested by Purchaser.

(b) In the event Purchaser elects to re-zone the Property and notifies Seller of its intent to change the then-current zoning for the Property, Seller agrees to provide Purchaser with all support as reasonably requested by Purchaser so long as all costs and expenses are borne by Purchaser. Purchaser shall have the right to rezone the Property as necessary or desirable for the Purchaser's use of the Property for purposes of building, owning, operating and maintaining the Generating Facility ("*Permitted Use*"), but effective only upon and following the Purchase Closing Date, or earlier with Seller's consent, not be unreasonably withheld. Seller hereby authorizes Purchaser to act as its agent and attorney-in-fact and perform any and all actions to effectuate the proper re-zoning of the Property with Washington County, Kentucky, for the Permitted Use. All costs and fees associated with such rezoning shall be borne by Purchaser.

8. Seller's Representations and Warranties; Covenants of Seller. In order to induce Purchaser to enter into this Agreement, Seller covenants, represents and warrants, as of the Effective Date and throughout the term of this Agreement, as follows:

(a) There are no liens, leases, mortgages or security interests on the Property, except those leases and liens ("*Property Liens*") recorded in the land records of Washington County, Kentucky as of the Effective Date, and those customary Property Liens for current taxes unpaid, utilities, public right of way, and the like.

(b) Seller is the owner of fee simple title of the Property and has full authority to enter into, execute, deliver and perform this Agreement, and is not in default of any mortgage affecting the Property.

(c) Seller has lawful title to the Property and full right to enter into this Agreement.

(d) Seller has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Property or any part thereof in lieu of condemnation.

(e) To Seller's knowledge, there are no unrecorded easements or agreements affecting the Property that might prevent or adversely affect the use or occupancy of the Property by Purchaser for operation of the Generating Facility.

(f) There are no circumstances known to Seller and no Seller commitments to third parties that may damage, impair or otherwise adversely affect the Generating Facility or its construction, installation or function (including activities that may adversely affect the Generating Facility's exposure to sunlight).

(g) To Seller's knowledge, there are no Hazardous Materials present at the Property and Seller has no knowledge of any violation of Environmental Laws relating to the Property. Seller has no knowledge of any underground storage tanks located on the Property. Seller has not manufactured, introduced, repurchased or discharged from or onto the Property, the soil or the groundwater any Hazardous Materials nor permitted the same, and Seller has not used or permitted the use of the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials.

(h) There is no claim, litigation, proceeding or governmental investigation pending or so far as is known to Seller, threatened against or relating to Seller or the Property which is in conflict with this Agreement or which could have a material adverse impact upon construction and/or operation of the Generating Facility.

9. Liability and Indemnity.

(a) **Purchaser Indemnity.** Purchaser shall indemnify, defend and hold harmless Seller, his heirs or assigns (the “*Seller Indemnitees*”) of and from any claim, demand, lawsuit, or action of any kind for injury to or death of persons, including, but not limited to, employees of Purchaser or Seller, and damage or destruction of property, including, but not limited to, property of Purchaser, any utility company or Seller, or other loss or damage incurred by Seller, arising out of (i) negligence or willful misconduct of Purchaser, its agents, officers, directors, employees or contractors during the Purchase Option Period; or (ii) the material breach by Purchaser of any of its obligations under this Agreement. The obligation to indemnify shall extend to and encompass all costs incurred by Seller and any Seller Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Purchaser’s obligations pursuant to this Section 9(a) shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Seller, the Seller Indemnitees, or their respective contractors, successors or assigns, or to the acts of third parties. Purchaser shall pay any cost that may be incurred by Seller or the Seller Indemnitees in enforcing this indemnity, including reasonable attorney fees. The indemnity provided in this Section 9(a) shall be in addition to and not in derogation or substitution of any indemnity provided elsewhere in this Agreement and shall survive the termination or expiration of this Agreement for a period of one (1) year.

(b) **Seller Indemnity.** Seller shall indemnify, defend and hold harmless Purchaser, its officers, agents and employees (the “*Purchaser Indemnitees*”) of and from any claim, demand, lawsuit or action of any kind for injury to or death of persons, including, but not limited to, employees of Purchaser or Seller, and damage or destruction of property, including, but not limited to, property of either Purchaser or Seller, or other loss or damage incurred by Purchaser, arising out of: (i) negligence or willful misconduct of Seller, its agents, officers, directors, employees or contractors during the Purchase Option Period; or (ii) the material breach by Seller of any of its obligations under this Agreement. The obligation to indemnify shall extend to and encompass all costs incurred by Purchaser and any Purchaser Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Seller’s obligations pursuant to this Section 9(b) shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Purchaser, the Purchaser Indemnitees, or their respective contractors, successors or assigns, or the acts of third-parties. Seller shall pay any cost that may be incurred by Purchaser or the Purchaser Indemnitees in enforcing this indemnity, including reasonable attorney fees. The indemnity provided in this Section 9(b) shall be in addition to and not in derogation or substitution of any indemnity provided elsewhere in this Agreement and shall survive the termination or expiration of this Agreement for a period of one (1) year.

(c) **No Consequential Damages.** Notwithstanding any provision in this Agreement to the contrary, neither Purchaser nor Seller shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Agreement. The foregoing provision shall not prohibit Purchaser or Seller from seeking and obtaining general contract damages for a breach of this Agreement.

(d) **Specific Performance.** In addition to its other remedies set forth in this Agreement, if Seller fails to perform its obligations hereunder, Purchaser shall have the option to (i) waive such default in writing, or (ii) in seek specific performance of Seller’s obligations under this Agreement.

(e) **Waiver.** [REDACTED]

10. Assignment. Each Party (each, an “*Assignor*”) shall have the absolute right to assign this Agreement in its entirety or any of its rights, duties and/or obligations hereunder to (i) a purchaser of the Property or family trust or Affiliate in the case of Seller, or (ii) any third party in the case of Purchaser (in either case, hereafter referred to as the “*Assignee*”), provided, that such Assignee assumes in writing all of Assignor’s rights, duties and obligations hereunder (“*Assumption Agreement*”). Upon the assignment made in accordance with this Section 10, Assignor shall deliver to the other Party a written notice of such assignment within ten (10) business days of the effective date thereof, and such notice shall be accompanied by a fully executed copy of the Assumption Agreement. As of the assignment date, all references to “Purchaser” or “Seller” herein, as applicable, shall refer to the Assignee. For the avoidance of doubt, any assignment made to an Assignee that has failed to execute an Assumption Agreement prior to the date of assignment shall be deemed null and void and shall not relieve the Assignor of any of its duties or obligations hereunder.

11. Construction of Agreement. The agreements contained herein shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared this Agreement. Purchaser and Seller acknowledge that they have been represented, or have had the opportunity to be represented, by counsel of their own choice. Neither Purchaser nor Seller is relying upon any legal advice from the other Party’s counsel regarding the subject matter hereof. Both Parties acknowledge that they understand the terms and conditions of this Agreement and the terms and conditions of all other documents and agreements executed in connection herewith and that they sign the same freely. Neither Purchaser nor Seller shall deny the enforceability of any provision of this Agreement or any of the other documents or agreements executed in connection herewith on the basis that it did not have legal counsel or that it did not understand any such term or condition.

12. Further Assurances.

(a) Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12(a). Purchaser shall be responsible for reasonable costs that Seller incurs as a result of Seller’s obligations under this Section 12(a).

(b) During the Purchase Option Period, upon written request by Purchaser (or its lenders), Seller shall provide within seven (7) days thereafter an estoppel certificate attesting to the fact that, to the knowledge of Seller, the Purchaser is in compliance with the terms of this Agreement, or detailing any known issues of noncompliance.

(c) In the event Purchaser or any Affiliate of Purchaser requests from Seller during the Purchase Option Period the grant of an easement for grid interconnection purposes on the Property or, Seller shall grant such easement to the requesting party upon terms and conditions reasonably acceptable to both Parties and at Purchaser’s sole cost and expense. Seller shall use reasonable commercial efforts to support Purchaser or its Affiliates in conjunction with any grid interconnection sought by Purchaser or Purchaser’s Affiliates, and Seller shall, at Purchaser’s sole cost and expense, execute such additional documents, instruments and assurances and take such additional actions as Purchaser or its Affiliate deems reasonably necessary or desirable with respect to such grid interconnection. In the event that this agreement is

terminated without the Purchaser exercising the Purchase Option, any easements granted subject to this Paragraph will also be terminated unless Seller otherwise agrees in writing to allow said easements to remain in force.

13. Recording.

(a) **Memorandum of Agreement.** Seller agrees to execute and acknowledge a Memorandum of this Agreement, in form and substance satisfactory to the Parties, which Purchaser may record with the appropriate County recording officer. The date set forth in the Memorandum of Agreement is for recording purposes only. Upon termination of this Agreement for any reason, Purchaser shall promptly record with the County Clerk's Office a release acknowledging that the Memorandum is terminated and that Purchaser has no further interest of any kind in and to the Property. A copy of the recorded release shall be provided to Seller within ten (10) Business Days of termination of this Agreement.

(b) **Ancillary Documentation.** Seller agrees to Purchaser's making of any filings against the Property Purchaser deems appropriate to preserve Purchaser's rights in the Property. Seller shall have the right to approve any documentation which may create a cloud on Seller's title to the Property prior to Purchaser's filing thereof.

(c) **Easements.** If there is an existing condition on the Property for which an easement has not been recorded (e.g., a county road, irrigation canal, power lines or similar rights), and a request to record such easement is made during the Purchase Option Period by any Governmental Entity, Seller agrees to cooperate with same and to record an easement (or, if requested, an irrevocable offer of dedication) consistent with the existing condition on the Property. Purchaser will not make such recording until after the Purchase Closing Date or earlier with prior written consent of Seller. If such easement results in a loss of Property acreage (i.e., a recalculation of Net Property) the Purchase Price shall be reduced proportionately. Seller shall notify Purchaser of any such easement request and provide Purchase with a copy of the recorded easement.

14. Dispute Resolution.

(a) The Parties, through their respective Chairman, CEO, President or other authorized representative, shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party.

(b) If, after such negotiation in accordance with 14(a) above, the Dispute remains unresolved, either Party may require that a non-binding mediation take place. In such mediation, the Chairman, CEO, President or other authorized representative of each Party shall meet for at least three (3) hours with a mediator whom the Parties choose together. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the mediation services of JAMS to appoint a mediator. The mediator's fee and expenses shall be paid one-half by each Party.

(c) In the event any Dispute is not settled to the mutual satisfaction of the Parties pursuant to Sections 14(a) or 14(b), both Parties shall retain the right, but not the obligation, to pursue any legal or equitable remedy available to it in a court of competent jurisdiction.

(d) All mediations pursuant to Section 14(b) shall be held in Washington County, Kentucky. Any legal action or proceeding brought by either of the Parties against the other Party with respect to this Agreement or the transactions in connection with or relating hereto, may be brought in the courts of the

State of Kentucky in Washington County and, by execution and delivery of this Agreement, each of the Parties hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid court and waives any objection which it may have to the laying of venue of any proceedings brought in any such court; and any claim that such proceedings have been brought in an inconvenient forum. Each of the Parties agrees that a judgment, after exhaustion of all available appeals, in any such action or proceeding shall be conclusive and binding upon each of the Parties, and may be enforced in any other jurisdiction, by a suit upon such judgment, a certified copy of which shall be conclusive evidence of the judgment.

15. Amendments. This Agreement may be amended only in writing signed by Purchaser and Seller or their respective successors in interest; provided, however, if Seller has been notified that Purchaser has assigned any of its rights, duties or obligations under this Agreement to a Financing Party, then the prior written consent of Financing Party is required as well.

16. Notices. All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing except where this Agreement expressly provides that notice may be made orally. Notices required to be in writing will be delivered by hand delivery, overnight delivery, facsimile, or e-mail (so long as a copy of such e-mail notice is provided immediately thereafter in accordance with the requirements of this Section 16 by hand delivery, overnight delivery, or facsimile unless confirmation of successful transmission is received). Notice by facsimile will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it will be deemed received on the next Business Day). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery, overnight delivery, or facsimile unless confirmation of successful transmission is received. When notice is permitted to be provided orally, notice by telephone will be permitted and will be deemed to have been received at the time the call is received. A Party may change its address by providing notice of the same in accordance with the provisions of this Section 16.

If to Seller:

John Mackin

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

With a copy to:

Kandice Engle-Gray, PLLC
Post Office Box 807
Lebanon KY 40033-0807
Phone: 270-699-2281
Email: keglaw@live.com

If to Buyer:

Brightnight LLC
Attn: Legal
13123 Emerald Coast Pwky Suite B #158
Inlet Beach, FL 32461
Email: Cory@brightnightenergy.com

17. Entire Agreement; Amendments. This Agreement (including the exhibits, schedules and any written supplements or amendments) constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Except as otherwise expressly provided in this Agreement, in order to be effective any amendment, modification or change to this Agreement must be in writing and executed by both Parties.

18. Survival. Any provision(s) of this Agreement that expressly or by implication comes into or remains in full force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

19. Severability. If any part, term, or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term or provision of this Agreement and shall not render this Agreement unenforceable or invalid as a whole. Rather the part of this Agreement that is found invalid or unenforceable will be amended, changed or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision, within the limits of applicable Law, and the remainder of this Agreement will remain in full force and effect.

20. Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

21. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state in which the Property is located.

22. Brokerage Commissions. Each Party to this Agreement warrants to the other that no person or entity can properly claim a right to a real estate commission, finder's fee, or other real estate brokerage-type compensation (collectively, "*Real Estate Compensation*"). Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against claims for any Real Estate Compensation asserted by any third party as a result of actions by the indemnifying Party claimed to give rise to brokerage commissions payable as a result of the execution of this Agreement, which indemnification shall survive the expiration or earlier termination of this Agreement.

23. No Election of Remedies. Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will be without prejudice to such Party's other remedies under this Agreement or available at law or in equity.

24. No Recourse to Affiliates. This Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or

employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

25. Relationships of Parties. The Parties are independent contractors, and will not be deemed to be partners, joint venturers or agents of each other for any purpose, unless expressly stated otherwise herein.

26. No Third-Party Beneficiaries. Nothing in this Agreement will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, except with respect to Purchaser's Financing Parties to the extent expressly provided herein.

27. Attorneys' Fees; Costs. In the event of any action, claim, suit or proceeding between the Parties relating to this Agreement or the subject matter hereof, the prevailing Party will be entitled to recover its reasonable attorneys' fees and expenses and costs of such action, claim, suit or proceeding, in addition to any other relief granted or awarded. Purchaser agrees to pay its own legal costs and expenses and Purchaser further agrees to pay Seller's attorneys' fees relating to negotiating this Agreement and any additional documents relating hereto or thereto, and further including negotiations which preceded this Agreement for alternative lease arrangements, such Seller's attorney's fees not to exceed Five Thousand and 00/100 Dollars (\$5,000) in the aggregate.

28. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this Agreement received by either Party by facsimile transmission or electronic signature is binding upon the other Party as an original.

29. General Interpretation. The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument of any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under this Agreement. No rule of strict construction will be applied against any Person.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Seller:

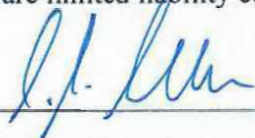
Mackin Farm IV LLC,
a Kentucky limited liability company

By: 

John Mackin

Purchaser:

FRON Bn, LLC,
a Delaware limited liability company

By: 

Name: Martin Hermann

Title: Manager

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

Parcel #	County	Legal Description	Acreage
13-013	Washington	See below	39.21
TOTAL PROPERTY:			39.21
EXCEPTED PROPERTY:			0
TOTAL LEASED:			39.21



The land referred to herein is situated of record at Deed Book 305 Page 636 in the Office of the Clerk of Washington County, Kentucky and described as follows:

Tract 7 of the Mackin Farms, Inc. Farm Division as per plat of record at Plat Cabinet A, Slide 552, in the office of the Washington County Court Clerk and dually recorded at Plat Cabinet 3, Slide 433 in the office of the Marion County Court Clerk.

Also conveyed herein is an one-third (1/3) undivided interest in the roadway parcel from Point "A" to Point "E" as shown on plat and an one-half (1/2) undivided interest in the roadway parcel from Point "E" to Point "F".

COVER PAGE TO REAL ESTATE PURCHASE OPTION AGREEMENT

Owner	Kevin Dale Mattingly and Amanda Catherine Mattingly, his wife
Purchaser	FRON bn, LLC, a Delaware limited liability company
Property	Certain real property located in Washington County in the Commonwealth of Kentucky, more particularly described in the attached <u>Exhibit A</u> .
Project	A commercial solar energy facility, energy storage facility, and/or other renewable energy facilities.
Option Period End Date	[REDACTED]
Annual Payment	<p>Purchaser shall make payments to Owner in the following amounts, paid in advance:</p> <p>Year One (1): [REDACTED] Year Two (2): [REDACTED]</p> <p>The Year One (1) Annual Payment will be made [REDACTED] [REDACTED] after the Effective Date ("First Payment Date"). The Year Two (2) Annual Payment will be made [REDACTED] after the date that is the first anniversary of the Effective Date.</p> <p>The Year One (1) and Year Two (2) Annual Payments shall collectively be referred to as the "Option Payment" and be paid annually in advance.</p> <p>Any Option Payments made by Purchaser to Owner shall be credited against the Purchase Price upon Closing.</p>
Closing Date	A date mutually agreed to by both Parties, [REDACTED] [REDACTED] (" Exercise Date "). Owner may wish to utilize an I.R.C. §1031 exchange for property of like kind and a full thirty (30) days' notice prior to Closing Date will be appreciated to facilitate the exchange.
Purchase Price	[REDACTED] [REDACTED] [REDACTED]
Address for Notices	<p><u>If to Owner:</u> Kevin Dale Mattingly and Amanda Catherine Mattingly [REDACTED] [REDACTED] [REDACTED]</p> <p>With a copy to: Kandice Engle-Gray, PLLC P O Box 807 Lebanon, KY 400333-0807</p>

	<p><u>If to Purchaser:</u> BrightNight, LLC 515 North Flagler Drive Suite P-200 West Palm Beach, FL 33401 Attn: Legal Email: legal@brightnightpower.com</p>
Execution Payment	<p>Purchaser shall make a non-refundable payment [REDACTED] to Owner [REDACTED]. This Execution Payment is excluded from the Annual Payments hereunder credited toward the Purchase Price.</p>

REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT (“**Agreement**”) is made and entered into as of the latest date of signature below (“**Effective Date**”), by and between Owner and Purchaser. Owner and Purchaser are referred to individually as “**Party**” and are collectively referred to as “**Parties**”.

RECITALS

- A. Owner is the fee owner of the Property.
- B. Purchaser is exploring the possibility of developing, constructing, operating, and owning the Project on the Property.
- C. Purchaser desires an exclusive right and option to purchase the Property, and Owner wishes to grant Purchaser such right and option, in each case in accordance with the terms of this Agreement.
- D. The terms listed in the Cover Page to Real Estate Purchase Option Agreement are incorporated herein by reference as though fully set forth.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree that the Recitals set forth above are true and correct in all material respects, and further agree as follows:

1. **Option to Purchase.** For the non-refundable sum of [REDACTED] (the “**Execution Payment**”) paid in hand and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Owner hereby grants to Purchaser an irrevocable, exclusive and absolute right and option to purchase the Property, together with all easements, rights, rights-of-way and appurtenances thereto, if any (“**Option**”) on the terms set forth in this Agreement. No partial exercise of the option is permitted and the option as granted applies exclusively to the entirety of the Property described in Exhibit A.

2. **Term and Payment.** The term of the Option shall commence on the Effective Date and automatically expire on Option Period End Date, unless this Agreement is terminated earlier (“**Term**”); [REDACTED] Purchaser shall pay Owner the first Annual Payment on or before the First Payment Date. Thereafter, each Annual Payment shall be made in advance of the next year of the Term, provided the Exercise Date has not occurred. The annual payment shall be as set forth in the attached Cover Page to Real Estate Purchase Option Agreement.

3. **Exercise of the Option.** During the Term, Purchaser may, in its sole discretion, exercise the Option by providing notice to Owner of its intention to exercise the Option (“**Exercise Notice**”). Purchaser shall indicate the Exercise Date in the Exercise Notice. If Purchaser does not exercise the Option during the Term, then this Agreement automatically terminates and neither Party

shall have any further obligations under this Agreement, except those obligations that expressly survive termination.

4. **Purchase Price.** If Purchaser exercises the Option, Purchaser shall purchase the Property for the Purchase Price, payable in cash or wired funds, adjusted by the closing cost allocations and the tax pro-rations as set forth below. The Purchase Price shall be determined using the formula identified in the Cover Page to Real Estate Purchase Agreement.

5. **Access and Documentation.** Owner hereby grants to Purchaser, both during the Term and, if Purchaser exercises the Option, through the Closing (as defined below), an easement for the right of ingress and egress onto, off of, and across the Property for the purpose of inspecting the same and making such tests, inquiries and examinations as Purchaser shall deem necessary, including environmental and engineering studies. No later than sixty (60) calendar days after the Effective Date or, if obtained after the Effective Date, no later than sixty (60) calendar days after the date obtained, Owner shall deliver to Purchaser copies of any and all contracts, documents, reports, studies, surveys, and other agreements prepared for Owner or within Owner's possession or control relating to or affecting the Property, including, but not limited to, owner's policies of title insurance, land surveys, environmental surveys and assessments, appraisals and productivity records.

6. **Due Diligence.** During the Term, and, if Purchaser exercises the Option, through the Closing, Purchaser shall conduct its evaluation of all aspects of the suitability of the Property for the use and purposes intended by Purchaser, in each instance at Purchaser's sole cost and expense, including:

- a. Environmental Inspection/Reporting. Purchaser may inspect and examine the Property along with a qualified environmental engineer or consultant to determine environmental conditions present on, in or otherwise affecting the Property. Additionally, Purchaser may, at its sole cost and expense, cause a Phase I Environmental Assessment to be performed relative to the Property;
- b. Survey. Purchaser may have a survey prepared of the Property, reflecting the final agreed acreage and dimensions. The metes and bounds legal description provided by the surveyor shall replace the description of the Property in the attached Exhibit A and shall be used in all closing documents, including the deed conveying title to the Property.
- c. Land Use/Zoning. Purchaser may investigate all requirements related to land use, zoning, subdivision, traffic, parking, and any other requirements for which approvals, waivers, or variances may be required by the county where the Property is located or any other applicable competent jurisdiction, and shall determine all permits and approvals necessary for Purchaser's construction and operation on the Property, including but not limited to special use permits, variances, rezoning or subdivision of or for the Property.
- d. Title. Purchaser may obtain a commitment for an owner's title insurance policy ("**Title Commitment**") from a title insurance company acceptable to Purchaser.

- e. Appraisal. Purchaser may engage an independent MAI certified appraiser, licensed in the state where the Property is located to determine the fair market value of the Property.
- f. Indemnification. Purchaser shall repair and restore any portion of the Property damaged by Purchaser's due diligence activities as set forth above, and shall indemnify and hold harmless Owner and Owner's officers, directors, employees, representatives, mortgagees and agents against any and all losses, damages, claims, expenses and liabilities for damage to the Property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of Purchaser's due diligence activities on the Property.

7. **Defects in the Property.** If Purchaser, in the course of conducting its due diligence, discovers defects in the Property, then Purchaser shall notify Owner and allow Owner to cure such defects as detailed below:

- a. Title Defects. Purchaser shall notify Owner of any liens, defects, charges, claims, actions, encumbrances or title exceptions of any kind whatsoever or other title matters set forth in the Title Commitment, revealed in the land survey obtained by Purchaser or otherwise disclosed to Purchaser that Purchaser finds objectionable, in its reasonable discretion, and Owner shall, at Owner's sole cost and expense, remove or cure such objections within thirty (30) calendar days after receipt of such notice.
- b. Hazardous Materials.
 - i. Purchaser shall notify Owner of any objectionable environmental issues revealed by its tests and inspections, if any, and Owner shall cure such objectionable environmental conditions within thirty (30) calendar days after receipt of such notice in a manner and producing such results that are acceptable to Purchaser and in compliance with all applicable laws and regulations.
 - ii. Prior to the Closing Date, Owner shall, at Owner's sole cost and expense, remove or take remedial action with regard to any hazardous materials on the Property for which any removal or remedial action is required pursuant to applicable statute, law, ordinance, code, regulation, rule, license, permit or governmental action.

Owner may opt not to take remedial action in Owner's sole discretion and shall notify Purchaser in writing of Owner's decision not to remove the condition or cure the objection.

Upon the failure of Owner to remove or cure the objections as set forth in this Section 7 or upon Purchaser's receipt of Owner's Section 7(b)(ii) notice, [REDACTED]

[REDACTED]

8. **Mutual Representations.** Each Party represents and warrants to the other Party that (a) the Party and, to the extent applicable, the person executing this Agreement has, received all requisite power and authority to execute this Agreement and consummate the transactions contemplated in this Agreement, without the joinder or consent of any other person or entity, and (b) the Party has had the opportunity to be represented by counsel of its choosing.

9. **Representations and Warranties of Owner.** Owner makes the following representations and warranties to Purchaser, which representations and warranties shall be effective as of the execution of this Agreement, and shall continue to be effective at and survive Closing or earlier termination of this Agreement:

- a. *Organization and Authority.* Owner has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated in this Agreement.
- b. *Notices from Governmental Authorities.* Owner has not received any written notice of, and to the best of Owner's knowledge and belief, there is no, (i) pending condemnation or similar proceeding affecting the Property or any portion thereof or (ii) any violation of any ordinance, regulation, law or statute of any governmental authority or agency pertaining to the Property.
- c. *Conflicts and Pending Actions.* There is no agreement to which Owner is a party or, to Owner's knowledge, that is binding on Owner or the Property that is in conflict with this Agreement. To the best of Owner's knowledge, as of the Effective Date, there is no action or proceeding pending or threatened against Owner or relating to the Property which would challenge or impair Owner's ability to execute or perform its obligations under this Agreement.
- d. *Environmental.* To the best of Owner's knowledge, no wells or storage tanks for oil or gasoline are or were located on the Property, nor were any toxic or hazardous materials present, released, dumped or otherwise used on the Property at any time during or prior to Owner's ownership of the Property. To the best of Owner's knowledge, there are no "**Hazardous Substances**" (as that term is defined under Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601(14)) located on, in, or about the Property, and Owner has not received any notice from any governmental authority that the Property is in violation of any Environmental Law, and to the best of Owner's knowledge, the Property is not in violation of any Environmental Law. As used herein, "**Environmental Law**" means all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations relating to the protection of human health or the environment including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1804, et seq., the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, and any other applicable federal, state or local law now in force or hereafter enacted relating to waste disposal or environmental protection with respect to hazardous, toxic, or other substances generated, produced, leaked, released, spilled or disposed of at or from the

Property, as any of the same may be amended or supplemented from time to time, and any regulation promulgated pursuant thereto. Owner agrees to indemnify, save and hold Purchaser, its successors and assigns, harmless from and against any and all costs, losses, liability, damages, claims and expenses including penalties and reasonable attorney's fees, incurred by Purchaser in connection with or arising out of the production, generation, storage, treatment, disposal or other handling or disposition of any petroleum, oil, gasoline or Hazardous Substances on the Property, occurring prior to the Effective Date, to the extent caused by Owner or its agents. These indemnification obligations shall survive Closing or earlier termination of this Agreement.

- e. Fee Simple Title. Owner has good, marketable, and undivided fee simple title to the Property free and clear of all encumbrances, there are no leases, mineral reservations, oil and gas interests, or unrecorded title matters affecting or encumbering the Property other than those that would reasonably be disclosed on the Title Commitment. Owner shall not convey any interest in the Property to anyone other than Purchaser during the Term of this Agreement.
- f. Third Party Agreements. Owner has made no commitments or granted any rights to any third parties that may damage, impair or otherwise adversely affect the Project or its construction, installation or function (including activities that may adversely affect the Project's exposure to sunlight).

10. **Closing.** The purchase of the Property ("**Closing**") shall occur on the Closing Date. At Closing, (a) Owner shall execute and deliver to Purchaser a warranty deed, in recordable form conveying good and marketable fee simple title to the Property free and clear of all liens, leases, encumbrances, easements, restrictions and conditions except as may be approved or waived by Purchaser as herein provided; (b) Owner shall execute and deliver all documents as may be reasonably required by Purchaser or the title company to consummate the sale of the Property to Purchaser; and (c) Purchaser shall pay the Purchase Price as provided in this Agreement.

11. **Closing Costs.**

- a. Purchaser's Closing Costs. At Closing, Purchaser shall pay for [REDACTED]
- b. Owner's Closing Costs. At Closing, Owner shall pay for (i); (ii) fees or commissions of Owner's real estate agent or broker; (iii) any transfer taxes applicable to the conveyance of the Property; and (iv) any recording fees from curing any objections made under Section 7(a) of this Agreement.

12. **Prorations.** [REDACTED] shall be prorated as of the Closing Date and Owner shall pay those taxes that accrued through the Closing Date. Back taxes, if any, and any special assessments assessed against Owner prior to Closing Date shall be paid by Owner.

13. **Planted Crops.** From the Effective Date of this Agreement until the Closing Date, Owner or Owner's farm tenant ("**Farmer**") may engage in dry land farming on portions of the Property during the Term so long as such farming is terminable upon no more than thirty (30) days' prior notice and does not interfere with Purchaser's ability to investigate and inspect the Property nor interfere with Purchaser's ability to exercise the Option. [REDACTED]

[REDACTED] Nothing herein shall be construed to prohibit Owner from utilizing irrigation methods traditionally utilized by Owner in Owner's farming operations.

14. **Default and Termination.** Each of the following shall constitute an event of default:

a. **Untimely Payment of Purchase Option Payments.** [REDACTED]

[REDACTED]

b. [REDACTED]

[REDACTED]

Upon an event of default, the nondefaulting Party may [REDACTED]

[REDACTED]

15. **Notice.** All notices, demands, or other communications given under this Agreement, unless otherwise stated herein, shall be in writing and sent to the following address, in each case by personal delivery or by nationally recognized overnight courier service, or if mailed, by registered or certified mail, and shall be deemed to have been delivered when received or upon refusal to accept delivery. Any notice shall be addressed to those physical or email addresses set forth on the Cover Page (or at such other addresses as either Party may designate upon written notice to the other Party in the manner provided in this paragraph).

16. **Real Estate Commissions.** Consistent with Section 11(b), Owner shall pay for any compensation, commission, or charges incurred for any real estate agent or broker engaged by Owner. Each Party shall indemnify the other Party and hold the other Party harmless from any cost, expense, or liability (including cost of suit and reasonable attorney's fees) for any compensation, commissions, or any charges claimed by any realtor, broker, or agent claiming to have represented the indemnifying Party with respect to this Agreement.

17. **Spousal Rights.** Any non-title holding spouse executing this Agreement does so for the purpose of releasing her or his right to challenge this Agreement as null and void under any applicable laws, as related to the spouse's community property or homestead rights. Any non-title holding spouse executing this Agreement is subject to the terms and obligations of this Agreement as if they held title to the Property.

18. **Cooperation on Owner's Interest.** Upon Purchaser's exercise of the Option, it is the Parties' intent that Owner's undivided interest in the Property be sold to Purchaser under the terms of this Agreement. In the event that Owner's interest in the Property is more or less than that specified in Section 9(e) of this Agreement, then Owner shall execute any and all amendments to this Agreement, the Memorandum, and any other reasonably required documents to reflect Owner's properly undivided ownership interest. Owner agrees to cooperate with Purchaser in completing any such documents and in any other associated corrections.

19. **Confidentiality.** Owner shall maintain in the strictest confidence, for the benefit of Purchaser and any assignee or transferee of Purchaser, the existence and terms of this Agreement, information about Purchaser's business, site design, methods of operation, or other information related to Purchaser's business or Purchaser's planned or potential use of the Property, whether disclosed by Purchaser, any assignee or transferee, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its agents; or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Purchaser, any assignee or transferee. Notwithstanding the foregoing, Owner may disclose such information to Owner's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Owner regarding this Agreement; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Purchaser and any assignee or transferee of Purchaser. Owner shall obtain Purchaser's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Agreement. The provisions of this Section 19 shall survive the termination or expiration of this Agreement.

20. **Cooperation; Non-Disparagement.** Owner shall support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Purchaser to obtain and maintain any permits and third party easements and other land rights needed for the Project. Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Owner nor Purchaser shall

make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

21. **Non-Foreign Status.** The Parties agree to comply with the requirements of Section 1445 of the Internal Revenue Code as to dispositions of United States real property interests by "foreign persons" (as defined therein).

22. **Assignment.** Purchaser may assign its rights under this Agreement without the prior written consent of Owner. Upon Purchaser's assignment of its entire interest under this Agreement, Purchaser shall be relieved of all further liability and obligations under this Agreement.

23. **Covenant Running with the Land.** This Agreement, the Option and other rights granted in this Agreement, shall run with the title to the Property and shall be binding on the Parties and their respective successors and assigns. The Parties shall execute the Memorandum of Real Estate Purchase Option in the form attached as Exhibit C ("**Memorandum**"), and Purchaser shall cause the Memorandum to be recorded in the public records of the county where the Property is located.

24. **Miscellaneous.** This Agreement shall be governed by and interpreted under the laws of the state where the Property is located. If any term or condition of this Agreement shall be deemed to be invalid or held to be unenforceable by any court of competent jurisdiction or otherwise, then such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the terms and conditions of this Agreement, which terms shall survive such determination. This Agreement may be amended only by written agreement executed by both Parties. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same document.

25. **Special Provisions.** The terms of the special provisions addendum attached hereto as Exhibit D ("**Addendum**") are incorporated into this Agreement. In the event of any conflict between the Agreement and the Addendum, the terms of the Addendum shall prevail.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER:

Kevin Dale Mattingly
Name: Kevin Dale Mattingly

Dated: 10/16/2023

Amanda Catherine Mattingly
Name: Amanda Catherine Mattingly

Dated: 10/16/2023

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PURCHASER:

FRON bn, LLC

a Delaware limited liability company

By:  _____

Name: Martin Hermann

Title: Manager

Dated: October 27th, 2023

By: _____

Name: Ron Kiecana

Title: Chief Development Officer

Dated: _____

EXHIBIT A

Parcel 1:

Tax ID No: 13-013.01

TRACT 8 of the Mackin Farms, Inc. Farm Division as per plat of record at Plat Cabinet A, Slide 552, in the office of the Washington County Court Clerk and dually recorded at Plat Cabinet 3, Slide 433 in the office of the Marion County Court Clerk.

Parcel contains 92.72 acres, more or less

Being the same property conveyed to Kevin Dale Mattingly and Amanda Catherine Mattingly, his wife by Deed Book 326, Page 465 of the Washington County, Kentucky Clerk's Office.

The Premises contains 92.72 acres, more or less

Exhibit B

Crop Loss Calculation

Purchaser shall pay Owner (or Farmer, if directed by Owner), crop damages for all crops that are removed prior to harvest, in accordance with Section 13, or damaged as a result of Purchaser's investigations, testing, and inspections during the Term in accordance with Section 6, as calculated below ("**Crop Damages**").

Crop damages will be calculated by the following formula:

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(e) Owner Records. Purchaser shall determine, in its reasonable discretion and using the calculation above, Crop Damages for the Property and provide such calculation to Owner. If Owner believes that the Price, Yield or Amount of Damaged Acres is incorrect, Owner may submit records and documentation ("**Owner Records**") that Owner believes accurately reflect the Amount of Damaged Acres and Yield. For purposes of the foregoing, "Owner Records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines, receipts showing price paid for the same crops in the most recent year and previous year if available. The Parties shall try in good faith to agree to the extent of damage and acreage affected. [REDACTED]

[REDACTED] Purchaser shall remit payment for any Crop Damage to Owner following Purchaser's receipt of the results of the impartial party's calculation.

Exhibit C

Memorandum of Real Estate Purchase Option

[form attached]

Exhibit D

Special Provisions Addendum

- A. This is an addendum (“**Addendum**”) to that certain Real Estate Purchase Option Agreement (“**Agreement**”) between Kevin Dale Mattingly and Amanda Catherine Mattingly, his wife and FRON bn, LLC.
- B. Any capitalized terms set forth in this Addendum and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- C. In the event of any inconsistency between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail.
- D. Purchaser shall not be permitted to commence construction of or excavation for any Solar Generating Facility, or the components thereof, on any portion of the Property (other than meteorological and solar and radiation measurement, monitoring and recording equipment and facilities) unless and until Purchaser has exercised the Option with respect to such portion of the Property. Notwithstanding this Section D, nothing herein shall be interpreted as prohibiting Purchaser from conducting environmental, engineering and geo-technical studies and analyses or any other due diligence contemplated by the Agreement.

Except as set forth in the Agreement, Owner reserves the right during the Purchase Option Period to use the Property and conduct activities on the Property for any purpose (including dry land farming, ranching, grazing, conservation, and hunting) other than oil, gas and other mineral exploration, development and operations, provided that (a) any such use or activities do not interfere with any activities which Purchaser is entitled to conduct during the Purchase Option Period under the Agreement and (b) Owner shall indemnify, defend and hold harmless Purchaser, its agents, owners or assigns (the “**Purchaser Indemnitees**”) of and from any claim, demand, lawsuit, or action of any kind arising out of Owner’s use of or activities on the Property. . Owner further reserves the right to lease the Property and grant temporary licenses and easements and other rights on, over, under and across the Property to other persons, entities and governmental authorities, provided that such licenses, easements and other rights do not interfere with any activities which Purchaser is entitled to conduct under the Agreement and expressly remain subject to the Agreement.

- E. **Property Leases.** Owner may lease the Property to third party tenants for the time period ending on or prior to the Closing Date, provided that such lease does not interfere with any activities which Purchaser is entitled to conduct under the Agreement and that such lease expressly remain subject to the Agreement. [REDACTED]

[REDACTED]

[REDACTED]. Owner shall indemnify, defend and hold harmless Purchaser Indemnitees of and from any claim, demand, lawsuit, or action of

any kind (i) arising out of any lease of the Property between Owner and any third-party tenants or (ii) brought against Purchaser by any third-party tenants.

- F. **Attorneys' Fees; Costs.** In the event of any action, claim, suit or proceeding between the Parties relating to this Agreement or the subject matter hereof, the prevailing Party will be entitled to recover its reasonable attorneys' fees and expenses and costs of such action, claim, suit or proceeding, in addition to any other relief granted or awarded. Purchaser agrees to pay its own legal costs and expenses and Purchaser further agrees to pay Owner's attorneys fees relating to negotiating this Agreement and any additional documents relating hereto or thereto, and further including negotiations which preceded this Agreement for alternative lease arrangements, such Owner's attorney's fees not to exceed Five Thousand and 00/100 Dollars (\$5,000) in the aggregate incurred prior to Effective Date.
- G. **Purchaser Indemnity.** Purchaser shall indemnify, defend and hold harmless Owner, either of Kevin Mattingly or Amanda Mattingly, their heirs or assigns (the "**Owner Indemnitees**") of and from any claim, demand, lawsuit, or action of any kind for injury to or death of persons occurring prior to the Closing Date, including, but not limited to, employees of Purchaser or Owner, and damage or destruction of property occurring prior to the Closing Date, including, but not limited to, property of Purchaser, any utility company or Owner, or other loss or damage incurred by Owner, arising out of (i) negligence or wilful misconduct of Purchaser, its agents, officers, directors, employees or contractors during the Purchase Option Period; or (ii) the material breach by Purchaser of any of its non-financial obligations under this Agreement. The obligation to indemnify shall extend to and encompass all costs incurred by Owner and any Owner Indemnitee in defending such claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. Purchaser's obligations pursuant to this Section shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or wilful misconduct of Owner, the Owner Indemnitees, or their respective agents, contractors, successors or assigns, or to the acts of third parties. Purchaser shall pay any cost that may be incurred by Owner or the Owner Indemnitees in enforcing this indemnity, including reasonable attorney fees. The indemnity provided in this Section shall be in addition to and not in derogation or substitution of any indemnity provided elsewhere in this Agreement and shall survive the termination or expiration of this Agreement for a period of one (1) year.
- H. **Owner's Right of First Refusal in event of Closing.** In any deed to Purchaser from Owner generated for closing this transaction upon the Exercise of the Option granted hereunder, Owner shall retain a right of first refusal granting to Owner, the survivor of them, or the heirs and assigns of such survivor (the "**Holder**"), the right, upon Purchaser's receipt of a bona fide offer to purchase the Property from a third party (the "**Third Party Offer**") which Purchaser intends to accept, to purchase the Property on the same terms and conditions and at the same purchase price as the Third Party Offer (the "**ROFR**"). Purchaser shall send notice of the Third Party Offer and its terms in accordance with the Agreement and to the address set forth therein for the Owner. Holder shall have ten (10) calendar days from receipt of the ROFR to exercise the ROFR by providing an executed agreement materially identical to the Third Party Offer to Purchaser, after which Holder shall be deemed to have refused to exercise its ROFR and Purchaser shall be freely able to sell the Property.

- I. **Purchaser Indemnification of Owner for Environmental Violations Occurring Post Closing Date.** Purchaser shall indemnify Owner and hold Owner, their heirs and assigns, harmless from and against any and all claims for hazardous substances release or other violation of environmental law occurring on or after the Closing Date.

Agreed and acknowledged:

OWNER:

Kevin Dale Mattingly
Name: Kevin Dale Mattingly

Dated: 10-16-2023

Amanda Catherine Mattingly
Name: Amanda Catherine Mattingly

Dated: 10/16/2023

PURCHASER:

FRON bn, LLC

a Delaware limited liability company

By: [Signature]
Name: Martin Hermann
Title: Manager

By: _____
Name: Ron Kiecana
Title: Chief Development Officer