

REAL ESTATE SALE AGREEMENT

This Real Estate Sale Agreement (“**Agreement**”) is by and between Mercer County II Solar Project, LLC, a Delaware limited liability company (“**Merger II**”), and Kentucky Utilities Company, a Kentucky corporation (“**Purchaser**”), and is effective as of the date of last signature by both Purchaser and Merger II on this Agreement (the “**Effective Date**”). Purchaser and Merger II are sometimes referred to herein individually as, a “**Party**” and collectively, the “**Parties.**”

RECITALS

WHEREAS, Merger II and Purchaser are parties to that certain Exclusivity Agreement dated January 13, 2023 (the “**Exclusivity Agreement**”), wherein the Parties have agreed to negotiate Purchaser’s potential acquisition of certain assets of Merger II or its affiliate(s), including 858.376 acres of that certain real property in Mercer County, Kentucky described on Exhibit A attached hereto and made a part hereof and depicted as Tract 1B on the plat map attached hereto as Exhibit A-1 along with a 50% undivided interest in the mineral rights underlying such real property as described on Exhibit A (collectively, the “**Property**”) in connection with the potential development of a solar energy project on the Property (the “**Project**”); and

WHEREAS, Merger II’s affiliate, Mercer County Solar Project, LLC (“**MC I**”) has exercised an option to purchase a larger tract of real property that includes the Property (the “**Parent Property**”) from the current fee owner, Ceres Farms LLC, an Indiana limited liability company (the “**Parent Property Owner**”) pursuant to that certain Real Estate Option Agreement by and between MC I and Parent Property Owner (the “**Option Agreement**”). The closing of the purchase of the Parent Property (which includes the Property) is currently scheduled on April 26, 2023 (the “**Closing Date**”); and

WHEREAS, prior to the Closing Date, Merger II or Merger II’s affiliate will cause the Parent Property to be subdivided in accordance with the zoning regulations of Mercer County, Kentucky, such that the Property shall be a separate and distinct tax parcel from the Parent Property on the Closing Date; and

WHEREAS, pursuant to the Option Agreement, Parent Property Owner is obligated to deliver a deed conveying the Parent Property to MC I *or its nominee* on the Closing Date; and

WHEREAS, pursuant to the terms and conditions herein, Merger II has agreed to cause Parent Property Owner to convey the Parent Property in two separate deeds on the Closing Date, with one deed conveying the Property directly from Parent Property Owner to Purchaser as MC I’s nominee, and a second deed conveying the balance of the Parent Property (the “**MC I Property**”) to MC I or an affiliate.

NOW, THEREFORE, in consideration of the foregoing recitals, the Exclusivity Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Property. Merger II hereby agrees to sell, or cause to be sold, to Purchaser, and Purchaser hereby agrees to purchase the Property, subject to the terms and conditions hereinafter set forth.

2. Purchase Price. The “**Purchase Price**” for the Property is Nine Million Eight Hundred Seventy-one Thousand Three Hundred Twenty-four and no/100 Dollars (\$9,871,324). Purchaser shall deliver the Purchase Price to Stewart Title Guaranty Company (the “**Title Company**”) in guaranteed funds pursuant to the Title Company’s wire instructions which shall be provided to Purchaser no later than five (5) Business Days prior to the Closing Date (defined below).

4. Closing. Subject to all the provisions and conditions of this Agreement, the “**Closing**” of this Agreement shall take place by mail, at the offices of the Title Company, or at any other place as the Parties may mutually agree on the Closing Date, or such other time and place as are mutually agreed to in writing. Possession shall be delivered at the Closing on the Closing Date, subject to the rights of Parent Property Owner and Farm Tenant (defined in Section 5(b)(i)) to access the Property after the Closing Date pursuant to the Option Agreement and the Post-Closing Access Agreement (defined in Section 5(b)). The act of Closing by the Parties is deemed evidence of satisfaction with respect to the conditions stated in Sections 7 and 8 of this Agreement.

5. Title; Survey Matters. Prior to the Effective Date, Mercer II has caused to be furnished to Purchaser a current commitment to issue a title policy, and all exception documents related thereto (the “**Title Commitment**”) issued through the Title Company and a current ALTA survey of the Property (the “**Survey**”) sufficient for the Purchaser to obtain survey coverage in the Title Policy (defined below). All matters disclosed in the Title Commitment shall be deemed “**Permitted Exceptions**”. In addition, that certain Access Agreement, by and among Parent Property Owner, Homestead Family Farms, LLC (the “**Farm Tenant**”), and MC I, dated March 15, 2023 (the “**Post-Closing Access Agreement**”) granting Parent Property Owner and Farm Tenant rights to access the Property after the Closing Date shall be deemed a Permitted Exception. On the Closing Date, Purchaser shall partially assume the rights and obligations of MC I with respect to the Post-Closing Access Agreement to the extent relating to the Property.

6. Mercer II’s Document Deliveries. Within five (5) days after the Effective Date, Mercer II shall deliver to Purchaser a copy of each survey, plat, zoning documents (including all stipulations, conditions and requirements related to zoning), potential layout, site plan, engineering study or report, environmental study or report, cost estimate and similar matters that are presently in the possession or control of Mercer II relating to the Property. If the Closing does not occur, then Purchaser shall be obligated to return all documents of Mercer II delivered to Purchaser hereunder within ten (10) days after termination or expiration of this Agreement.

7. Purchaser’s Conditions. The following are conditions to Purchaser’s obligation to purchase the Property and may be waived only by Purchaser. If any condition fails to occur as of the Closing Date, in Purchaser’s reasonable judgment, this Agreement may be terminated by Purchaser upon notice to Mercer II.

(a) Commitment for Title Policy. The Title Company is irrevocably committed to issue upon the Closing an ALTA Standard Owner’s Policy of Title Insurance, insuring Purchaser as owner of the surface of the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions (the “**Title Policy**”).

(b) Accuracy of Representations and Warranties: As of the Closing, each and every representation and warranty of Mercer II in this Agreement will be true and correct in all material respects, and Mercer II is not in default under any of its other obligations under this Agreement.

(c) Environmental Phase I Site Assessment. Mercer II has delivered to Purchaser a Phase I Environmental Site Assessment (the “**Phase I**”) dated within one hundred eighty (180) days of the Closing Date in a form sufficient to allow Purchaser to rely on the Phase I and confirming to Purchaser’s reasonable satisfaction that there is no contamination of Hazardous Materials (defined below) on the property or other environmental conditions limiting the use of Property. “**Hazardous Materials**” means any elements, compounds, or chemicals that are defined, listed or otherwise classified as contaminants, pollutants, petroleum products, toxic pollutants, toxic or hazardous substances, extremely hazardous substances or chemicals, hazardous wastes or special wastes as defined in any Environmental Law. “**Environmental Law**” shall mean any law governing the generation, manufacture, production, use, storage, release, discharge, transportation or presence of any substance, material or waste which is now or hereafter classified as a Hazardous Material.

(d) Subdivision of Property. Mercer II has obtained, at its sole cost and expense, all subdivision plats and approvals as required by applicable law to subdivide the Property from the Parent Property.

(e) Delivery of Closing Deliverables: Mercer II will have delivered, or caused to be delivered, the following items, duly executed and acknowledged by Mercer II or Parent Property Owner, as applicable, to the Title Company on or before the Closing Date:

(i) a general warranty deed in the form attached hereto as Exhibit B (the “**Deed**”), subject only to the Permitted Exceptions, pursuant to which Parent Property Owner conveys all interest in the Property to Purchaser;

(ii) a certificate with respect to Section 1445 of the Internal Revenue Code stating, among other things, that Parent Property Owner is not a foreign entity as defined in the Internal Revenue Code and I.R.S. Regulations;

(iii) a closing statement showing the prorations and disbursements in connection with the Closing (the “**Closing Statement**”);

(iv) a partial assignment and assumption agreement of the Post-Closing Access Agreement in substantially the form attached hereto as Exhibit C (the “**Partial Assignment of Post-Closing Access Agreement**”); and

(v) any other documents reasonably necessary or appropriate to complete and evidence the transactions contemplated by this Agreement, as reasonably requested by the Title Company, including without limitation a standard title company owner’s affidavit in a form reasonably acceptable to Parent Property Owner.

8. Mercer II's Conditions. The following are conditions to the obligations of Mercer II to sell the Property and may only be waived by Mercer II. If any condition fails to occur as of the Closing Date, in the reasonable judgment of Mercer II, this Agreement may be terminated by Mercer II upon notice to Purchaser.

(a) Accuracy of Representations and Warranties: As of the Closing, each and every representation and warranty of Purchaser in this Agreement will be true and correct in all material respects, and Purchaser will not be in default under any of its other obligations under this Agreement.

(b) Delivery of Closing Deliverables. Purchaser will have delivered the following items, executed and acknowledged by Purchaser, as applicable, to the Title Company on or before the Closing Date:

(i) the Purchase Price and any other funds required for the Closing which shall be held by the Title Company in escrow and disbursed directly to Parent Property Owner pursuant to closing instructions of Mercer II and Purchaser;

(ii) a counterpart to the Closing Statement;

(iii) a counterpart to the Partial Assignment of Post-Closing Access Agreement; and

(iv) an access easement in the form attached hereto as Exhibit "D" (the "**MC I Access Easement**"), benefiting the MC I Property and to be recorded subsequent to recording of the Deed.

(v) any other documents reasonably necessary or appropriate to complete and evidence the transactions contemplated by this Agreement, as reasonably requested by the Title Company.

9. Representations, Warranties, and Covenants.

(a) Mercer II's Representations, Warranties, and Covenants. Mercer II represents, warrants and covenants to Purchaser, as of the Effective Date and as of the Closing Date:

(i) Mercer II has full power and authority to enter into and perform this Agreement in accordance with its terms. This Agreement is a valid and binding obligation of Mercer II enforceable in accordance with its terms (subject to applicable law); Mercer II is validly existing under the laws of Delaware.

(ii) Mercer II is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.

(iii) Mercer II is not a person or entity that U.S. persons are restricted from doing business with under the regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking

Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

(iv) MC I has exercised an option to purchase the Parent Tract as described in the second recital of this agreement.

(b) Purchaser's Representations, Warranties, and Covenants: Purchaser represents, warrants, and covenants to Mercer II, as of the Effective Date and as of the Closing Date:

(i) Purchaser has full power and authority to enter into and perform this Agreement in accordance with its terms; this Agreement is the valid and binding obligation of Purchaser enforceable in accordance with its terms (subject to applicable law); Purchaser is validly existing under the laws of the state of Delaware.

(ii) Purchaser is not a person or entity with whom U.S. persons are restricted from doing business with under the regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism), the USA Patriot Act, or other governmental action;

(iii) None of the funds to be used for payment of the Purchase Price will be subject to 18 U.S.C. §§ 1956–1957 (Laundering of Money Instruments); 18 U.S.C. §§ 981–986 (Federal Asset Forfeiture); 18 U.S.C. § 881 (Drug Property Seizure); Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001; or USA Patriot Act;

(iv) In accordance with Section 9 and 11g of the Option Agreement, Purchaser shall:

(1) allow Parent Property Owner or Farm Tenant access to the Property after the Closing Date for purposes of harvesting agricultural products in accordance with industry standard practices; or

(2) if Purchaser commences construction of the Project prior to Parent Property Owner or Farm Tenant's exercise of its rights to harvest agricultural products, pay Parent Property Owner or the Farm Tenant the Full Value (as such term is defined in the Option Agreement) of agricultural products planted on any and all portions of the Property that are removed or damaged by Purchaser.

Purchaser shall indemnify and defend Seller from and against any and all claims, costs, liabilities or obligations (including reasonable attorneys' fees) arising out of or related in any manner to Purchaser's breach or failure to comply with the terms, covenants, and provisions of this Section 9(b)(iv).

The representations, warranties and covenants in this Section 9 shall not merge with the Deed but shall survive and be enforceable until twelve (12) months after the Closing Date.

10. Closing Costs and Prorations.

(a) Mercer II Costs: Mercer II will pay: (i) one-half (1/2) of the escrow fees and charges of the Tile Company; (ii) the costs of the Title Policy; (iii) its own attorneys' fees; and (iv) any other amounts that this Agreement specifically sets forth as a cost or expense of Mercer II at Closing.

(b) Purchaser Costs: Purchaser will pay: (i) one-half (1/2) of the escrow fees and charges of the Title Company; (ii) recording fees due in connection with the recordation of the Deed; (iii) any title insurance costs in excess of the cost of the Title Policy, including, but not limited to, the cost of any lender's title policy and any recording fees associated with such policy, the cost of any requested endorsements to the Title Policy, and the costs of any extended coverage Purchaser elects to purchase; (iv) its own attorneys' fees; and (v) any other amounts that this Agreement specifically sets forth as a cost or expense of Purchaser at Closing.

(c) Tax Prorations: All real property and personal property taxes and assessments related to the Property will be prorated on the basis of the number of days in the calendar year in which the Closing occurs. Purchaser shall assume and pay all taxes and installments of special assessments accruing after the Closing.

11. Defaults and Remedies; Limitation on Liabilities.

(a) Default and Remedies. If either Party breaches any term or provision of this Agreement (a "**Defaulting Party**"), and the Defaulting Party's breach continues for more than thirty (30) days after written notice from the non-defaulting Party shall be entitled to pursue any and all remedies and damages available at law or in equity.

(b) Limitation on Liabilities. Except for damages that may arise on account of such Party's fraud, misrepresentation, or a breach of obligations of confidentiality under this Agreement, or for damages related to Purchaser's failure to comply with or breach of Sections 9(b)(iv) no Party will be liable for incidental, indirect, consequential, punitive, exemplary, or special damages.

12. Anti-Corruption. Each Party represents, warrants, and covenants that in connection with this Agreement and the business resulting therefrom: (i) it is aware of and will comply with Anti-Corruption Laws; (ii) whether directly or indirectly, it has not made, offered, authorized, or accepted and will not make, offer, authorize, or accept any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate Anti-Corruption Laws. For the purposes of this Agreement, "**Anti-Corruption Laws**" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; and (b) all applicable federal, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any Government Official (defined below) or

any other person. Mercer II represents that Mercer II is not a Person with jurisdiction to issue any approval required for the Project. For purposes of this paragraph, the term “**Government Official**” shall mean any officer, employee, agent, or representative of any government, majority government-owned or controlled entity, instrumentality or any person acting in an official capacity, including any candidate, official, or representative of a political party.

13. Real Estate Commissions. Purchaser and Mercer II represent to each other that no broker or finder has been engaged by Purchaser or Mercer II in connection with this Agreement and each shall indemnify the other from and against any claims that a brokerage commission is owed by the indemnitor arising out of or related to this Agreement.

14. Entire Agreement and Manner of Modification. This Agreement, and any amendments or addenda hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing and dating all changes in this Agreement, or by written agreement signed by both parties.

15. Assignment. Purchaser shall not assign this Agreement, in whole or in part, without the prior written consent of Mercer II.

16. Notice. Any notice to be given to a party hereunder shall be in writing and shall be effective when delivered (a) personally, (b) mailed by nationally recognized overnight delivery service or certified mail, return receipt requested, postage prepaid, addressed to the recipient at the appropriate address first set forth below, (c) by facsimile upon receipt of a confirmation of delivery, or (d) electronic mail upon written confirmation of electronic receipt. Either party may change its address for notice by written notice thereof to the other party,

Mercer II: Mercer County II Solar Project, LLC
ATTN: Aaron Lipscomb
422 Admiral Boulevard
Kansas City, Missouri 64160
Email: alipscomb@savionenergy.com

Purchaser: Kentucky Utilities Company
Paul Weis, Manager Real Estate & Right of Way
820 West Broadway
Louisville, KY 40202
Email: paul.weis@lge-ku.com

17. Time. Time is of the essence in the performance of all obligations under this Agreement.

18. Confidentiality. Each of Mercer II and Purchaser will keep confidential all information obtained from the other Party concerning the Agreement, including without limitation the identity of the Parties, their owners, employees and affiliates, as well as their advisors, and the

existence and terms of this Agreement, except that such information may be disclosed to their employees, accountants, attorneys, and other advisors, as necessary for performance under the terms of this Agreement. Mercer II and Purchaser agree that, without the prior approval of the other, they will not issue, nor allow any of their affiliates or advisors or brokers to issue, any press release, advertisement, internet posting or other similar announcement, statement or disclosure of this Agreement or the Parties hereto (or their respective direct or indirect owners or affiliates), whether before or after the Closing, except to the extent otherwise required by law.

19. Partial Invalidity. If any provisions of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Waiver of Jury Trial. **PURCHASER AND MERCER II HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PURCHASER AND MERCER II ENTERING INTO THIS AGREEMENT.**

21. Legal Holidays and Business Days. If any date herein set forth for the performance of any obligations by Mercer II or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or Legal Holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next Business Day following such Saturday, Sunday or legal holiday. As used herein, the term “**Legal Holiday**” means any federal holiday for which financial institutions or post offices in the state in which the Property is located are generally closed for observance thereof. As used herein, the term “**Business Day**” shall mean a day which is not a Saturday, Sunday or legal holiday.

22. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Mercer II and Purchaser have contributed or had the opportunity to contribute substantially and materially to the preparation of this Agreement.

23. Counterparts. This Agreement may be signed in counterparts, with each being deemed an original and incorporated herein by reference.

24. Governing Law. This Agreement shall be governed by the laws of the state in which the Property is located.

25. Like Kind Exchange. Mercer II and Purchaser acknowledge that either Party may elect to effect the sale and purchase of the Property as an exchange pursuant to Section 1031 of the Internal Revenue Code, provided the electing Party utilizes the services of a “qualified intermediary” as defined in Treasury Regulation § 1.1031(k) (g)(4)(iii) (the “**Intermediary**”) to

effectuate such Section 1031 exchange. The electing Party is to give notice to the Title Company and the other Party of any intent to close subject to a Section 1031 exchange not less than five (5) Business Days prior to the Closing. Notwithstanding an assignment to or substitution of the Intermediary to act in place of the electing Party, the electing Party agrees to unconditionally guarantee the full and timely performance by the Intermediary of the representations, warranties, obligations, and undertakings of the Intermediary regarding a Section 1031 exchange, and in the event of breach, the other Party may proceed directly against the electing Party without the need to join the Intermediary. The other Party agrees to execute such documents as are reasonably necessary or appropriate and to cooperate with the electing Party to effectuate a Section 1031 exchange.

26. Repurchase Option. If Purchaser's application for a Certificate of Public Convenience and Necessity from the Kentucky Public Service Commission for the Project is denied ("CPCN"), Mercer II or an affiliate of Mercer II shall have the right (but not the obligation) to purchase from Purchaser all of the Property (the "**Repurchase Option**"). Mercer II shall exercise the Repurchase Option by delivering written notice (the "**Repurchase Notice**") to Purchaser within thirty (30) days after the denial of the CPCN is final and all applicable appeal periods have expired, whereupon:

(a) the closing of the transaction contemplated by the Repurchase Option (the "**Repurchase**") shall occur no later than thirty (30) days after Mercer II delivers the Repurchase Notice to Purchaser; and

(b) the terms and conditions of the Repurchase shall be upon the same terms and conditions of this Agreement, including the same Purchase Price.

This Section 26 shall survive the Closing Date for a period of twenty-four (24) months.

[Signatures on following page.]

IN WITNESS WHEREOF, Mercer II and Purchaser have executed this Agreement on the date(s) indicated below their respective signatures.

MERCER II:

MERCER COUNTY II SOLAR PROJECT, LLC

Dated: April 25, 20 23

By: DocuSigned by:
John Larigan
720B24CA8B4B411...

Name: John Larigan

Title: Authorized Person

Dated: April 25, 20 23

By: DocuSigned by:
Scott Zeimetz
A641E14A9D434CA...

Name: Scott Zeimetz

Title: Authorized Person

PURCHASER:

KENTUCKY UTILITIES COMPANY

Dated: April 24, 20 23

By: Paul Weis

Name: Paul Weis

Title: Manager, Real Estate & Right of Way

Exhibit A

DESCRIPTION OF THE PROPERTY AND MINERAL RIGHTS

Being a portion of that property acquired by CERES FARMS, LLC by deed dated the 31st day of March, 2015 and recorded in Deed Book 343, Page 417 in the Mercer County Clerk's Office, along with the undivided one-half (1/2) interest in mineral rights acquired by CERES FARMS, LLC by deed dated the 31st day of March, 2015 and recorded in Deed Book 343, Page 427 in the Mercer County Clerk's Office, in the following-described real property located in Mercer County.

Being more particularly described as follows:

Beginning at an iron pin set (5/8" x 18" steel rebar with aluminum survey cap stamped PLS #3816, as is typical for all set corner monuments), said pin located on the west edge of right-of-way of US Highway 127, 88 feet west of the baseline and 1909 feet south of Jackson Pike and north of Harrodsburg in Mercer County, Kentucky and **being the Point of Beginning for this description**; Thence with the right-of-way of US Highway 127 for the following two (2) courses: S04°39'40"E – 1782.43 feet to a point and S04°37'06"E – 20.04 feet to an iron pin found (PLS #3432), said pin located 88' west of the baseline of US Highway 127, and being the northeast corner of ESH (DB 371, PG 502); Thence leaving US Highway 127 and with ESH for the following three (3) courses: S89°12'15"W – 1194.00 feet to an iron pin found (PLS #3432), S04°49'14"E – 365.77 feet to an iron pin found (PLS #3432), N89°11'46"E – 1194.08 feet to an iron pin found (PLS #3432), said pin located on the west edge of right-of-way of US Highway 127, 83 feet west of the baseline; Thence with the right-of-way of US Highway 127 S04°52'08"E – 471.76 feet to an iron pin found (PLS #3432), said pin being the northeast corner of Cook (DB 308, PG 184); Thence leaving US Highway 127 and with Cook for the following two (2) courses: S82°40'14"W – 675.98 feet to an iron pin set, S00°52'10"E – 310.95 feet to an iron pin found (PLS #2850), said pin being along the north property boundary of Armstrong (DB 361, PG 838); Thence leaving Cook and with Armstrong for the following two (2) courses: N89°06'30"W – 1239.52 feet to a found railroad rail fixed in concrete, reference pin found (PLS #3118) to be located S13°03'19"E – 0.71 feet from rail and S00°58'24"W – 1115.92 feet to an iron pin found (rebar with no cap), said pin being the northwest property corner of James C. Justice Companies, Inc. (DB 330, PG 001); Thence leaving Armstrong and with James C. Justice Companies, Inc. for the following eleven (11) courses: S86°41'10"W – 145.76 feet to an iron pin found (PLS #3118), S22°55'47"W – 822.07 feet to an iron pin found (PLS #3118), S15°44'49"W – 670.90 feet to an iron pin found (PLS #3118), S02°24'36"E – 580.60 feet to an iron pin found (PLS #3118), S10°05'12"W – 413.60 feet to an iron pin found (PLS #3118), S21°30'45"W – 157.31 feet to an iron pin set, S21°31'27"W – 95.05 feet to an iron pin set, S69°07'19"E – 50.39 feet to an iron pin set, S22°02'30"W – 42.63 feet to an iron pin set, S21°34'17"W – 117.59 feet to an iron pin found (PLS #3118) and S63°55'42"E – 44.73 feet to an iron pin found (PLS #3118), said pin being on the north boundary of Tract 2 (Plat File C-045); Thence leaving James C. Justice Companies, Inc. and with Tract 2 the following seven (7) courses: S44°47'49"W – 285.29 feet to an iron pin found (PLS #3118), S23°11'37"W – 101.48 feet to an iron pin found (PLS #3118), S58°31'12"W – 109.69 feet to an iron pin found (PLS #3118), S38°12'51"W – 174.11 feet to an iron pin found (PLS #3118), S49°52'34"W – 160.73 feet to an iron pin found (PLS #3118), S60°28'10"W – 71.55 feet to an iron pin found (PLS #3118), S21°06'04"E – 367.14 feet to an iron pin found (PLS #447), said pin being the northeast corner of Lot 3, Block A of Spring Lake at Fountaine View (Plat File B-598); Thence leaving Tract 2 and

with northern boundaries of Spring Lake at Fountaine View the following six (6) courses: S75°11'22"W – 151.60 feet to an iron pin found (PLS #447), S75°57'30"W – 10.00 feet to an iron pin found (PLS #447), S38°35'22"W – 134.78 feet to an iron pin found (PLS #447), S38°39'34"W – 48.67 feet to an iron pin found (PLS #447), S87°48'19"W – 55.69 feet to an iron pin found (PLS #447), said pin is the northwest corner of Lot 1, Block A of Spring Lake at Fountaine View and is located on the east edge of right-of-way of Fountaine Trace, S88°09'49"W – 59.58 feet along the right-of-way of Fountaine Trace to an iron pin found (PLS #3118), said pin being the northeast corner of Lot 27 of Fountaine View Phase III (Plat File A-598), and located on the west edge of right-of-way of Fountaine Trace; Thence leaving Spring Lake at Fountaine View and with Fountaine View Phase III for the following twelve (12) courses: S83°41'52"W – 20.31 feet to an iron pin set, N40°53'40"W – 256.25 feet to an iron pin found (PLS #2850), S88°24'04"W – 72.97 feet to an iron pin found (PLS #2850), S87°46'11"W – 46.82 feet to an iron pin found (PLS #2850), N57°00'09"W – 111.81 feet to an iron pin found (PLS #2850), S66°32'21"W – 242.64 feet to an iron pin found (PLS #2850), N84°22'45"W – 84.36 feet to an iron pin found (PLS #2850), N63°47'32"W – 210.75 feet to an iron pin found (PLS #2850), N70°49'14"W – 188.94 feet to an iron pin found (PLS #3118), S07°22'52"W – 782.64 feet to an iron pin found (PLS #2850), S07°22'52"W – 210.02 feet to an iron pin found (rebar with no cap), S07°22'52"W – 210.02 feet to an iron pin found (PLS #2850), said pin being the northwest corner of Lot 20 of Fountain View Phase II (Plat File A-597); Thence leaving Fountain View Phase III and with Fountain View Phase II for the following three (3) courses: S07°22'52"W – 200.02 feet to an iron pin found (PLS #2850), S07°22'52"W – 200.02 feet to an iron pin found (PLS #2850), S07°25'42"W – 521.00 feet to an iron pin found (PLS #2850), said pin being the northwest corner of Lot 16; Thence with the west boundary of Lot 16 and a portion of the west boundary of Lot 10, Fountain View Phase I (Plat File A-589) S16°54'38"W – 144.96 feet to an iron pin found (PLS #3432), said pin being the northeast corner of Baker, Kirkland, and McGlone (DB 283, PG 419); Thence leaving Fountaine View Phase I and with Baker, Kirkland, and McGlone for the following two (2) courses: N77°52'48"W – 254.19 feet to an iron pin found (PLS #3118), S06°36'59"W – 224.15 feet to an iron pin set, said pin located on the north edge of right-of-way of KY Highway 390 – Bohon Road; Thence leaving Baker, Kirkland, and McGlone and with the right-of-way of Bohon Road for the following two (2) courses: N71°13'38"W – 1412.66 feet to a point, N68°45'26"W – 465.54 feet to an iron pin found (PLS #3118), said pin located on the east edge of right-of-way of Norfolk Southern Railroad, 33 feet from center of railroad; Thence leaving Bohon Road and with the right-of-way of Norfolk Southern Railroad for the following twelve (12) courses: N18°27'06"W – 620.28 feet to an iron pin found (PLS #3118), N12°39'08"W – 162.33 feet to an iron pin found (PLS #3118), N07°36'12"W – 131.69 feet to an iron pin found (PLS #3118), N04°21'26"W – 160.43 feet to a 36-inch diameter cherry tree, N02°27'19"W – 1538.46 feet to an iron pin found (PLS # 3118), N01°20'31"W – 127.95 feet to an iron pin found (PLS #3118), N01°27'28"E – 143.39 feet to an iron pin found (PLS #3118), N05°18'00"E – 144.42 feet to an iron pin found (PLS #3118), N06°31'44"E – 134.57 feet to an iron pin found (PLS #3816), N06°38'08"E – 1452.65 feet to point, said point referenced by an iron pin found (PLS #3118) located 0.79 feet west of corner, S87°26'38"E – 1.00 feet to an iron pin found (PLS #3118) and N06°35'14"E – 886.45 to an iron pin set 34' from the center of the railroad; Thence leaving Norfolk Southern Railroad and across the property of Ceres Farms, LLC the following three (3) courses: S87°17'00"E – 2567.83 feet to an iron pin set, N00°00'00"W – 4254.62 feet to an iron pin set and S00°00'00"E – 4247.69 feet to the point of beginning and containing 858.376 acres by survey.

This description prepared from a physical survey conducted by VANTAGE Engineering PLC, Kendal Wise, Kentucky PLS #3816 dated the 2nd day of March, 2023.

+

Exhibit B

FORM OF DEED

[See attached.]

GENERAL WARRANTY DEED

THIS INDENTURE, made effective as of the ____ day of April 2023, by and between Ceres Farms, LLC, an Indiana limited liability company, having an address of 806 Howard Street, Suite 200, South Bend, Indiana 46617 (“**Grantor**”), and Kentucky Utilities Company, a Kentucky corporation, having an address of 820 West Broadway, Louisville, Kentucky 40202, which is the in-care-of address for property tax bill purposes (“**Grantee**”).

WITNESSETH, THAT in consideration of [_____ DOLLARS (\$_____)] and other good and valuable consideration to Grantor duly paid, the receipt of which is hereby acknowledged, Grantor does by these presents GRANT, BARGAIN, SELL, CONVEY and WARRANT unto Grantee and Grantee’s successors and assigns, the property in Mercer County, Kentucky, described in Exhibit “A” attached hereto and incorporated herein by this reference, together with all improvements thereon (collectively, the “**Property**”).

TO HAVE AND TO HOLD the Property with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, unto Grantee and Grantee’s successors and assigns, forever, Grantor hereby covenanting that Grantor is lawfully seized of an indefeasible estate in fee of the Property, that Grantor has good right to convey the same, that the Property is free and clear from any encumbrance, and that Grantor will warrant and defend the title to the Property unto Grantee and Grantee’s successors and assigns forever against the claims and demands of all persons whomsoever, and subject to the hereinafter set out exceptions, Grantor will WARRANT GENERALLY the title to said Property.

CONSIDERATION CERTIFICATE

Pursuant to KRS 382.135 and first being duly sworn, Grantor and Grantee certify that the consideration reflected herein is the full consideration paid for the above-described Property. Grantee joins in the execution of this Deed for the sole purpose of certifying the amount of the consideration.

GRANTEE:

KENTUCKY UTILITIES COMPANY

By: _____

Printed Name: Paul Weis

Title: Manager, Real Estate & Right of Way

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me on this _____ day of April, 2023, by _____, as _____ of Kentucky Utilities Company, a Kentucky corporation, Grantee herein, on behalf of said corporation.

[AFFIX SEAL]

NOTARY PUBLIC

Notary ID No.: _____

My Commission Expires: _____

THIS INSTRUMENT PREPARED
WITHOUT BENEFIT OF TITLE EXAMINATION BY:

Brady W. Dunnigan
STITES & HARBISON, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

UPON RECORDING, PLEASE RETURN TO:

Savion LLC
422 Admiral Blvd.
Kansas City, Missouri 64106

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Being a portion of that property acquired by CERES FARMS, LLC, by deed from FERRIS FARMS, LTD., a Texas partnership, dated the 31st day of March, 2015, and recorded in Deed Book 343, Page 417 in the Mercer County Clerk's Office.

Being Tract _____ as shown on the Minor Subdivision Plat of record in Plat Book _____, Page _____ in the Office of the Clerk of Mercer County, Kentucky, and which Tract _____ is more particularly described as follows:

Beginning at an iron pin set (5/8" x 18" steel rebar with aluminum survey cap stamped PLS #3816, as is typical for all set corner monuments), said pin located on the west edge of right-of-way of US Highway 127, 88 feet west of the baseline and 1909 feet south of Jackson Pike and north of Harrodsburg in Mercer County, Kentucky and **being the Point of Beginning for this description**; Thence with the right-of-way of US Highway 127 for the following two (2) courses: S04°39'40"E – 1782.43 feet to a point and S04°37'06"E – 20.04 feet to an iron pin found (PLS #3432), said pin located 88' west of the baseline of US Highway 127, and being the northeast corner of ESH (DB 371, PG 502); Thence leaving US Highway 127 and with ESH for the following three (3) courses: S89°12'15"W – 1194.00 feet to an iron pin found (PLS #3432), S04°49'14"E – 365.77 feet to an iron pin found (PLS #3432), N89°11'46"E – 1194.08 feet to an iron pin found (PLS #3432), said pin located on the west edge of right-of-way of US Highway 127, 83 feet west of the baseline; Thence with the right-of-way of US Highway 127 S04°52'08"E – 471.76 feet to an iron pin found (PLS #3432), said pin being the northeast corner of Cook (DB 308, PG 184); Thence leaving US Highway 127 and with Cook for the following two (2) courses: S82°40'14"W – 675.98 feet to an iron pin set, S00°52'10"E – 310.95 feet to an iron pin found (PLS #2850), said pin being along the north property boundary of Armstrong (DB 361, PG 838); Thence leaving Cook and with Armstrong for the following two (2) courses: N89°06'30"W – 1239.52 feet to a found railroad rail fixed in concrete, reference pin found (PLS #3118) to be located S13°03'19"E – 0.71 feet from rail and S00°58'24"W – 1115.92 feet to an iron pin found (rebar with no cap), said pin being the northwest property corner of James C. Justice Companies, Inc. (DB 330, PG 001); Thence leaving Armstrong and with James C. Justice Companies, Inc. for the following eleven (11) courses: S86°41'10"W – 145.76 feet to an iron pin found (PLS #3118), S22°55'47"W – 822.07 feet to an iron pin found (PLS #3118), S15°44'49"W – 670.90 feet to an iron pin found (PLS #3118), S02°24'36"E – 580.60 feet to an iron pin found (PLS #3118), S10°05'12"W – 413.60 feet to an iron pin found (PLS #3118), S21°30'45"W – 157.31 feet to an iron pin set, S21°31'27"W – 95.05 feet to an iron pin set, S69°07'19"E – 50.39 feet to an iron pin set, S22°02'30"W – 42.63 feet to an iron pin set, S21°34'17"W – 117.59 feet to an iron pin found (PLS #3118) and S63°55'42"E – 44.73 feet to an iron pin found (PLS #3118), said pin being on the north boundary of Tract 2 (Plat File C-045); Thence leaving James C. Justice Companies, Inc. and with Tract 2 the following seven (7) courses: S44°47'49"W – 285.29 feet to an iron pin found (PLS #3118), S23°11'37"W – 101.48 feet to an iron pin found (PLS #3118), S58°31'12"W – 109.69 feet to an iron pin found (PLS #3118), S38°12'51"W – 174.11 feet to an iron pin found (PLS #3118), S49°52'34"W – 160.73 feet to an iron pin found (PLS #3118), S60°28'10"W – 71.55 feet to an iron pin found (PLS #3118), S21°06'04"E – 367.14 feet to an iron pin found (PLS #447), said pin being the northeast corner of Lot 3, Block A of Spring Lake at Fountaine View (Plat File B-598); Thence leaving Tract 2 and

with northern boundaries of Spring Lake at Fountaine View the following six (6) courses: S75°11'22"W – 151.60 feet to an iron pin found (PLS #447), S75°57'30"W – 10.00 feet to an iron pin found (PLS #447), S38°35'22"W – 134.78 feet to an iron pin found (PLS #447), S38°39'34"W – 48.67 feet to an iron pin found (PLS #447), S87°48'19"W – 55.69 feet to an iron pin found (PLS #447), said pin is the northwest corner of Lot 1, Block A of Spring Lake at Fountaine View and is located on the east edge of right-of-way of Fountaine Trace, S88°09'49"W – 59.58 feet along the right-of-way of Fountaine Trace to an iron pin found (PLS #3118), said pin being the northeast corner of Lot 27 of Fountaine View Phase III (Plat File A-598), and located on the west edge of right-of-way of Fountaine Trace; Thence leaving Spring Lake at Fountaine View and with Fountaine View Phase III for the following twelve (12) courses: S83°41'52"W – 20.31 feet to an iron pin set, N40°53'40"W – 256.25 feet to an iron pin found (PLS #2850), S88°24'04"W – 72.97 feet to an iron pin found (PLS #2850), S87°46'11"W – 46.82 feet to an iron pin found (PLS #2850), N57°00'09"W – 111.81 feet to an iron pin found (PLS #2850), S66°32'21"W – 242.64 feet to an iron pin found (PLS #2850), N84°22'45"W – 84.36 feet to an iron pin found (PLS #2850), N63°47'32"W – 210.75 feet to an iron pin found (PLS #2850), N70°49'14"W – 188.94 feet to an iron pin found (PLS #3118), S07°22'52"W – 782.64 feet to an iron pin found (PLS #2850), S07°22'52"W – 210.02 feet to an iron pin found (rebar with no cap), S07°22'52"W – 210.02 feet to an iron pin found (PLS #2850), said pin being the northwest corner of Lot 20 of Fountain View Phase II (Plat File A-597); Thence leaving Fountain View Phase III and with Fountain View Phase II for the following three (3) courses: S07°22'52"W – 200.02 feet to an iron pin found (PLS #2850), S07°22'52"W – 200.02 feet to an iron pin found (PLS #2850), S07°25'42"W – 521.00 feet to an iron pin found (PLS #2850), said pin being the northwest corner of Lot 16; Thence with the west boundary of Lot 16 and a portion of the west boundary of Lot 10, Fountain View Phase I (Plat File A-589) S16°54'38"W – 144.96 feet to an iron pin found (PLS #3432), said pin being the northeast corner of Baker, Kirkland, and McGlone (DB 283, PG 419); Thence leaving Fountaine View Phase I and with Baker, Kirkland, and McGlone for the following two (2) courses: N77°52'48"W – 254.19 feet to an iron pin found (PLS #3118), S06°36'59"W – 224.15 feet to an iron pin set, said pin located on the north edge of right-of-way of KY Highway 390 – Bohon Road; Thence leaving Baker, Kirkland, and McGlone and with the right-of-way of Bohon Road for the following two (2) courses: N71°13'38"W – 1412.66 feet to a point, N68°45'26"W – 465.54 feet to an iron pin found (PLS #3118), said pin located on the east edge of right-of-way of Norfolk Southern Railroad, 33 feet from center of railroad; Thence leaving Bohon Road and with the right-of-way of Norfolk Southern Railroad for the following twelve (12) courses: N18°27'06"W – 620.28 feet to an iron pin found (PLS #3118), N12°39'08"W – 162.33 feet to an iron pin found (PLS #3118), N07°36'12"W – 131.69 feet to an iron pin found (PLS #3118), N04°21'26"W – 160.43 feet to a 36-inch diameter cherry tree, N02°27'19"W – 1538.46 feet to an iron pin found (PLS # 3118), N01°20'31"W – 127.95 feet to an iron pin found (PLS #3118), N01°27'28"E – 143.39 feet to an iron pin found (PLS #3118), N05°18'00"E – 144.42 feet to an iron pin found (PLS #3118), N06°31'44"E – 134.57 feet to an iron pin found (PLS #3816), N06°38'08"E – 1452.65 feet to point, said point referenced by an iron pin found (PLS #3118) located 0.79 feet west of corner, S87°26'38"E – 1.00 feet to an iron pin found (PLS #3118) and N06°35'14"E – 886.45 to an iron pin set 34' from the center of the railroad; Thence leaving Norfolk Southern Railroad and across the property of Ceres Farms, LLC the following three (3) courses: S87°17'00"E – 2567.83 feet to an iron pin set, N00°00'00"W – 4254.62 feet to an iron pin set and S00°00'00"E – 4247.69 feet to the point of beginning and containing 858.376 acres by survey.

This description prepared from a physical survey conducted by VANTAGE Engineering PLC, Kendal Wise, Kentucky PLS #3816 dated the 2nd day of March, 2023.

Also being all of the undivided $\frac{1}{2}$ interest in mining rights associated with the above-described property acquired by CERES FARMS, LLC, by deed from FERRIS FARMS, LTD., a Texas partnership, dated the 31st day of March, 2015, and recorded in Deed Book 343, Page 427 in the Mercer County Clerk's Office.

EXHIBIT C

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), dated as of April 26, 2023 (the “**Effective Date**”), is entered into by and between Mercer County Solar Project, LLC, a Delaware limited liability company, whose address is 422 Admiral Boulevard, Kansas City, Missouri 64106 (“**Assignor**”), and Kentucky Utilities Company, a Kentucky corporation, whose address is 820 West Broadway, Louisville, Kentucky (“**Assignee**”).

WHEREAS, reference is made to that certain Access Agreement, dated as of March 15, 2023, by and among Assignor, Ceres Farms, LLC, an Indiana limited liability company, and Homestead Family Farms, LLC, a Kentucky limited liability company, a copy of which is attached hereto as Exhibit A (the “**Access Agreement**”) relating to the real property described therein (the “**Parent Property**”);

WHEREAS, the Parent Property consists of two tracts of property, with one tract of property being owned by Assignor, and one tract of property being owned by Assignee (the “**Assignee Property**”);

WHEREAS, Assignor has agreed to assign, transfer and convey to Assignee, and Assignee has agreed to receive, accept and assume from Assignor, all of Assignor’s right, title and interest in and to the Access Agreement solely as it pertains to the Assignee Property (the “**Assignment**”) solely to the extent the Access Agreement pertains to the Assignee Property.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment**. Assignor hereby sells, assigns, transfers and sets over onto Assignee all of Assignor’s right, title and interest in and to the Access Agreement solely as it pertains to the Assignee Property, subject to all the conditions, covenants, agreements, restrictions, provisions, terms and rentals contained in the Access Agreement. Assignor represents and warrants that Exhibit A is a true and complete copy of the Access Agreement.

2. **Acceptance**. Assignee does hereby accept and assume all of Assignor’s right, title and interest in and to the Access Agreement solely as it pertains to the Assignee Property, and does hereby agree to perform each and every obligation, covenant and duty to be performed by the Assignor under the Access Agreement solely as it pertains to the Assignee Property.

3. **Binding Nature**. This Assignment will be binding upon and will inure to the benefit of the parties hereto, their executors, administrators, successors-in-interest and assigns.

4. **Governing Law.** This Assignment will be governed by the laws of the State of Kentucky without giving effect to any conflict or choice of law provision.

5. **Further Assurances.** From time to time after the date hereof, at the reasonable request of the other, each of Assignor and Assignee agrees to execute and deliver any further instruments and take any further action as may be reasonably requested to carry out the transactions contemplated hereby.

6. **Counterparts.** This Agreement may be executed in one or more counterparts (including by facsimile or by an electronic scan delivered by electronic mail), each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement and shall become effective when counterparts have been signed by Assignor and Assignee and delivered to the other of the two, it being understood that all parties need not sign the same counterpart.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, delivered, and effective as of the Effective Date.

ASSIGNOR:

MERCER COUNTY SOLAR PROJECT, LLC,
a Delaware limited liability company

By: _____
Aaron Lipscomb, Authorized Person

By: _____
Name: _____
Title: Authorized Person

ASSIGNEE:

Kentucky Utilities Company,
a Kentucky corporation

By: _____
Name: Paul Weis
Title: Manager, Real Estate & Right of Way

EXHIBIT A to Exhibit C

COPY OF ACCESS AGREEMENT

[See attached.]

EXHIBIT D

FORM OF MC I ACCESS EASEMENT

[See attached.]

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made as of the _____ day of April, 2023 (the “**Effective Date**”), by and between KENTUCKY UTILITIES COMPANY, a Kentucky corporation, with an address of 820 West Broadway, Louisville, Kentucky 40202 (“**Grantor**”), and MERCER COUNTY SOLAR PROJECT, LLC, a Delaware limited liability company, with an address of 422 Admiral Blvd, Kansas City, Missouri 64106 (“**Grantee**”), with reference to the following recitals:

WHEREAS, Grantor owns the real property located in Mercer County, Kentucky, as legally described on Exhibit “A” attached hereto and incorporated herein by this reference (the “**Property**”).

WHEREAS, Grantee desires to obtain an easement over the Property in connection with and benefitting that certain land Owned by Grantee and legally described on Exhibit “B” attached hereto and incorporated herein by this reference (the “**Benefited Property**”), in Mercer County, Kentucky.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the foregoing recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant and Term of Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns in perpetuity an easement hereinafter described (the “**Easement**”) for access over and across the Property. The Easement shall be a non-exclusive easement in, upon, over, across, along and above the Easement Area, as generally shown as the 50-foot wide access easement corridor identified as “Easement 1” on the Map of Easement attached hereto and incorporated herein by this reference as Exhibit “A-1”, and described on Exhibit “A-2” attached hereto and incorporated herein by this reference, referred to herein as the “**Easement Area**”. It is the intention of Grantor and Grantee that the rights granted herein shall run with the land.

2. **Nature of Easement; Grantor Reservation of Rights.** The Easement includes, without limitation, the right of access, ingress and egress on, over and across the Easement Area, which shall include the right to maintain, replace, widen and improve the existing road within the

Easement Area. Grantor reserves and shall continue to enjoy the surface and subsurface of the Easement Area for all purposes which do not interfere with Grantee's use of the Easement or prevent the use by the Grantee or the Benefited Property. Notwithstanding the foregoing, Grantor agrees not to erect any obstruction on the Easement Area.

3. **No Abandonment or Overburdening.** No act or failure to act on the part of Grantee or any other person or entity shall be deemed to constitute an abandonment of the Easement or any portion thereof. Without limiting the generality of the foregoing, nonuse of any portion of the Easement or the Easement Area by Grantee shall not prevent Grantee in the future from using the entire width and scope of the Easement and the Easement Area in the event the same is needed. No use of or improvement to the Easement Area or any other lands, no transfer of all or any portion of Grantee's interest under this Agreement or in the Easement Area, and no use or improvement of the Easement Area or any other lands resulting from any such transfer, shall, separately or in the aggregate, constitute an overburdening of the Easement.

4. **Indemnity.** Grantee and Grantor shall each indemnify and hold the other party and such other party's grantees, heirs, successors and assigns harmless from and against any losses, damages, expenses and liabilities to the extent resulting from the other party's use of the Easement Area, except to the extent caused by the gross negligence or willful misconduct of such party, their agents, employees, contractors, invitees or licensees.

5. **Appurtenance.** The Easement shall be appurtenant to the Benefited Property and to Grantee's interest therein. Grantor acknowledges that the boundaries of such Benefited Property are subject to change.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

GRANTEE: MERCER COUNTY SOLAR PROJECT, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF MISSOURI)

) ss.

COUNTY OF JACKSON)

The foregoing instrument was subscribed, sworn to and acknowledged before me on this _____ day of April, 2023, by _____, as _____ of Mercer County Solar Project, LLC, a Delaware limited liability company, Grantee herein, on behalf of said company.

[AFFIX SEAL]

NOTARY PUBLIC

Notary ID No.: _____

My Commission Expires: _____

THIS INSTRUMENT PREPARED
WITHOUT BENEFIT OF TITLE EXAMINATION BY:

Brady W. Dunnigan
STITES & HARBISON, PLLC
250 West Main Street, Suite 2300
Lexington, Kentucky 40507
(859) 226-2300

UPON RECORDING, PLEASE RETURN TO:

Savion LLC
422 Admiral Blvd.
Kansas City, Missouri 64106

EXHIBIT "A"

THE PROPERTY

Being all of that property acquired by KENTUCKY UTILITIES COMPANY by deed from CERES FARMS, LLC, an Indiana limited liability company, dated the ___ day of April, 2023, of record in Deed Book ____, Page ____ in the Mercer County Clerk's Office.

Being Tract ____ as shown on the Minor Subdivision Plat of record in Plat Book ____, Page ____ in the Office of the Clerk of Mercer County, Kentucky, and which Tract ____ is more particularly described as follows:

Beginning at an iron pin set (5/8" x 18" steel rebar with aluminum survey cap stamped PLS #3816, as is typical for all set corner monuments), said pin located on the west edge of right-of-way of US Highway 127, 88 feet west of the baseline and 1909 feet south of Jackson Pike and north of Harrodsburg in Mercer County, Kentucky and **being the Point of Beginning for this description;** Thence with the right-of-way of US Highway 127 for the following two (2) courses: S04°39'40"E – 1782.43 feet to a point and S04°37'06"E – 20.04 feet to an iron pin found (PLS #3432), said pin located 88' west of the baseline of US Highway 127, and being the northeast corner of ESH (DB 371, PG 502); Thence leaving US Highway 127 and with ESH for the following three (3) courses: S89°12'15"W – 1194.00 feet to an iron pin found (PLS #3432), S04°49'14"E – 365.77 feet to an iron pin found (PLS #3432), N89°11'46"E – 1194.08 feet to an iron pin found (PLS #3432), said pin located on the west edge of right-of-way of US Highway 127, 83 feet west of the baseline; Thence with the right-of-way of US Highway 127 S04°52'08"E – 471.76 feet to an iron pin found (PLS #3432), said pin being the northeast corner of Cook (DB 308, PG 184); Thence leaving US Highway 127 and with Cook for the following two (2) courses: S82°40'14"W – 675.98 feet to an iron pin set, S00°52'10"E – 310.95 feet to an iron pin found (PLS #2850), said pin being along the north property boundary of Armstrong (DB 361, PG 838); Thence leaving Cook and with Armstrong for the following two (2) courses: N89°06'30"W – 1239.52 feet to a found railroad rail fixed in concrete, reference pin found (PLS #3118) to be located S13°03'19"E – 0.71 feet from rail and S00°58'24"W – 1115.92 feet to an iron pin found (rebar with no cap), said pin being the northwest property corner of James C. Justice Companies, Inc. (DB 330, PG 001); Thence leaving Armstrong and with James C. Justice Companies, Inc. for the following eleven (11) courses: S86°41'10"W – 145.76 feet to an iron pin found (PLS #3118), S22°55'47"W – 822.07 feet to an iron pin found (PLS #3118), S15°44'49"W – 670.90 feet to an iron pin found (PLS #3118), S02°24'36"E – 580.60 feet to an iron pin found (PLS #3118), S10°05'12"W – 413.60 feet to an iron pin found (PLS #3118), S21°30'45"W – 157.31 feet to an iron pin set, S21°31'27"W – 95.05 feet to an iron pin set, S69°07'19"E – 50.39 feet to an iron pin set, S22°02'30"W – 42.63 feet to an iron pin set, S21°34'17"W – 117.59 feet to an iron pin found (PLS #3118) and S63°55'42"E – 44.73 feet to an iron pin found (PLS #3118), said pin being on the north boundary of Tract 2 (Plat File C-045); Thence leaving James C. Justice Companies, Inc. and with Tract 2 the following seven (7) courses: S44°47'49"W – 285.29 feet to an iron pin found (PLS #3118), S23°11'37"W – 101.48 feet to an iron pin found (PLS #3118), S58°31'12"W – 109.69 feet to an iron pin found (PLS #3118), S38°12'51"W – 174.11 feet to an iron pin found (PLS #3118), S49°52'34"W – 160.73 feet to an iron pin found (PLS #3118), S60°28'10"W – 71.55 feet to an iron pin found (PLS #3118),

S21°06'04"E – 367.14 feet to an iron pin found (PLS #447), said pin being the northeast corner of Lot 3, Block A of Spring Lake at Fountaine View (Plat File B-598); Thence leaving Tract 2 and with northern boundaries of Spring Lake at Fountaine View the following six (6) courses: S75°11'22"W – 151.60 feet to an iron pin found (PLS #447), S75°57'30"W – 10.00 feet to an iron pin found (PLS #447), S38°35'22"W – 134.78 feet to an iron pin found (PLS #447), S38°39'34"W – 48.67 feet to an iron pin found (PLS #447), S87°48'19"W – 55.69 feet to an iron pin found (PLS #447), said pin is the northwest corner of Lot 1, Block A of Spring Lake at Fountaine View and is located on the east edge of right-of-way of Fountaine Trace, S88°09'49"W – 59.58 feet along the right-of-way of Fountaine Trace to an iron pin found (PLS #3118), said pin being the northeast corner of Lot 27 of Fountaine View Phase III (Plat File A-598), and located on the west edge of right-of-way of Fountaine Trace; Thence leaving Spring Lake at Fountaine View and with Fountaine View Phase III for the following twelve (12) courses: S83°41'52"W – 20.31 feet to an iron pin set, N40°53'40"W – 256.25 feet to an iron pin found (PLS #2850), S88°24'04"W – 72.97 feet to an iron pin found (PLS #2850), S87°46'11"W – 46.82 feet to an iron pin found (PLS #2850), N57°00'09"W – 111.81 feet to an iron pin found (PLS #2850), S66°32'21"W – 242.64 feet to an iron pin found (PLS #2850), N84°22'45"W – 84.36 feet to an iron pin found (PLS #2850), N63°47'32"W – 210.75 feet to an iron pin found (PLS #2850), N70°49'14"W – 188.94 feet to an iron pin found (PLS #3118), S07°22'52"W – 782.64 feet to an iron pin found (PLS #2850), S07°22'52"W – 210.02 feet to an iron pin found (rebar with no cap), S07°22'52"W – 210.02 feet to an iron pin found (PLS #2850), said pin being the northwest corner of Lot 20 of Fountain View Phase II (Plat File A-597); Thence leaving Fountain View Phase III and with Fountain View Phase II for the following three (3) courses: S07°22'52"W – 200.02 feet to an iron pin found (PLS #2850), S07°22'52"W – 200.02 feet to an iron pin found (PLS #2850), S07°25'42"W – 521.00 feet to an iron pin found (PLS #2850), said pin being the northwest corner of Lot 16; Thence with the west boundary of Lot 16 and a portion of the west boundary of Lot 10, Fountain View Phase I (Plat File A-589) S16°54'38"W – 144.96 feet to an iron pin found (PLS #3432), said pin being the northeast corner of Baker, Kirkland, and McGlone (DB 283, PG 419); Thence leaving Fountaine View Phase I and with Baker, Kirkland, and McGlone for the following two (2) courses: N77°52'48"W – 254.19 feet to an iron pin found (PLS #3118), S06°36'59"W – 224.15 feet to an iron pin set, said pin located on the north edge of right-of-way of KY Highway 390 – Bohon Road; Thence leaving Baker, Kirkland, and McGlone and with the right-of-way of Bohon Road for the following two (2) courses: N71°13'38"W – 1412.66 feet to a point, N68°45'26"W – 465.54 feet to an iron pin found (PLS #3118), said pin located on the east edge of right-of-way of Norfolk Southern Railroad, 33 feet from center of railroad; Thence leaving Bohon Road and with the right-of-way of Norfolk Southern Railroad for the following twelve (12) courses: N18°27'06"W – 620.28 feet to an iron pin found (PLS #3118), N12°39'08"W – 162.33 feet to an iron pin found (PLS #3118), N07°36'12"W – 131.69 feet to an iron pin found (PLS #3118), N04°21'26"W – 160.43 feet to a 36-inch diameter cherry tree, N02°27'19"W – 1538.46 feet to an iron pin found (PLS # 3118), N01°20'31"W – 127.95 feet to an iron pin found (PLS #3118), N01°27'28"E – 143.39 feet to an iron pin found (PLS #3118), N05°18'00"E – 144.42 feet to an iron pin found (PLS #3118), N06°31'44"E – 134.57 feet to an iron pin found (PLS #3816), N06°38'08"E – 1452.65 feet to point, said point referenced by an iron pin found (PLS #3118) located 0.79 feet west of corner, S87°26'38"E – 1.00 feet to an iron pin found (PLS #3118) and N06°35'14"E – 886.45 to an iron pin set 34' from the center of the railroad; Thence leaving Norfolk Southern Railroad and across the property of Ceres Farms, LLC the following three (3) courses: S87°17'00"E – 2567.83 feet to

an iron pin set, N00°00'00"W – 4254.62 feet to an iron pin set and S00°00'00"E – 4247.69 feet to the point of beginning and containing 858.376 acres by survey.
This description prepared from a physical survey conducted by VANTAGE Engineering PLC, Kendal Wise, Kentucky PLS #3816 dated the 2nd day of March, 2023.

EXHIBIT "A-2"

DESCRIPTION OF EASEMENT

Being a portion of that property acquired by KENTUCKY UTILITIES COMPANY by deed from CERES FARMS, LLC, an Indiana limited liability company, dated the ___ day of April, 2023, of record in Deed Book ____, Page ____ in the Mercer County Clerk's Office.

Being the centerline of a 50 feet wide access easement more particularly described as follows:

Beginning at a point in the center of an asphalt driveway, said point being 25.06 feet north of the northeast property corner of Esh Properties, LLC (DB 371, PG 502) and on the west edge of right-of-way of US Highway 127, 88 feet west of the highway baseline in Harrodsburg, Mercer County, Kentucky and being the **point of Beginning for this description**; Thence leaving US Highway 127 and crossing Ceres Farms, LLC the following four (4) courses: S89°12'15"W – 1604.63 feet to a point, N87°38'50"W – 1514.45 feet to a point, N78°06'00"W – 257.48 feet to a point and N82°19'55"W – 1031.76 feet to a point in the asphalt driveway, said point being on the east boundary of Tract A.

This description prepared from a physical survey conducted by VANTAGE Engineering PLC, Kendal Wise, Kentucky PLS #3816 dated the 2nd day of March, 2023.

EXHIBIT "B"

BENEFITED PROPERTY

Being a portion of that property acquired by MERCER COUNTY SOLAR PROJECT, LLC, by deed from CERES FARMS, LLC, an Indiana limited liability company, dated the ____ day of April, 2023, of record in Deed Book ____, Page ____ in the Mercer County Clerk's Office.

Being more particularly described as follows:

Beginning at an iron pin set (5/8" x 18" steel rebar with aluminum survey cap stamped PLS #3816, as is typical for all set corner monuments), said pin located on the south edge of Jackson Pike, 20 feet south of the centerline, and located on the east edge of the right-of-way of Norfolk Southern Railroad, 33 feet from the center of railroad, north of Harrodsburg in Mercer County, Kentucky and being the **Point of Beginning for this description**; Thence with the right-of-way of Jackson Pike for the following fourteen (14) courses: S84°54'14"E – 777.00 feet to a point, S83°44'44"E – 513.73 feet to a point, S85°04'00"E – 19.32 feet to an iron pin set, S85°04'00"E – 1011.69 feet to a point, S85°34'30"E – 124.99 feet to a point, S71°23'48"E – 119.07 feet to a point, S59°41'15"E – 23.10 feet to an iron pin set, S59°41'15"E – 556.30 feet to a point, S62°21'42"E – 56.46 feet to a point, S70°05'56"E – 55.09 feet to a point, S79°05'32"E – 78.88 feet to a point, S86°55'04"E – 608.47 feet to an iron pin set, S87°50'16"E – 830.68 feet to a point, N89°01'56"E – 114.30 feet to an iron pin found (PLS #2067), said pin being the northwest corner of Lloyd Jones Jr. (DB 218, PG 318); Thence leaving Jackson Pike and with Jones Jr. for the following two (2) courses: S00°52'22"W – 661.81 feet to an iron pin found (PLS #2067), S83°00'21"E – 680.70 feet to an iron pin found (PLS #2067), said pin being the southwest corner of Lloyd Jones Sr. (DB 114, PG 282); Thence leaving Jones Jr. and with Jones Sr. S84°56'24"E – 583.06 feet to an iron pin set, said pin being located on the west edge of right-of-way of US Highway 127, 88 feet west of the highway baseline; Thence leaving Jones Sr. and with the right-of-way of US Highway 127 S04°39'40"E – 739.10 feet to an iron pin set; Thence leaving US Highway 127 and across the property of Ceres Farms, LLC the following three (3) courses: N90°00'00"W – 4247.69 feet to an iron pin set, S00°00'00"E – 4254.62 feet to an iron pin set and N87°17'21"W – 2567.83 feet to an iron pin set, said pin being on the east edge of right-of-way of Norfolk Southern Railroad, 34 feet from the center of the railroad; Thence with the right-of-way of Norfolk Southern Railroad the following three (3) courses: N06°35'14"E – 886.45 feet to an iron pin found (PLS #3118), N06°31'10"E – 2448.42 feet to an iron pin set and N06°31'10"E – 3196.21 feet to the point of beginning and containing 459.209 acres by survey

This description prepared from a physical survey conducted by VANTAGE Engineering PLC, Kendal Wise, Kentucky PLS #3816 dated the 2nd day of March, 2023.