

Appendix C

PROPERTY LEGAL DESCRIPTION

Mantle Rock Solar LLC

Livingston County, Kentucky

law offices of
TOM BLANKENSHIP

ATTORNEY AT LAW • TOM BLANKENSHIP / MABRY L. GREEN ASSOCIATE

909 Main Street • P.O. Box 571 • Benton, Kentucky 42025-0571 • 270-527-1444 • 270-527-5270 • Fax 270-527-9545

August 6, 2025

8:00 a.m.

Atlantica North America LLC
1553 W. Todd Dr., Suite 204
Tempe, AZ 85283

**RE: Title Opinion – PVA 038-00-00-001.02 – Livingston County, Kentucky
Lease from Barry Chittenden et ux to Atlantica North America LLC**

Good morning:

Pursuant to your request we have made a title examination covering a period of greater than thirty years, beginning with a certain deed dated March 19, 1888, of record in Deed Book 16, page 61, and a deed dated May 1, 1896, of record in Deed Book 23, page 83 both of record in the Livingston County Court Clerk's Office, and ending with the date hereof on a parcel of real estate more particularly described in Exhibit A attached hereto, and being the same property conveyed to Barry Chittenden and wife, Angela Chittenden, by deed dated March 31, 2003 of record in Deed Book 219, page 205, Livingston County Court Clerk's Office.

OPINION

Based upon our personal examination of the relevant and properly indexed records in the office of the Livingston County Court Clerk for the above stated period of the examination, we are of the opinion that upon execution, delivery and recording of a Lease from Barry Chittenden and wife, Angela Chittenden, to Atlantica North America LLC, that Atlantica North America LLC will acquire a leasehold interest in the above described real estate, subject only to the exceptions and requirements hereinafter set forth.

EXCEPTIONS AND REQUIREMENTS

1. There is contained of record in Deed Book 271, Page 214, Livingston County Court Clerk's Office, a First Amendment to Solar Energy Ground Lease and Easement Agreement dated August 8, 2022 to Ozone Renewables, LLC.
2. There is contained in Deed Book 271, page 205, Livingston County Court Clerk's Office, a First Amendment to Memorandum of Lease dated August 8, 2022 to Ozone Renewables, LLC.

3. There is contained in Deed Book 269, page 242, Livingston County Court Clerk's Office, a Memorandum of Lease dated January 31, 2022 to Ozone Renewables, LLC.

4. There is contained of record in Oil and Gas Lease Book 7, page 342, Livingston County Court Clerk's Office, and Oil and Gas Lease dated September 14, 2005 from Barry L. Chittenden et ux to MSD Energy, Inc. There were subsequent assignments of fractional interests in said lease by assignments of record at Oil and Gas Lease Book 10, pages 29 and 33, Livingston County Court Clerk's Office.

5. There is contained of record in Oil and Gas Lease Book 3, page 120, Livingston County Court Clerk's Office, and Oil and Gas Lease dated November 23, 1917 from Hal Padon et ux to E.D. Waters.

6. The property description in Deed Book 219, page 205 is an extremely old and vague description. Accordingly, there is excepted from this opinion any state of facts disclosed by an accurate survey of the premises and a platting of the property from which it is divided.

7. Execution, delivery and recording of a Lease from Barry Chittenden and wife, Angela Chittenden to Atlantica North America LLC.

8. The 2024 state, county and school ad valorem property taxes has been paid on October 21, 2024 in the amount of \$377.81.

9. The 2025 state, county and school ad valorem property taxes are not yet due and payable, but constitute a lien upon subject property.

10. This opinion is subject to any liens, claims, assessments, levies, easements and/or encumbrances, environmental defects, if any, which are unrecorded and of which the undersigned has no knowledge; any information disclosed by an environmental audit, and to the correctness and the validity of the indexing of the Livingston County Court Clerk's Office.

11. It is distinctly understood that our liability on this examination of title is limited to Atlantica North America LLC for so long as the mortgage remains in effect on the subject property in an amount not to exceed \$1,000,000.00 (together with title opinions for 038-00-00-018.00 and 038-00-00-004.00).

Sincerely,


Tom Blankenship

EXHIBIT "A"
PROPERTY DESCRIPTION

FIRST TRACT: Beginning at a black gum; thence with Senour's line South 10 West 72 poles to a stone in the Spring branch, and corner to G. W. Faulkner, and with his line North 82 West 176 poles to a black oak in Rutter's line, and with it North 30 West 55 ½ poles to a stone corner to Faulkner; thence North 75 ½ East 53 poles to a stone also corner to Faulkner, and with his line South 85 ½ East 124 poles to the beginning, containing 68 ½ acres, more or less, and being near Good Hope Church.

SECOND TRACT: Beginning formerly at a black oak stump (now stone) corner to Baynes, (now J.H. Lawson) in James Rutter's line and running with said Baynes (or Lawson) line S 8 ½ E 172 poles to a stake (now stone) corner to said Baynes (now Lawson) in Thomas Senour's line; thence with said line S 10 W 40-¾ poles to a stone; thence, N 82 W 143 poles to a stone in the Smithland and Carrsville road in James Rutter's line; thence with said line and road N 30 W 49-¾ poles to the beginning, containing 40 acres, more or less and being on or near the waters of Buck Creek.

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August 6, 2025
8:00 a.m.

Atlantica North America LLC
1553 W. Todd Dr., Suite 204
Tempe, AZ 85283

**RE: Title Opinion – PVA 038-00-00-004.00 – Livingston County, Kentucky
Lease from Barry Chittenden et ux to Atlantica North America LLC**

Good morning:

Pursuant to your request we have made a title examination covering a period of greater than thirty years, beginning with a certain deed dated February 22, 1854, of record in Deed Book 2, page 321, Livingston County Court Clerk's Office, and ending with the date hereof on a parcel of real estate more particularly described in Exhibit A attached hereto, and being the same property conveyed to Barry Chittenden, by deed dated February 4, 1998 of record in Deed Book 191, page 465, Livingston County Court Clerk's Office.

OPINION

Based upon our personal examination of the relevant and properly indexed records in the office of the Livingston County Court Clerk for the above stated period of the examination, we are of the opinion that upon execution, delivery and recording of a Lease from Barry Chittenden and wife, Angela Chittenden, to Atlantica North America LLC, , that Atlantica North America LLC will acquire a leasehold interest in the above described real estate, subject only to the exceptions and requirements hereinafter set forth.

EXCEPTIONS AND REQUIREMENTS

1. There is contained of record in Deed Book 221, Page 705, Livingston County Court Clerk's Office, an Easement to the Crittenden-Livingston County Water District dated February 17, 2004.
2. There is contained of record in Oil and Gas Lease Book 3, page 278, Livingston County Court Clerk's Office, and Oil and Gas Lease dated November 23, 1917 from N.E. Barnes to E.D. Waters.

3. There is contained of record in Deed Book 95, page 333, Livingston County Court Clerk's Office, a right-of-way deed to the County of Livingston, Kentucky which is an off-conveyance.

4. There is contained of record in Deed Book 99, page 322, Livingston County Court Clerk's Office, a Special Commissioner's Deed to Jackson Purchase Rural Electric Cooperative Corporation which is an off-conveyance.

5. The property description in Deed Book 191, page 465 is an extremely old and vague description. Accordingly, there is excepted from this opinion any state of facts disclosed by an accurate survey of the premises and a platting of the property from which it is divided.

6. Execution, delivery and recording of a Lease from Barry Chittenden and wife, Angela Chittenden to Atlantica North America LLC.

7. The 2024 state, county and school ad valorem property taxes has been paid on October 21, 2024 in the amount of \$698.16.

8. The 2025 state, county and school ad valorem property taxes are not yet due and payable, but constitute a lien upon subject property.

9. This opinion is subject to any liens, claims, assessments, levies, easements and/or encumbrances, environmental defects, if any, which are unrecorded and of which the undersigned has no knowledge; any information disclosed by an environmental audit, and to the correctness and the validity of the indexing of the Livingston County Court Clerk's Office.

10. It is distinctly understood that our liability on this examination of title is limited to Atlantica North America LLC for so long as its lease remains in effect on the subject property in an amount not to exceed \$1,000,000.00 (together with title opinions for 038-00-00-001.02 and 038-00-00-018.00).

Sincerely,



Tom Blankenship

EXHIBIT "A"
PROPERTY DESCRIPTION

The following described property lying and being in Livingston County, Kentucky, and more particularly described as follows:

BEGINNING at a stone near G.W. Faulkner's yard gate; thence S 49 W 163-3/4 poles to a stone near the spring, corner to Washington Academy Land; thence N 48 W 127 poles to a stone, a small hickory as pointer, corner to Pete Styers; thence with said Styers line N 35 E 148-1/3 poles to a black gum, corner to W.A. Faulkner and Pete Styers; thence N 84 E 84-1/3 poles to a stone on the east side of the public road; thence S 25 E 121 1/2 poles to the beginning, containing 174 acres, more or less, less 2 1/2 acres and 11 poles on the east side of Carrsville and Hampton Road, leaving about 170 acres, more or less, in the above described tract.

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1553 W. Todd Dr., Suite 204
Tempe, AZ 85283

**RE: Title Opinion – PVA 038-00-00-018.00 – Livingston County, Kentucky
Lease from Barry L. Chittenden et ux to Atlantica North America LLC**

Good morning:

Pursuant to your request we have made a title examination covering a period of greater than thirty years, beginning with a certain deed dated October 22, 1892, of record in Deed Book 19, page 145; a deed dated May 27, 1867 of record in Deed Book 6, page 367; a deed dated February 24, 1872, of record in Deed book 9, page 201; a deed dated June 18, 1874, of record in Deed Book 11, page 170; and a deed dated September 12, 1884, of record in Deed Book 14, page 326, all of record in the Livingston County Court Clerk's Office, and ending with the date hereof on a parcel of real estate more particularly described in Exhibit A attached hereto, and being the same property conveyed to Barry L. Chittenden and wife, Angela Chittenden, by deed dated December 1, 1994 of record in Deed Book 179, page 458, Livingston County Court Clerk's Office.

OPINION

Based upon our personal examination of the relevant and properly indexed records in the office of the Livingston County Court Clerk for the above stated period of the examination, we are of the opinion that upon execution, delivery and recording of a Lease from Barry L. Chittenden and wife, Angela Chittenden, to Atlantica North America LLC, that Atlantica North America LLC will acquire a leasehold interest in the above described real estate, subject only to the exceptions and requirements hereinafter set forth.

EXCEPTIONS AND REQUIREMENTS

1. There is contained of record in Mineral Lease Book 7, Page 310, Livingston County Court Clerk's Office, a Memorandum of Mining Lease and Option to Purchase from J. Franklin May and Lois May to Ozark-Mahoning Company dated March 25, 1980.

2. There is contained of record at Deed Book 99, page 99, Livingston County Court Clerk's Office, a Transmission Line Right-of-Way Easement to Jackson Purchase Rural Electric Cooperative Corporation.

3. The property description in Deed Book 179, page 458 is an extremely old and vague description. Accordingly, there is excepted from this opinion any state of facts disclosed by an accurate survey of the premises and a platting of the property from which it is divided.

4. Execution, delivery and recording of a Lease from Barry L. Chittenden and wife, Angela Chittenden to Atlantica North America LLC.

5. The 2024 state, county and school ad valorem property taxes were paid on October 21, 2024 in the amount of \$1,090.46.

6. The 2025 state, county and school ad valorem property taxes are not yet due and payable, but constitute a lien upon subject property.

7. This opinion is subject to any liens, claims, assessments, levies, easements and/or encumbrances, environmental defects, if any, which are unrecorded and of which the undersigned has no knowledge; any information disclosed by an environmental audit, and to the correctness and the validity of the indexing of the Livingston County Court Clerk's Office.

8. It is distinctly understood that our liability on this examination of title is limited to Atlantica North America LLC for so long as its lease remains in effect on the subject property in an amount not to exceed \$1,000,000.00 (together with title opinions for 038-00-00-001.02 and 038-00-00-004.00).

Sincerely,



Tom Blankenship

EXHIBIT "A"
PROPERTY DESCRIPTION

Said tracts containing 283 acres, more or less, and bounded and described as follows:

On the North by the lands of N.C. Barnes and Charles Barton

On the East by the lands of Bob May

On the South by lands of Tuck Lawson

On the West by the lands of Uel Sledd and Elzie Thompson, and described by metes and bounds as follows:

TRACT I: A tract of land being and lying in Livingston County, Kentucky, on the waters of Sugar Creek Fork of Bayou Creek, bounded thus: Beginning at a black gum corner to W.H. Rutter, running N 76 ½ E 84 ¼ poles to a stone at the Carrsville road in Geo. Faulkner's line; thence N 30 W 94 poles to a stone corner to Church Lot; thence S 50 W 18 poles to a stone also corner to Church Lot; thence N 30 W 29 ¼ poles to a stake in Faulkner's line; thence S 45 W 64 ½ poles to a stone corner to said W. H. Rutter and with his line S 50 E 80 poles to the beginning, containing 50 ¼ acres by survey and being the same land deeded by J.T. Faulker to Alice Faulkner by deed dated April 11, 1923, and recorded in Deed Book 53, page 300, records of the Livingston County Court Clerk's Office.

TRACT II: Five tracts of land on the waters of Sugar Camp Fork of Bayou Creed and bounded as follows:

FIRST TRACT: BEGINNING at a hickory, running S 60 W 29 ½ poles to a dead black oak and hickory; thence N 30 W 54 poles to three small black oaks; thence S 80 E 49 ½ poles to an elm in a branch; thence S 5 E 23 poles to the beginning, containing nine and one-half (9 ½) acres by survey.

SECOND TRACT: BEGINNING at a black oak and hickory; thence S 30 E 90 poles to a white oak and dogwood; thence N 60 E 32 poles to a dogwood and small white oak; corner to S.R. Vick land; thence S 82 E 50 poles to a maple on a branch; thence with the meanders of said branch 96 poles to two black oaks in a branch; thence down said branch 123 poles to an elm; thence S 60 W 67 poles to the beginning, containing seventy-nine acres, more or less.

THIRD TRACT: The third tract joins this tract just described and bounded as follows: BEGINNING at a black oak in the original line of Washington Academy land, running thence S 49 W 92 poles to a black oak and white oak; thence S 35 E up a branch with its meanders 32 poles S 60 E 40 poles; thence S 49 E 32 poles; thence S 35 E 33 poles to two sweet gums on the bank of a branch; thence N 49 E 50 poles to a take in Alex Dixon's field; thence to the beginning.

FOURTH TRACT: Joining the above tracts and described as follows: BEGINNING at a dogwood and fallen white oak, corner to the S.R. Vick land, running N 60 E 32 poles to a stake; thence S 82 E 24 poles to a stone and black oak; thence S 75 ½ W 53 poles to a stone; thence N 30 W 10 feet to the beginning, containing one acre, two rods and 11-3/4 poles.

FIFTH TRACT: Adjoining the above tracts and described as follows: BEGINNING at two

black oaks and a stone corner to said Faulkner and Vick, running N 66 ½ E 28 poles to a white oak, James Vick's corner; thence with his line N 71 ½ E 76 poles to a stake between two rocks, corner to Jerry Ferrell; thence S 2 E passing John J. Chittenden's corner on a stone and dogwood at 2 ½ poles, passing the old Woodyard corner on a white oak at 103 ½ poles in all 118 ½ poles to a walnut, ash and elm, corner to J.J. Chittenden in Thomas Senour's line; thence with said line N 80 W 33 poles to two black gums, Senour's corner; thence S 10 W 7 ½ poles to a stone in A. R. Vick's line; thence with his line N 85 ½ W 150 poles to three maples in a drain, corner to Faulkner and A.R. Vick; thence up said drain with its meanders when reduced to a straight line N 38.98 poles to the beginning, containing by survey eighty-five acres, more or less.

EXCEPTION There is excepted from the above description a Church lot and/or a Cemetery Lot, the boundaries of which are well defined on said premises, containing about two (2) acres, more or less. The exact description of this Church Lot and/or Cemetery Lot is not known at this time, and First Parties agree that a survey may be made and the boundaries established in accordance with the established and recognized boundaries as they now exist.

RIGHT OF WAY DEED

PARCEL NO. _____

THIS DEED, between Corbett Belt and wife, Ethel Belt
of Hampton, Livingston County, Kentucky

_____ parties of the first part
and the County of Livingston, Kentucky, party of the second part.

WITNESSETH: That the parties of the first part, in consideration of the benefits
to be derived by the parties of the first part from the improvement of a public road
leading from Hampton to Joy
and more particularly identified as the Ky. 135 road,
does hereby sell, grant and convey to the party of the second part, its successors and
assigns, the following described property, to-wit:

A parcel of land lying and being in Livingston County, Kentucky,
and being a portion of the same tract of land conveyed to parties of the first
part by T. E. Vasseur and Wife, by Deed dated
this 7 day of January, 1963, and of record in the office of the
Clerk of Livingston County, Kentucky, in Deed Book No.
93, Page 125; the said parcel being more particularly described
as follows:

Parcel No. _____

All of that part of said tract or tracts which lies within a distance of 30 feet
feet on West side of the centerline of the existing road, as above
set forth, between the Willie Curry property line and the Faulkner & Mitchell
property line.

TO HAVE AND TO HOLD said property unto the party of the second part, its successors and assigns, with all the right and appurtenances thereto belonging, with covenants of General Warranty.

IN TESTIMONY WHEREOF the said parties of the first part have executed this deed on this the 6th day of April, 1964.

WITNESSES:

Corbet Belt
Ethel Belt

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF Livingston) S.C.

I, the undersigned, certify that the foregoing deed was produced before me in my said County and State and was acknowledged by Corbet Belt and his wife
Ethel Belt

parties of the first part therein, to be their act and deed.

Witness my hand this 6th day of April, 1964

Gabe McCandless
Clerk Livingston County Court

Notary Public, Kentucky State at Large
My Commission expires _____
Notary Public _____ County, Ky.

STATE OF KENTUCKY
LIVINGSTON COUNTY) SCT

I, Gabe McCandless, Clerk of the County Court, for the County and State aforesaid, do hereby certify the foregoing was on the 22nd day of April, 1964, lodged in my office for record, whereupon the same, the foregoing and this certificate have been duly recorded.

Given under my hand this the 23rd day of April, 1964.

Gabe McCandless Clerk

By Gabe McCandless D.C.

Filed _____
County _____
Home _____
State of Ky Dept _____
Date _____
Dated _____
Page _____

TRANSMISSION LINE RIGHT-OF-WAY EASEMENT

We the undersigned MAX FAULKNER and Juanita FAULKNER, his wife,
and RUBY ELLEN MITCHELL

(unmarried) (husband and wife) for and in consideration of the sum of T Dollars (\$10.00) cash in hand paid, receipt of which is hereby acknowledged, do hereby grant unto Jackson Purchase Rural Electric Cooperative Corporation, Paducah, Kentucky, herein called the Cooperative, its successors, assigns, the perpetual right to enter upon the lands of the undersigned, situated in the County of LIVINGSTON, State of Kentucky, and more particularly described as follows:

A tract of land approximately 283 acres, located on Hampton and Joy Road, 4 miles from the town of Hampton, Kentucky, being the same land conveyed by Alice Faulkner (by will) Will Book-----Page 204 to the December 31, 1941 undersigned by deed dated 11th day of April 1923, recorded in Deed Book 53,59,23,24 Page 300,119-121. Office 83,85-87 of the Livingston County Clerk.

The specific location of said transmission line or system is described as follows: Beginning at a point in the line between the lands of the undersigned's above described land and the land of (North) Hampton and Burna, and Joy Road, and running thence (East) Corbett Belt to a point in the line between the lands of the undersigned's above described land and the land of (West) Pearl Barnes (South) James Love.

The rights herein granted include the right to survey, construct, reconstruct, repair, enlarge, operate, maintain and inspect on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission line or system together with the right of ingress and egress over the lands of the undersigned to and from said lines in the exercise of the rights and privileges granted, provide however, that in exercising such rights of ingress and egress the Cooperative will, whenever practicable to do so, use regularly established highways or farm roads; to fell and/or trim any and all trees and shrubbery located upon this one hundred (100') foot wide right-of-way, and cut and trim any and all other trees which are of such height that in falling they would come in contact with said line or system; and also the right to remove brush and all other obstructions and obstacles from the right-of-way which would create a fire hazard to the lines or systems of the Cooperative.

The undersigned, their successors, heirs, or assigns, are fully to use and enjoy the lands crossed by this easement except, however, that such use shall not conflict with any rights and privileges herein granted, and no structures shall be erected by the undersigned upon the right-of-way described herein except by written permission from the Cooperative in compliance with the National Electrical Safety Code, as amended.

The undersigned agree that all poles, wires and other facilities, stailed on the above described lands at the Cooperative's expense, shall main the property of the Cooperative, removable at the option of the Co
ative.

It is expressly understood that all merchantable timber on the rig way of the undersigned will be cut in lengths specified by the undersig except that none will be cut shorter than 6 $\frac{1}{2}$ ", said timber to be left o right-of-way for the use of the undersigned.

It is further expressly understood and agreed that the Cooperative pay to the undersigned any and all damage that may be caused by the Coc ative in going upon said lands and right-of-way except that the Coopera will not be liable for any damage for felling and trimming trees in the manner and to the extent herein above specified.

The undersigned covenant that they are the owners of the above des ed lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following person

In witness thereof the undersigned have set their hands this the day of December 1965

Husband

X

Wife

X



Mar. Jankun
W. J. Jankun
Thos. R. Jankun



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SCT

R. Perkins (Theodore), a Notary Public in and for the State of Kentucky at large, do hereby certify that the foregoing instrument of writing to the Jackson Purchase Rural Electric Cooperative Corporation was this day produced to me in said State and County aforesaid, and was signed and acknowledged by Mrs. Ruth P. Mitchell to be her free act and deed and the same together with this certificate is hereby certified to the proper office for record.

Witness my hand this the 30th day of December, 1965.

R. Perkins (Theodore)
Notary Public, State at Large
My Commission Expires: Oct. 9, 1966

Michigan
STATE OF ~~KENTUCKY~~

SCT

COUNTY OF Wayne

M. I. Emma C. Thompson, a Notary Public in and for the State of ~~Kentucky~~ at large, do hereby certify that the foregoing instrument of writing to the Jackson Purchase Rural Electric Cooperative Corporation this day produced to me in said State and County aforesaid, and was signed and acknowledged by Max Faulkner and JUANITA Faulkner to be their free act and deed and the same together with this certificate hereby certified to the proper office for record.

Witness my hand this the 7th day of December, 1965.

Emma C. Thompson
Notary Public
My Commission Expires: 10-26-66

STATE OF KENTUCKY

SCT

COUNTY OF Livingston

I, Gabe McCandless, County Court Clerk of the State and County aforesaid, certify that the foregoing instrument of writing from Max Faulkner, Juanita Faulkner and Mrs. Ruby F. Mitchell Jackson Purchase Rural Electric Cooperative Corporation was this day brought for record in my office whereupon the same, with the foregoing and this certificate, have been duly recorded in my office.

Witness my hand this the 22 day of February, 1966.

Gabe McCandless
By: Gabe McCandless

SPECIAL COMMISSIONER'S DEED

WHEREAS, in an action in Livingston County Court styled, "Jackson Purchase Rural Electric Cooperative Corporation, Plaintiff vs: Corbett Belt and his wife, Ethel Belt, Defendants" a judgment was signed and entered on March 7, 1966, appointing David Loveless, Special Commissioner of Livingston County Court, for the purposes of conveying Corbett Belt and his wife, Ethel Belt right, title and interest in the hereinafter described real property, and

WHEREAS, it appears that the sum awarded said Corbett Belt and his wife, Ethel Belt by said Judgment has been paid to the Clerk of this Court and the costs of this action have been paid, and

WHEREAS, the time for filing a notice of appeal to Circuit Court has expired, and for greater certainty the record and proceedings in said case are referred to and made a part of this Deed by reference,

NOW, THEREFORE, this Deed made and entered into this the 8 day of April, 1966, by and between David Loveless, Special Commissioner of Livingston County Court, who conveys for and on behalf of Corbett Belt and his wife, Ethel Belt, Parties of the First Part, GRANTORS and Jackson Purchase Rural Electric Cooperative Corporation, a cooperative corporation organized under the laws of the Commonwealth of Kentucky, Party of the Second Part, GRANTEE;

WITNESSETH: THAT FOR AND IN CONSIDERATION of the premises and by virtue of the power vested in him by law, Party of the

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First Part, David Loveless as Special Commissioner of Livingston County Court, has sold and by this writing does release and convey to Party of the Second Part, Jackson Purchase Rural Electric Co-operative Corporation, its successors and assigns, the right and interest of Corbett Belt and his wife, Ethel Belt, same being in the following described lands and materials to the plaintiff in conformity with this judgment:

Beginning at survey centerline station 333 + 34, said station lying S. 48 deg. E 1572.0 feet from the most westerly corner of a parcel of land as described by deed and recorded in D.B. 93, page 125; thence along surveyed centerline on a bearing of N. 2 deg. 36 min. E for a distance of 2716.0 feet to survey station 360 + 50 in the property line of subject owner and James R. and Edith Mae Love as recorded in D.B. 83, page 188, said station lying S 35 deg. W a distance of 427.0 feet from the northwest corner of subject tract. The required right of way shall extend 50.0 feet westerly and 50.0 ft. easterly of the above described centerline and contains 6.235 acres.

Beginning at survey centerline station 430 + 91 said station lying S 73 deg. W 205 feet from the centerline of Kentucky Highway 135, (Burna-Joy Road), on the southerly line of the easterly portion of a tract as described in Deed of record in D.B. 83, page 353; thence along the surveyed centerline on a bearing of N. 2 deg. 36 min. E for a distance of 2,649.0 feet to survey station 457 + 40 in centerline of a road and property line of subject owner and Ralph O'Nan of Hampton, Livingston County, Kentucky as recorded in D.B. 91, page 623, said station lying N. 70 deg. E. a distance of 204 from the southwest most corner of the Ralph O'Nan property, the required right of way shall extend 50.0 feet westerly and 50.0 ft. easterly of the above described survey centerline and contains 6.081 acres.

This is a part of the same property conveyed to defendants and recorded in D.B. 93, page 125 and D.B. 83, page 353, in the office of the Clerk of the Livingston County Court.

The easement hereinabove described is taken along with the perpetual right to enter upon the lands described in the exhibit attached hereto for the purposes of acquiring the right to survey,

construct, reconstruct, repair, enlarge, operate, maintain and inspect on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission line or system together with the right of ingress and egress over the lands of the defendants to and from the said lines in the exercise of the rights and privileges granted, provided, however, that in exercising the rights of ingress and egress the plaintiff will whenever practicable to do so, use regularly established highways or farm roads; to fell and/or trim any and all trees and shrubbery located upon this one hundred (100') foot wide right of way, and cut and trim any and all other trees which are of such height that in falling they would come in contact with said line or system; and also the right to remove brush and all other obstructions and obstacles from the right of way which would create a fire hazard to the lines or system of the plaintiff.

The defendants, their successors, heirs or assigns are fully to use and enjoy the lands crossed by this easement except, however, that such use shall not conflict with any rights and privileges herein granted, and no structures shall be erected by the defendants upon the right of way described herein except by written permission from the plaintiff in compliance with the National Electrical Safety Code as amended.

The defendants agree that all poles, wires and other facilities installed on the above described lands at the plaintiff's expense shall remain the property of the plaintiff, removable at the option of the plaintiff.

It is expressly understood that all merchantable timber on the right of way of the defendants will be cut in lengths specified by the defendants except that none will be cut shorter than $6\frac{1}{2}'$; said timber to be left on the right of way for the use of the defendants.

It is further expressly understood and agreed that the plaintiff will pay to the defendants any and all damage that may be caused by the plaintiff in going upon the said lands and right of way except that the plaintiff will not be liable for any damage for felling and trimming trees in the manner and to the extent hereinabove specified.

TO HAVE AND TO HOLD the inchoate right and interest of Corbett Belt and his wife, Ethel Belt in the above-described real property with the appurtenances thereunto pertaining unto Jackson Purchase Rural Electric Cooperative Corporation, its successors and assigns, with such Covenant of Warranty as the Special Commissioner is authorized by the judgment and proceedings in said cause to make, but said Special Commissioner does not bind himself per-

sonally by anything contained herein in any event whatever.

This Conveyance is made pursuant to and under authority of the judgment entered in the above styled action in Livingston County Court on March 7, 1966, and in consideration of the payment herein specified.

WITNESS THE HAND OF David Loveless, Special Commissioner, this day and year first above written.


DAVID LOVELESS, SPECIAL COMMISSIONER
LIVINGSTON COUNTY COURT

Carroll & Walton, Attys.
815-817 Citizens Bank Building,
Paducah, Kentucky, certify that we
prepared the foregoing instrument.

By 

Acknowledged by David Loveless, Special Commissioner, examined and found correct, and approved in open Court and ordered to be certified for record this the 8 day of April, 1966.


JUDGE LIVINGSTON COUNTY COURT

STATE OF KENTUCKY

COUNTY OF LIVINGSTON

I, Gabe McCandless, Clerk of the County Court for the County and State aforesaid certify the foregoing was on the 8 day of April, 1966, lodged for record; whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Witness my hand this 11 day of April, 1966.

Gabe McCandless, Clerk

By 

Deputy Clerk

DEED OF CONVEYANCE

This DEED OF CONVEYANCE made and entered into this the 1st day of December, 1994, by and between LOIS MAY, unmarried, of 730 Frank May Road, Hampton, Kentucky 42047, First Party and BARRY L. CHITTENDEN and wife, ANGELA CHITTENDEN, of 820 Frank May Road, Hampton, Kentucky 42047, Second Parties,

W I T N E S S E T H

That for and in consideration of the LOVE AND AFFECTION that the first party has for the second parties, first party being the aunt of second party, Barry L. Chittenden, the party of the first part does hereby sell, grant and convey unto the second parties, jointly, with remainder in fee simple to the survivor, the following described property, lying and being in Livingston County, Kentucky, and more particularly described as follows:

Said tracts containing 283 acres, more or less, and bounded and described as follows:

On the North by the lands of N.C. Barnes and Charles Barton

On the East by the lands of Bob May

On the South by the lands of Tuck Lawson

On the West by the lands of Uel Sledd and Elzie

Thompson, and described by metes and bounds as follows:

TRACT I: A tract of land being and lying in Livingston County, Kentucky, on the waters of Sugar Creek Fork of Bayou Creek, bounded thus: Beginning at a black gum corner to W.H. Rutter, running N 76 1/2 E 84 1/4 poles to a stone at the Carrsville road in Geo. Faulkner's line; thence N 30 W 94 poles to a stone corner to Church Lot; thence S 50 W 18 poles to a stone also corner to Church Lot; thence N 30 W 29 1/4 poles to a stake in Faulkner's line; thence S 45 W 64 1/2 poles to a stone corner to said W.H. Rutter and with his line S 50 E 80 poles to the beginning, containing 50 1/4 acres by survey and being the same land deeded by J.T. Faulkner to Alice Faulkner by deed dated April 11, 1923, and recorded in Deed Book 53, page 300, records of the Livingston County Court Clerk's office.

TRACT II: Five tracts of land on the waters of Sugar Camp Fork of Bayou Creed and bounded as follows:

FIRST TRACT: BEGINNING at a hickory, running S 60 W 29 1/2 poles to a dead black oak and hickory; thence N 30 W 54 poles to three small black oaks; thence S 80 E 49 1/2

Tax: \$114.00

Barry Chittenden

poles to an elm in a branch; thence S 5 E 23 poles to the beginning, containing nine and one-half (9 1/2) acres by survey.

Second Tract: BEGINNING at a black oak and hickory; thence S 30 E 90 poles to a white oak and dogwood; thence N 60 E 32 poles to a dogwood and small white oak; corner to S.R. Vick land; thence S 82 E 50 poles to a maple on a branch; thence with the meanders of said branch 96 poles to two black oaks in a branch; thence down said branch 123 poles to an elm; thence S 60 W 67 poles to the beginning, containing seventy-nine acres, more or less.

Third Tract: The third tract joins this tract just described and bounded as follows: BEGINNING at a black oak in the original line of Washington Academy land, running thence S 49 W 92 poles to a black oak and white oak; thence S 35 E up a branch with its meanders 32 poles S 60 E 40 poles; thence S 49 E 32 poles; thence S 35 E 33 poles to two sweet gums on the bank of a branch; thence N 49 E 50 poles to a stake in Alex Dixon's field; thence to the beginning.

Fourth Tract: Joining the above tracts and described as follows: BEGINNING at a dogwood and fallen white oak, corner to the S.R. Vick land, running N 60 E 32 poles to a stake; thence S 82 E 24 poles to a stone and black oak; thence S 75 1/2 W 53 poles to a stone; thence N 30 W 10 feet to the beginning, containing one acre, two rods and 11-3/4 poles.

Fifth Tract: Adjoining the above tracts and described as follows: BEGINNING at two black oaks and a stone corner to said Faulkner and Vick, running N 66 1/2 E 28 poles to a white oak, James Vick's corner; thence with his line N 71 1/2 E 76 poles to a stake between two rocks, corner to Jerry Ferrell; thence S 2 E passing John J. Chittenden's corner on a stone and dogwood at 2 1/2 poles, passing the old Woodyard corner on a white oak at 103 1/2 poles in all 118 1/2 poles to a walnut, ash and elm, corner to J.J. Chittenden in Thomas Senour's line; thence with said line N 80 W 33 poles to two black gums, Senour's corner; thence S 10 W 7 1/2 poles to a stone in A. R. Vick's line; thence with his line N 85 1/2 W 150 poles to three maples in a drain, corner to Faulkner and A.R. Vick; thence up said drain with its meanders when reduced to a straight line N 38.98 poles to the beginning, containing by survey eighty-five acres, more or less.

EXCEPTION: There is excepted from the above description a Church Lot and/or a Cemetery Lot, the boundaries of which are well defined on said premises, containing about two (2) acres, more or less. The exact description of this Church Lot and/or Cemetery Lot is not known at this

time, and First Parties agree that a survey may be made and the boundaries established in accordance with the established and recognized boundaries as they now exist.

This being the same property conveyed to Frank May and wife, Lois May, in survivorship, by Mrs. Ruby Ella Mitchell, a widow, and Mrs. Juanita Faulkner, a widow, by deed dated January 5, 1967, and recorded in Deed Book 101, page 22.

Frank May is since deceased having died July 5, 1993.

All of record in the Livingston County Court Clerk's Office.

TO HAVE AND TO HOLD the same, together with all of the rights, privileges, appurtenances and improvements thereunto belonging unto the second parties for and during said second parties' joint lives and upon the death of either of said second parties, then the remainder to the survivor of said second parties, and his or her heirs and assigns forever, with covenant of GENERAL WARRANTY.

PROVIDED, HOWEVER, there is excepted from the foregoing warranty and covenants of title any restrictions, reservations, limitations, easements, and agreements of record in the office of the Livingston County Court Clerk affecting said property.

IN WITNESS WHEREOF, the first party has hereunto subscribed her name the day and year first above written.

Lois May
LOIS MAY

CONSIDERATION CERTIFICATE

First parties and second parties hereby certify that the full estimated fair cash value of the property herein conveyed is \$ 114,000.00.

Lois May
LOIS MAY

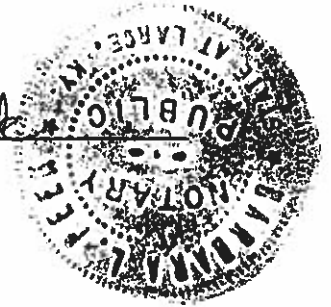
Barry L. Chittenden
BARRY L. CHITTENDEN

Angela Chittenden
ANGELA CHITTENDEN

COMMONWEALTH OF KENTUCKY
COUNTY OF LIVINGSTON

The foregoing DEED OF CONVEYANCE and CONSIDERATION CERTIFICATE were acknowledged and sworn to before me this 1st day of December, 1994, by Lois May, unmarried.
My Commission Expires: April 23, 1996.

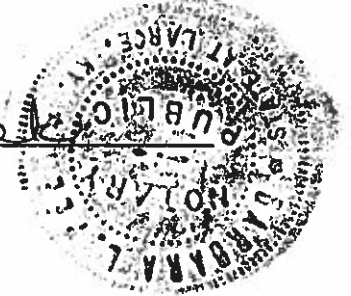
Barbara L. Peek
NOTARY PUBLIC



COMMONWEALTH OF KENTUCKY
COUNTY OF LIVINGSTON

The foregoing CONSIDERATION CERTIFICATE was acknowledged and sworn to before me this 1st day of December, 1994, by Barry L. Chittenden and wife, Angela Chittenden.
My Commission Expires: April 23, 1996

Barbara L. Peek
NOTARY PUBLIC



Prepared By:

RICHARD H. PEEK, JR.
Attorney at Law
404 Court Street
P.O. Box 8
Smithland, KY 42081
(502) 928-4523

Richard H. Peek Jr.

The description and consideration herein were provided to the draftsman by the parties to this conveyance and the draftsman assumes no responsibility for the correctness thereof.

FOR FILING OFFICER

Paid \$ 14.00 Recording Fee
 Paid \$ 114.00 Deed Tax
 Filed 2nd day of Dec., 1994
 at 9:19 A. M. o'clock.
 James Jones, Clerk
 By Denise Blankenship D.C.

STATE OF KENTUCKY
COUNTY OF LIVINGSTON

I, James Jones, Clerk of the County Court for the
 County and State aforesaid, certify that the foregoing

Deed was on the
2nd day of Dec., 1994 at 9:19
 O'clock A. M, lodged for record; whereupon the same
 with the foregoing and this certificate have been
 duly recorded in my said office.

Given under my hand this 2nd day of Dec.
 1994.

JAMES JONES, CLERK

BY Denise Blankenship
D.C.

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

OZONE RENEWABLES, LLC
1200 Boston Post Road
Suite 210B
Guilford, CT 06437

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of January 31, 2022, by and between Barry L. Chittenden and Angela J. Chittenden ("*Landlord*") and Ozone Renewables, LLC, a Delaware limited liability company ("*Tenant*") 1200 Boston Post Road Suite 210B Guilford, CT 06437

1. Lease. For the term and upon the provisions set forth in that Solar Energy Ground Lease of even date herewith between Landlord and Tenant (the "*Lease*"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the "*Premises*") located in the town of Hampton, County of Livingston, State of Kentucky, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. Easements. The Lease also includes Access, Operations and Transmission Easements.

3. Setbacks.

- (i) Transmission Facilities (overhead lines and poles and buried lines), SGDs: 100 feet;
- (ii) Substations and Operations and Maintenance Buildings: 100 feet; and
- (iii) Roads and project fencing: 50 feet.
- (iv) Reserved.

4. Term. The Development Term of the Lease is six (6) years, commencing on January 31, 2022. After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of thirty (30) years, which Tenant has the additional option to further extend for two (2) additional periods of ten (10) years each.

5. Notice. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum shall continue to constitute notice of the Lease, even if the Lease is subsequently amended.

6. Successors and Assigns. Landlord and Tenant intend that the covenants, conditions, and restrictions contained in the Lease shall be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Premises.

7. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be an original instrument, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:



Name: Barry L. Chittenden
(a/k/a Barry Lucian Chittenden)



Name: Angela J. Chittenden
(a/k/a Angela Jean Chittenden)

TENANT:

Ozone Renewables, LLC,
a Delaware limited liability company



Name: Daniel P. Boyd
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF)

) ss:

COUNTY OF)

On the 25th day of January in the year 2022, before me, the undersigned, personally appeared Barry L. Chittenden, a/k/a Barry Lucian Chittenden, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature: Rose Dempsey

Printed Name: Rose Dempsey

Notary Public, State of Kentucky

My commission expires: 11/8/2024

My commission number: KYNP227

OFFICIAL SEAL

ROSE DEMPSEY

NOTARY PUBLIC - STATE OF KENTUCKY

STATE @ LARGE ID# KYNP227

My Commission Expires 11/8/2024

ACKNOWLEDGMENT

STATE OF)

) ss:

COUNTY OF)

On the 25th day of January in the year 2022, before me, the undersigned, personally appeared Angela J. Chittenden, a/k/a Angela Jean Chittenden, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature: Rose Dempsey

Printed Name: Rose Dempsey

Notary Public, State of Kentucky

My commission expires: 11/8/2024

My commission number: KYNP227

OFFICIAL SEAL

ROSE DEMPSEY

NOTARY PUBLIC - STATE OF KENTUCKY

STATE @ LARGE ID# KYNP227

My Commission Expires 11/8/2024

ACKNOWLEDGMENT
STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

) ss: Guilford
)

On the 31 day of Jan. in the year 2022 before me, the undersigned, personally appeared Daniel P. Boyd, authorized signatory of Ozone Renewables, LLC, a Delaware Limited Liability Company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature: Christie Morrissey
Printed Name: Christie Morrissey
Notary Public, State of Connecticut
My commission expires: 3.31.2025
My commission number: 800PC.0131523



EXHIBIT A TO SOLAR ENERGY GROUND LEASE

LEGAL DESCRIPTION OF PREMISES

NOW, THEREFORE, for the consideration hereinabove set forth, the first party does hereby sell, grant and convey unto the second parties, jointly, with remainder in fee simple to the survivor, the following described property, lying and being in Livingston County, Kentucky, and more particularly described as follows:

60 FIRST TRACT: Beginning at a black gum; thence with Senour's line South 10 West 72 poles to a stone in the Spring branch, and corner to G. W. Faulkner, and with his line North 82 West 176 poles to a black oak in Rutter's line, and with it North 30 West 55 1/2 poles to a stone corner to Faulkner; thence North 75 1/2 East 53 poles to a stone also corner to Faulkner, and with his line South 85 1/2 East 124 poles to the beginning, containing 68 1/2 acres, more or less, and being near Good Hope Church.

SECOND TRACT: Beginning formerly at a black oak stump (now stone) corner to Baynes, (now J.H. Lawson) in James Rutter's line and running with said Baynes (or Lawson) line S 8 1/2 E 172 poles to a stake (now stone) corner to said Baynes (now Lawson) in Thomas Senour's line; thence with said line S 10 W 40-3/4 poles to a stone; thence N 82 W 143 poles to a stone in the Smithland and Carrsville road in James Rutter's line; thence with said line and road N 30 W 49-3/4 poles to the beginning, containing 40 acres, more or less and being on or near the waters of Buck Creek.

This being the same property conveyed to Frank May and wife, Lois May, in survivorship, by Robert E. Lawson et ux, by deed dated March 14, 1969 and recorded in Deed Book 105, page 507, Livingston County Court Clerk's Office.

Frank May is since deceased.

Parcel ID: 038-00-00-001.02 109 acres, more or less

The following described property lying and being in Livingston County, Kentucky, and more particularly described as follows:

BEGINNING at a stone near G. W. Faulkner's yard gate; thence S 49 W 163-3/4 poles to a stone near the spring, corner to Washington Academy Land; thence N 48 W 127 poles to a stone, a small hickory as pointer, corner to Pete Styers; thence with said Styers line N 35 E 148-1/3 poles to a black gum, corner to W. A. Faulkner and Pete Styers; thence N 84 E 84-1/3 poles to a stone on the east side of the public road; thence S 25 E 121 1/2 poles to the beginning, containing 174 acres, more or less, less 2 1/2 acres and 11 poles on the east side of Carrsville and Hampton Road, leaving about 170 acres, more or less, in the above described tract.

Parcel ID: 038-00-00-004.00: 170 acres, more or less

Said tracts containing 283 acres, more or less, and bounded and described as follows:

On the North by the lands of N.C. Barnes and Charles Barton

On the East by the lands of Bob May

On the South by the lands of Tuck Lawson

On the West by the lands of Uel Sledd and Elzie

Thompson, and described by metes and bounds as follows:

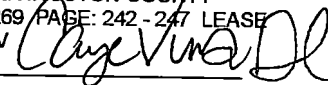
TRACT I: A tract of land being and lying in Livingston County, Kentucky, on the waters of Sugar Creek Fork of Bayou Creek, bounded thus: Beginning at a black gum corner to W.H. Rutter, running N 76 1/2 E 84 1/4 poles to a stone at the Carrsville road in Geo. Faulkner's line; thence N 30 W 94 poles to a stone corner to Church Lot; thence S 50 W 18 poles to a stone also corner to Church Lot; thence N 30 W 29 1/4 poles to a stake in Faulkner's line; thence S 45 W 64 1/2 poles to a stone corner to said W.H. Rutter and with his line S 50 E 80 poles to the beginning, containing 50 1/4 acres by survey and being the same land deeded by J.T. Faulkner to Alice Faulkner by deed dated April 11, 1923, and recorded in Deed Book 53, page 300, records of the Livingston County Court Clerk's office.

TRACT II: Five tracts of land on the waters of Sugar Camp Fork of Bayou Creed and bounded as follows:

FIRST TRACT: BEGINNING at a hickory, running S 60 W 29 1/2 poles to a dead black oak and hickory; thence N 30 W 54 poles to three small black oaks; thence S 80 E 49 1/2

Parcel ID: 038-00-00-018.00: 283 acres, more or less

In the event of inaccuracies in the foregoing legal description, Landlord and Tenant shall amend this Exhibit A and associated memorandums on record to correct such inaccuracies.

DOCUMENT NO: 427362
RECORDED ON: 2/9/2022 3:48:00 PM
COUNTY CLERK: SONYA WILLIAMS
COUNTY: LIVINGSTON COUNTY
BOOK: D269 PAGE: 242 - 247 LEASE
Signed: CV 

(Space Above for Recording Information)

FIRST AMENDMENT TO MEMORANDUM OF LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE ("**First Amendment Memorandum**") is made effective as of August 8, 2022 ("**Effective Date**") by and between Barry L. Chittenden and Angela J. Chittenden whose mailing address is 820 Frank May Road Hampton, KY 42047 ("**Landlord**") and Ozone Renewables, LLC, a Delaware limited liability company ("**Tenant**") whose mailing address is 1200 Boston Post Road, Suite 210B, Guilford, Connecticut 06437. The Landlord and Tenant shall hereinafter be referred to individually as the "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into that certain Solar Energy Ground Lease and Easement Agreement, dated as of January 31, 2022 (the "**Lease Agreement**") as evidenced by the Memorandum of Lease dated January 31, 2022 and recorded February 9, 2022 Document No. 427362 in the Office of the Chancery Clerk of Livingston County, Kentucky (the "**Memorandum of Lease**") whereby Landlord granted Tenant an exclusive ground lease for the development, construction and operation of a solar energy facility along with easements related thereto, on, over and across certain real property consisting of approximately 562 acres of land located in the town of Hampton, Livingston County, Kentucky (the "**Property**");

WHEREAS, the Parties have entered into that certain First Amendment to Solar Energy Ground Lease and Easement Agreement dated as of even date herewith (the "**First Amendment to Lease**") pursuant to which the legal description for the Property was modified; and

WHEREAS the Parties desire to record this First Amendment Memorandum to provide public notice of the First Amendment to Lease.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant have amended the Lease Agreement as follows:

1. **Legal Description.** The legal description for the Property as set forth in the Lease Agreement is hereby deleted in its entirety and amended as set forth on **Exhibit A** attached hereto and incorporated herein.

2. **Lease Agreement.** The Parties agree that except as amended herein, the terms and conditions of the Lease Agreement shall remain in full force and effect and such terms and conditions are legally binding upon the Parties.

4. **Interpretation.** This First Amendment Memorandum shall not be used in interpreting the actual provisions of the Lease Agreement. In the event of conflict between this First Amendment Memorandum and the Lease Agreement, the terms and provisions of the Lease Agreement shall control.

5. **Successor and Assigns.** This First Amendment Memorandum shall bind and inure to the benefits of the Parties, their respective heirs, successors and assigns, subject to the terms of the Lease Agreement.

6. **Counterparts.** This First Amendment Memorandum may be executed with counterpart signature pages, each of which shall be deemed an original and all counterpart signature pages together shall constitute a single document.

[Signature on next page]

IN WITNESS WHEREOF, the Parties have executed this First Amendment Memorandum effective as of the date first written above.

LANDLORD:

LANDOWNER:

By: Barry L. Chittenden
Name: Barry L. Chittenden
(a/k/a Barry Lucian Chittenden)

By: Angela J. Chittenden
Name: Angela J. Chittenden
(a/k/a Angela Jean Chittenden)

ACKNOWLEDGMENT

STATE OF KENTUCKY)

) ss:

COUNTY OF LIVINGSTON)

On the 8 day of August in the year 20 22, before me, the undersigned, personally appeared Barry L. Chittenden, a/k/a Barry Lucian Chittenden, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature: [Signature]

Printed Name: Theresa Thistle

Notary Public, State of Kentucky

My commission expires: 8-31-23

My commission number: 626928

STATE OF KENTUCKY)

) ss:

COUNTY OF LIVINGSTON)

On the 8 day of August in the year 20 22, before me, the undersigned, personally appeared Angela J. Chittenden, a/k/a Angela Jean Chittenden, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

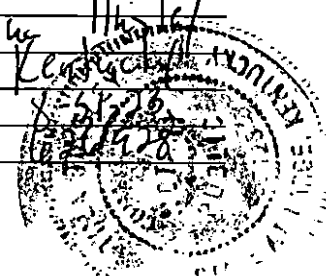
Signature: [Signature]

Printed Name: Theresa Thistle

Notary Public, State of Kentucky

My commission expires: 8-31-23

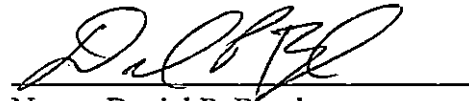
My commission number: 626928



TENANT:

Ozone Renewables, LLC

a Delaware limited liability company



Name: Daniel P. Boyd

Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF CONNECTICUT)

) ss: Guilford

COUNTY OF NEW HAVEN)

On the 5th day of August in the year 2022, before me, the undersigned, personally appeared Daniel P. Boyd as authorized signatory of Ozone Renewables, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature: Rebecca Schodt

Printed Name: Rebecca Schodt

Notary Public, State of Connecticut

My commission expires: July 31, 2027

My commission number: SNPC.0186824

REBECCA SCHODT
NOTARY PUBLIC
State of Connecticut
My Commission Expires
July 31, 2027

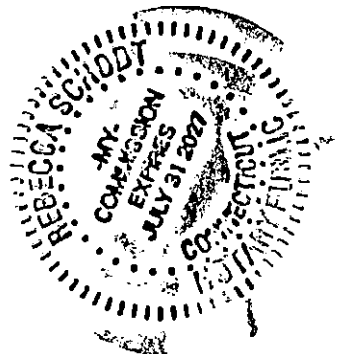


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The following lands in Livingston County, Kentucky:

NOW, THEREFORE, for the consideration hereinabove set forth, the first party does hereby sell, grant and convey unto the second parties, jointly, with remainder in fee simple to the survivor, the following described property, lying and being in Livingston County, Kentucky, and more particularly described as follows:

FIRST TRACT: Beginning at a black gum; thence with Senour's line South 10 West 72 poles to a stone in the Spring branch, and corner to G. W. Faulkner, and with his line North 82 West 176 poles to a black oak in Rutter's line, and with it North 30 West 55 1/2 poles to a stone corner to Faulkner; thence North 75 1/2 East 53 poles to a stone also corner to Faulkner, and with his line South 85 1/2 East 124 poles to the beginning, containing 68 1/2 acres, more or less, and being near Good Hope Church.

SECOND TRACT: Beginning formerly at a black oak stump (now stone) corner to Baynes, (now J.H. Lawson) in James Rutter's line and running with said Baynes (or Lawson) line S 8 1/2 E 172 poles to a stake (now stone) corner to said Baynes (now Lawson) in Thomas Senour's line; thence with said line S 10 W 40-3/4 poles to a stone; thence N 82 W 143 poles to a stone in the Smithland and Carrsville road in James Rutter's line; thence with said line and road N 30 W 49-3/4 poles to the beginning, containing 40 acres, more or less and being on or near the waters of Buck Creek.

This being the same property conveyed to Frank May and wife, Lois May, in survivorship, by Robert E. Lawson et ux, by deed dated March 14, 1969 and recorded in Deed Book 105, page 507, Livingston County Court Clerk's Office.

Frank May is since deceased.

Parcel ID: 038-00-00-001.02 109 acres, more or less

The following described property lying and being in Livingston County, Kentucky, and more particularly described as follows:

BEGINNING at a stone near G. W. Faulkner's yard gate; thence S 49 W 163-3/4 poles to a stone near the spring, corner to Washington Academy Land; thence N 48 W 127 poles to a stone, a small hickory as pointer, corner to Pete Styers; thence with said Styers line N 35 E 148-1/3 poles to a black gum, corner to W. A. Faulkner and Pete Styers; thence N 84 E 84-1/3 poles to a stone on the east side of the public road; thence S 25 E 121 1/2 poles to the beginning, containing 174 acres, more or less, less 2 1/2 acres and 11 poles on the east side of Carrsville and Hampton Road, leaving about 170 acres, more or less, in the above described tract.

Parcel ID: 038-00-00-004.00: 170 acres, more or less

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Said tracts containing 283 acres, more or less, and bounded and described as follows:

On the North by the lands of N.C. Barnes and Charles Barton

On the East by the lands of Bob May

On the South by the lands of Tuck Lawson

On the West by the lands of Uel Sledd and Elzie Thompson, and described by metes and bounds as follows:

TRACT I: A tract of land being and lying in Livingston County, Kentucky, on the waters of Sugar Creek Fork of Bayou Creek, bounded thus: Beginning at a black gum corner to W.H. Rutter, running N 76 1/2 E 84 1/4 poles to a stone at the Carrsville road in Geo. Faulkner's line; thence N 30 W 94 poles to a stone corner to Church Lot; thence S 50 W 18 poles to a stone also corner to Church Lot; thence N 30 W 29 1/4 poles to a stake in Faulkner's line; thence S 45 W 64 1/2 poles to a stone corner to said W.H. Rutter and with his line S 50 E 80 poles to the beginning, containing 50 1/4 acres by survey and being the same land deeded by J.T. Faulkner to Alice Faulkner by deed dated April 11, 1923, and recorded in Deed Book 53, page 300, records of the Livingston County Court Clerk's office.

TRACT II: Five tracts of land on the waters of Sugar Camp Fork of Bayou Creed and bounded as follows:

FIRST TRACT: BEGINNING at a hickory, running S 60 W 29 1/2 poles to a dead black oak and hickory; thence N 30 W 54 poles to three small black oaks; thence S 80 E 49 1/2

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

poles to two black oaks in a branch; thence down said branch 123 poles to an elm; thence S 60 W 67 poles to the beginning, containing seventy-nine acres, more or less.

Third Tract: The third tract joins this tract just described and bounded as follows: BEGINNING at a black oak in the original line of Washington Academy land, running thence S 49 W 92 poles to a black oak and white oak; thence S 35 E up a branch with its meanders 32 poles S 60 E 40 poles; thence S 49 E 32 poles; thence S 35 E 33 poles to two sweet gums on the bank of a branch; thence N 49 E 50 poles to a stake in Alex Dixon's field; thence to the beginning.

Fourth Tract: Joining the above tracts and described as follows: BEGINNING at a dogwood and fallen white oak, corner to the S.R. Vick land, running N 60 E 32 poles to a stake; thence S 82 E 24 poles to a stone and black oak; thence S 75 1/2 W 53 poles to a stone; thence N 30 W 10 feet to the beginning, containing one acre, two rods and 11-3/4 poles.

Fifth Tract: Adjoining the above tracts and described as follows: BEGINNING at two black oaks and a stone corner to said Faulkner and Vick, running N 66 1/2 E 28 poles to a white oak, James Vick's corner; thence with his line N 71 1/2 E 76 poles to a stake between two rocks, corner to Jerry Ferrell; thence S 2 E passing John J. Chittenden's corner on a stone and dogwood at 2 1/2 poles, passing the old Woodyard corner on a white oak at 103 1/2 poles in all 118 1/2 poles to a walnut, ash and elm, corner to J.J. Chittenden in Thomas Senour's line; thence with said line N 80 W 33 poles to two black gums, Senour's corner; thence S 10 W 7 1/2 poles to a stone in A. R. Vick's line; thence with his line N 85 1/2 W 150 poles to three maples in a drain, corner to Faulkner and A.R. Vick; thence up said drain with its meanders when reduced to a straight line N 38.98 poles to the beginning, containing by survey eighty-five acres, more or less.

EXCEPTION: There is excepted from the above description a Church Lot and/or a Cemetery Lot, the boundaries of which are well defined on said premises, containing about two (2) acres, more or less. The exact description of this Church Lot and/or Cemetery Lot is not known at this

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

time, and First Parties agree that a survey may be made and the boundaries established in accordance with the established and recognized boundaries as they now exist.

This being the same property conveyed to Frank May and wife, Lois May, in survivorship, by Mrs. Ruby Ella Mitchell, a widow, and Mrs. Juanita Faulkner, a widow, by deed dated January 5, 1967, and recorded in Deed Book 101, page 22.

Frank May is since deceased having died July 5, 1993.

All of record in the Livingston County Court Clerk's Office.

Parcel ID: 038—00-00-018.00: 283 acres, more or less

Prepared by: _____

Madeline Valdez

1200 Boston Post Road Suite 210B Guilford, CT 06437

DOCUMENT NO: 428292
RECORDED ON: 8/9/2022 10:27:00 AM
COUNTY CLERK: SONYA WILLIAMS
COUNTY: LIVINGSTON COUNTY
BOOK: D271 PAGE: 205 - 213 LEASEA
Signed: CV

Caye Vinson De

**FIRST AMENDMENT TO SOLAR ENERGY GROUND LEASE
AND EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO SOLAR ENERGY GROUND LEASE AND EASEMENT AGREEMENT ("**First Amendment to Lease**") is made effective as of August 8, 2022 ("**Effective Date**") by and between Barry L. Chittenden and Angela J. Chittenden ("**Landlord**") with mailing address at 820 Frank May Road Hampton, KY 42047 and Ozone Renewables, LLC, a Delaware limited liability company ("**Tenant**") whose mailing address is 1200 Boston Post Road Suite 210B Guilford, Connecticut 06437. The Landlord and Tenant shall hereinafter be referred to individually as the "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Parties entered into that certain Solar Energy Ground Lease and Easement Agreement, dated as of January 31, 2022 (the "**Lease Agreement**") as evidenced by the Memorandum of Lease dated January 31, 2022 and recorded February 9, 2022 as Document No. 427362 in the Office of the Chancery Clerk of Livingston County, Kentucky (the "**Memorandum of Lease**") whereby Landlord granted Tenant an exclusive ground lease for the development, construction and operation of a solar energy facility along with easements related thereto, on, over and across certain real property consisting of approximately 562 acres of land located in the town of Hampton, Livingston County, Kentucky as more particularly described in Exhibit A attached to the Lease Agreement (the "**Property**"), all in accordance with the terms and conditions set forth in the Lease Agreement;

WHEREAS, as of the date hereof, the Parties wish to acknowledge the modification of the legal description.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landowner and Tenant have amended the Lease Agreement as follows:

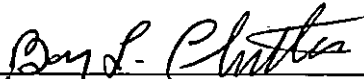
1. Legal Description. The legal description for the Property as set forth in the Lease Agreement is hereby deleted in its entirety and amended as set forth on Exhibit A attached hereto and incorporated herein.
2. Lease Agreement. The Parties agree that except as amended herein, the Lease Agreement is valid and is presently in full force and effect and has not been modified, supplemented, cancelled or amended in any respect, except as provided in this First Amendment to Lease and the terms and conditions of the Lease Agreement shall remain legally binding upon the Parties.
3. Successor and Assigns. This First Amendment to Lease shall bind and inure to the benefits of the Parties, their respective heirs, successors and assigns, subject to the terms of the Lease Agreement.


4. Counterparts. This First Amendment to Lease may be executed with counterpart signature pages, each of which shall be deemed an original and all counterpart signature pages together shall constitute a single document.

[Signature on next page]

IN WITNESS WHEREOF, the Parties have executed this First Amendment Lease effective as of the date first written above.

LANDOWNER:

By: 
Name: Barry L. Chittenden
(a/k/a Barry Lucian Chittenden)

By: 
Name: Angela J. Chittenden
(a/k/a Angela Jean Chittenden)

TENANT:

OZONE RENEWABLES, LLC,
a Delaware limited liability company

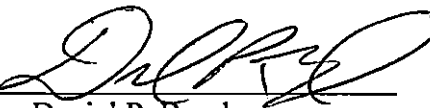
By: 
Name: Daniel P. Boyd
Its: Authorized Singatory

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The following lands in Livingston County, Kentucky:

NOW, THEREFORE, for the consideration hereinabove set forth, the first party does hereby sell, grant and convey unto the second parties, jointly, with remainder in fee simple to the survivor, the following described property, lying and being in Livingston County, Kentucky, and more particularly described as follows:

00 **FIRST TRACT:** Beginning at a black gum; thence with Senour's line South 10 West 72 poles to a stone in the Spring branch, and corner to G. W. Faulkner, and with his line North 82 West 176 poles to a black oak in Rutter's line, and with it North 30 West 55 1/2 poles to a stone corner to Faulkner; thence North 75 1/2 East 53 poles to a stone also corner to Faulkner, and with his line South 85 1/2 East 124 poles to the beginning, containing 68 1/2 acres, more or less, and being near Good Hope Church.

SECOND TRACT: Beginning formerly at a black oak stump (now stone) corner to Baynes, (now J.H. Lawson) in James Rutter's line and running with said Baynes (or Lawson) line S 8 1/2 E 172 poles to a stake (now stone) corner to said Baynes (now Lawson) in Thomas Senour's line; thence with said line S 10 W 40-3/4 poles to a stone; thence N 82 W 143 poles to a stone in the Smithland and Carrsville road in James Rutter's line; thence with said line and road N 30 W 49-3/4 poles to the beginning, containing 40 acres, more or less and being on or near the waters of Buck Creek.

This being the same property conveyed to Frank May and wife, Lois May, in survivorship, by Robert E. Lawson et ux, by deed dated March 14, 1969 and recorded in Deed Book 105, page 507, Livingston County Court Clerk's Office.

Frank May is since deceased.

Parcel ID: 038-00-00-001.02 109 acres, more or less

The following described property lying and being in Livingston County, Kentucky, and more particularly described as follows:

BEGINNING at a stone near G. W. Faulkner's yard gate; thence S 49 W 163-3/4 poles to a stone near the spring, corner to Washington Academy Land; thence N 48 W 127 poles to a stone, a small hickory as pointer, corner to Pete Styers; thence with said Styers line N 35 E 148-1/3 poles to a black gum, corner to W. A. Faulkner and Pete Styers; thence N 84 E 84-1/3 poles to a stone on the east side of the public road; thence S 25 E 121 1/2 poles to the beginning, containing 174 acres, more or less, less 2 1/2 acres and 11 poles on the east side of Carrsville and Hampton Road, leaving about 170 acres, more or less, in the above described tract.

Parcel ID: 038-00-00-004.00: 170 acres, more or less

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Said tracts containing 283 acres, more or less, and bounded and described as follows:

On the North by the lands of N.C. Barnes and Charles Barton

On the East by the lands of Bob May

On the South by the lands of Tuck Lawson

On the West by the lands of Uel Sledd and Elzie Thompson, and described by metes and bounds as follows:

TRACT I: A tract of land being and lying in Livingston County, Kentucky, on the waters of Sugar Creek Fork of Bayou Creek, bounded thus: Beginning at a black gum corner to W.H. Rutter, running N 76 1/2 E 84 1/4 poles to a stone at the Carrsville road in Geo. Faulkner's line; thence N 30 W 94 poles to a stone corner to Church Lot; thence S 50 W 18 poles to a stone also corner to Church Lot; thence N 30 W 29 1/4 poles to a stake in Faulkner's line; thence S 45 W 64 1/2 poles to a stone corner to said W.H. Rutter and with his line S 50 E 80 poles to the beginning, containing 50 1/4 acres by survey and being the same land deeded by J.T. Faulkner to Alice Faulkner by deed dated April 11, 1923, and recorded in Deed Book 53, page 300, records of the Livingston County Court Clerk's office.

TRACT II: Five tracts of land on the waters of Sugar Camp Fork of Bayou Creed and bounded as follows:

FIRST TRACT: BEGINNING at a hickory, running S 60 W 29 1/2 poles to a dead black oak and hickory; thence N 30 W 54 poles to three small black oaks; thence S 80 E 49 1/2

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

poles to two black oaks in a branch; thence down said branch 123 poles to an elm; thence S 60 W 67 poles to the beginning, containing seventy-nine acres, more or less.

Third Tract: The third tract joins this tract just described and bounded as follows: BEGINNING at a black oak in the original line of Washington Academy land, running thence S 49 W 92 poles to a black oak and white oak; thence S 35 E up a branch with its meanders 32 poles S 60 E 40 poles; thence S 49 E 32 poles; thence S 35 E 33 poles to two sweet gums on the bank of a branch; thence N 49 E 50 poles to a stake in Alex Dixon's field; thence to the beginning.

Fourth Tract: Joining the above tracts and described as follows: BEGINNING at a dogwood and fallen white oak, corner to the S.R. Vick land; running N 60 E 32 poles to a stake; thence S 82 E 24 poles to a stone and black oak; thence S 75 1/2 W 53 poles to a stone; thence N 30 W 10 feet to the beginning, containing one acre, two rods and 11-3/4 poles.

Fifth Tract: Adjoining the above tracts and described as follows: BEGINNING at two black oaks and a stone corner to said Faulkner and Vick, running N 66 1/2 E 28 poles to a white oak, James Vick's corner; thence with his line N 71 1/2 E 76 poles to a stake between two rocks, corner to Jerry Ferrell; thence S 2 E passing John J. Chittenden's corner on a stone and dogwood at 2 1/2 poles, passing the old Woodyard corner on a white oak at 103 1/2 poles in all 118 1/2 poles to a walnut, ash and elm, corner to J.J. Chittenden in Thomas Senour's line; thence with said line N 80 W 33 poles to two black gums, Senour's corner; thence S 10 W 7 1/2 poles to a stone in A. R. Vick's line; thence with his line N 85 1/2 W 150 poles to three maples in a drain, corner to Faulkner and A.R. Vick; thence up said drain with its meanders when reduced to a straight line N 38.98 poles to the beginning, containing by survey eighty-five acres, more or less.

EXCEPTION: There is excepted from the above description a Church Lot and/or a Cemetery Lot, the boundaries of which are well defined on said premises, containing about two (2) acres, more or less. The exact description of this Church Lot and/or Cemetery Lot is not known at this

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY


time, and First Parties agree that a survey may be made and the boundaries established in accordance with the established and recognized boundaries as they now exist.

This being the same property conveyed to Frank May and wife, Lois May, in survivorship, by Mrs. Ruby Ella Mitchell, a widow, and Mrs. Juanita Faulkner, a widow, by deed dated January 5, 1967, and recorded in Deed Book 101, page 22.

Frank May is since deceased having died July 5, 1993.

All of record in the Livingston County Court Clerk's Office.

Parcel ID: 038—00-00-018.00: 283 acres, more or less

DOCUMENT NO: 428293
RECORDED ON: 8/9/2022 10:35:00 AM
COUNTY CLERK: SONYA WILLIAMS
COUNTY: LIVINGSTON COUNTY
BOOK: D271 PAGE: 214 - 220 LEASEA
Signed: CV 

310

12:01

7.500

MEMORANDUM OF MINING LEASE AND OPTION TO PURCHASE

6

THIS MEMORANDUM evidences the due execution and delivery of a Mining Lease and Option to Purchase by _____

J. Franklin May and Lois May _____

("Owners")

to OZARK-MAHONING COMPANY ("Lessee"), under date of March 25, 1980, covering the following described real estate situated in the County of Livingston, State of Kentucky, to wit:

the mineral rights to 391.5 acres, more or less, more thoroughly described on the attached PROPERTY DESCRIPTION,

for a term of 10 years from date and as long thereafter as the minimum royalty is paid Owners by Lessee, for the mining and production of all ores, minerals, and mineral substances and containing an option to purchase the above described real estate. Executed copies of said Mining Lease and Option to Purchase are in the hands of both Owners and Lessee.

No change in the ownership of the above described real estate or assignment of royalties due Owners shall be binding on Lessee until Lessee has been furnished with a written, recorded transfer or assignment, or a true copy thereof as recorded.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Memorandum.

OZARK-MAHONING COMPANY

By W. W. Fowler
Vice-President
"Lessee"

Assistant Secretary

STATE OF Kentucky)
COUNTY OF Livingston) SS

I, Louis H. Bradley, a Notary Public, do hereby certify that _____

J. Franklin May and Lois May _____

to be the same persons whose names are subscribed to the foregoing instrument as Owners, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of March, 19 80

My commission expires: July 19, 1981

Notary Public

STATE OF Illinois)
COUNTY OF Hardin) SS

I, F. L. Sohosky, a Notary Public, do hereby certify that W. W. Fowler

personally known to me to be the Vice-President of Ozark-Mahoning Company, a Delaware corporation, and C. W. Sohosky

personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Lessee, appeared before me this day in person and severally acknowledged that as such Vice-President and Assistant Secretary, they signed and delivered the said instrument as such officers of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal, this 27th day of March, 19 80

My commission expires: April 9, 1982

Notary Public

PROPERTY DESCRIPTION

A certain tract or parcel of land on or near the waters of Sugar Camp Fork of Bayou Creek bounded and described as follows:

On the North by the lands of N. C. Barnes and Charles Barton

On the East by the lands of Bob May

On the South by the lands of Tuck Lawson

On the West by the lands of Uel Sledd and Elzie Thompson, and described by metes and bounds as follows:

TRACT I: A tract of land being and lying in Livingston County, Kentucky, on the waters of Sugar Creek Fork of Bayou Creek, bounded thus: Beginning at a black gum corner to W. H. Rutter, running N $76\frac{1}{2}$ E $84\frac{1}{4}$ poles to a stone at the Carrsville road in Geo. Faulkner's line; thence N 30 W 94 poles to a stone corner to Church Lot; thence S 50 W 18 poles to a stone also corner to Church Lot; thence N 30 W $29\frac{1}{4}$ poles to a stake in Faulkner's line; thence S 45 W $64\frac{1}{2}$ poles to a stone corner to said W. H. Rutter and with his line S 50 E 80 poles to the beginning, containing $50\frac{1}{4}$ acres by survey.

TRACT II: Five tracts of land on the waters of Sugar Camp Fork of Bayou Creek and bounded as follows:

First Tract: BEGINNING at a hickory, running S 60 W $29\frac{1}{2}$ poles to a dead black oak and hickory; thence N 30 W 54 poles to three small black oaks; thence S 80 E $49\frac{1}{2}$ poles to an elm in a branch; thence S 5 E 23 poles to the beginning, containing nine and one-half ($9\frac{1}{2}$) acres by survey.

Second Tract: BEGINNING at a black oak and hickory; thence S 30 E 90 poles to a white oak and dogwood; thence N 60 E 32 poles to a dogwood and small white oak; corner to S. R. Vick land; thence S 82 E 50 poles to a maple on a branch; thence with the meanders of said branch 96 poles to two black oaks in a branch; thence down said branch 123 poles to an elm; thence S 60 W 67 poles to the beginning, containing seventy-nine acres, more or less.

Third Tract: The third tract joins this tract just described and bounded as follows: BEGINNING at a black oak in the original line of Washington Academy land, running thence S 49 W 92 poles to a black oak and white oak; thence S 35 E up a branch with its meanders 32 poles S 60 E 40 poles; thence S 49 E 32 poles; thence S 35 E 33 poles to two sweet gums on the bank of a branch; thence N 49 E 50 poles to a stake in Alex Dixon's field; thence to the beginning.

Fourth Tract: Joining the above tracts and described as follows: BEGINNING at a dogwood and fallen white oak, corner to the S. R. Vick land, running N 60 E 32 poles to a stake; thence S 82 E 24 poles to a stone and black oak; thence S $75\frac{1}{2}$ W 53 poles to a stone; thence N 30 W 10 feet to the beginning, containing one acre, two rods and $11\frac{3}{4}$ poles.

Fifth Tract: Adjoining the above tracts and described as follows: BEGINNING at two black oaks and a stone corner to said Faulkner and Vick, running N $66\frac{1}{2}$ E 28 poles to a white oak, James Vick's corner; thence with his line N $71\frac{1}{2}$ E 76 poles to a stake between two rocks, corner to Jerry Ferrell; thence S 2 E passing John J. Chittenden's corner on a stone and dogwood at $2\frac{1}{2}$ poles, passing the old Woodyard corner on a white oak at $103\frac{1}{2}$ poles in all $118\frac{1}{2}$ poles to a walnut, ash and elm, corner to J. J. Chittenden in Thomas Senour's line, thence with said line N 80 W 33 poles to two black gums, Senour's corner; thence S 10 W $7\frac{1}{2}$ poles to a stone in A. R. Vick's line; thence with his line N $85\frac{1}{2}$ W 150 poles to three maples in a drain, corner to Faulkner and A. R. Vick; thence up said drain with its meanders when reduced to a straight line N 38.98 poles to the beginning, containing by survey eighty-five acres, more or less.

EXCEPTION: There is excepted from the above description a Church Lot and/or a Cemetery Lot, the boundaries of which are well defined on said premises, containing about two (2) acres, more or less.

This being the same land conveyed to Owners by Mrs. Ruby Ella Mitchell, a widow, and Mrs. Juanita Faulkner, a widow, by deed bearing date, January 5, 1967, which is duly recorded in deed book 101, page 22, Livingston County Court Clerk's office, containing 283 acres, more or less.

FIRST TRACT: Beginning at a black gum; thence with Senour's line South 10 West 72 poles to a stone in the Spring branch, and corner to G. W. Faulkner, and with his line North 82 West 176 poles to a black oak in Rutter's line, and with it North 30 West $55\frac{1}{2}$ poles to a stone corner to Faulkner; thence North $75\frac{1}{2}$ East 53 poles to a stone also corner to Faulkner, and with his line South $85\frac{1}{2}$ East 124 poles to the beginning, containing $68\frac{1}{2}$ acres, more or less, and being near Good Hope Church.

SECOND TRACT: Beginning formerly at a black oak stump (now stone) corner to Baynes, (now J. H. Lawson) in James Rutter's line and running with said Baynes (or Lawson) line S $8\frac{1}{2}$ E 172 poles to a stake (now stone) corner to said Baynes (now Lawson) in Thomas Senour's line; thence with said line S 10 W $40\frac{3}{4}$ poles to a stone; thence N 82 W 143 poles to a stone in the Smithland and Carrsville road in James Rutter's line; thence with said line and road N 30 W $49\frac{3}{4}$ poles to the beginning, containing 40 acres, more or less and being on or near the waters of Buck Creek.

This being the same land conveyed to Owners by Robert E. Lawson and Grace E. Lawson, his wife, by deed bearing date, March 14, 1969, which is duly recorded in deed book 105, page 507, Livingston County Court Clerk's office, containing $108\frac{1}{2}$ acres, more or less.

STATE OF KENTUCKY
COUNTY OF LIVINGSTON

I, James Jones, Clerk of the County Court for the County and State aforesaid, certify that the foregoing

Mining Lease & Option was on the
10 day of *April* 1980 at 12:01

O'clock P. M., lodged for record; whereupon the same with the foregoing and this certificate have been duly recorded in my said office.

Given under my hand this 17 day of *April*
1980.

JAMES JONES, CLERK
BY *Betty Duckert*
D.C.

FOR FILING OFFICER
Paid \$ 7.50 Recording Fee
Paid \$ Deed Tax
Filed 10 day of *Apr*, 1980
at 12:01 P. M. o'clock.
James Jones, Clerk
By *Betty Duckert* D.C.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 23rd day of November 1917
by and between Nel Padon, & wife

of E. D. Watus party of the first part, hereinafter called lessor (whether one or more)
and _____ party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of One DOLLARS cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Livingston State of Kentucky

described as follows, to-wit:

North - Mrs. Faulkner
East - Earnest May
South - E. W. Faulkner
West - Tom Faulkner

Known as R. Baynes Land

of Section _____, Township _____, Range _____ and containing 70 acres, more or less.

It is agreed that this lease shall remain in force for a term of 5 years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of the lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay the lessor One Hundred DOLLARS each year in advance, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of Twenty Five DOLLARS per year, for the time during which such gas shall be used, said payments to be made each three months in advance.

If no well be commenced on said land on or before the 23rd day of May, 1917, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in the Farmers Bank at Birdsboro or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eight 5/100 DOLLARS, which shall operate as a rental and cover the privilege

of deferring the commencement of a well for _____ months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like period of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operations thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as a part of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lease or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

In Testimony Whereof We Sign, this the 23 day of November, 1917

Witness:

Nel Padon (SEAL)

Jessie Padon (SEAL)

(SEAL)

(Acknowledgment to the Lease.)

STATE OF Kentucky } SS.
County of Livingston

BE IT REMEMBERED, That on this 23rd day of November in the year of Our Lord one thousand nine hundred and seventeen, before me, a Notary Public, in and for said County and State, personally appeared Nat Padon and wife to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.
My commission expires _____
By D. S. Webb Notary Public—C. of County Court.
C. M. Nelson D. C. of C. C.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ in consideration of the sum of _____ Dollars to _____ State of _____ the within named grant _____ hereby sell, assign, transfer, set over and in hand paid, the receipt whereof is hereby acknowledged, do _____ heirs, and assigns, the within grant, convey unto _____ TO HAVE AND TO HOLD THE SAME FOREVER, subject, nevertheless, to the conditions therein contained.
In Witness Whereof, The said grant ha _____ hereunto set _____ hand _____ this _____ day of _____, 191 _____

(Acknowledgment to the Assignment.)

STATE OF _____ } SS.
County of _____

On this _____ day of _____ A. D., 191 _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
Witness my hand and official seal.
My commission expires _____ Notary Public—C. of County Court.
By _____ D. C. of C. C.

ACKNOWLEDGMENT WHERE LESSOR SIGNS BY MARK.

STATE OF _____ } SS.
County of _____

On this _____ day of _____, A. D., 191 _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ and _____ to me known to be the identical person who executed the within and foregoing instrument by _____ mark _____ in my presence and in the presence of _____ as witnesses, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal of office the day and year last above written.
Notary Public—C. of County Court.

By _____ D. C. County Court.

My commission expires _____

STATE OF KENTUCKY } SS.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 23rd day of November, 1917
by and between N. C. Barnes & wife

of B. D. Waters party of the first part, hereinafter called lessor (whether one or more)
and _____ party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of One DOLLARS cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Livingston State of Kentucky

described as follows, to-wit:

North - John Faulkner
East - J. W. Faulkner
South - Frank Padon
West - Mrs. J. H. Stegner
Known as the J. C. Rutter Land

of Section _____, Township _____, Range _____ and containing 172 1/4 acres, more or less.

It is agreed that this lease shall remain in force for a term of 5 years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of the lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay the lessor One Hundred DOLLARS each year in advance, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of Twenty Five DOLLARS per year, for the time during which such gas shall be used, said payments to be made each three months in advance.

If no well be commenced on said land on or before the 23rd day of May, 1917, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in the Farmers Bank at Birdsville Ky or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Twenty One 1/2 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 6 months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like period of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operations thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as a part of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lease or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

In Testimony Whereof We Sign, this the 23rd day of November, 1917

Witness:

N. C. Barnes (SEAL)

Carl Barnes (SEAL)

(SEAL)

County of Livingston } SS.

BE IT REMEMBERED, That on this 23rd day of November in the year of Our Lord one thousand nine hundred and seventeen, before me, a Notary Public, in and for said County and State, personally appeared M. C. Barnes and wife to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires _____

D. S. Webb
Notary Public—C. of County Court.
By C. M. Nelson
D. C. of C. C.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ State of _____ the within named grant _____ in consideration of the sum of _____ Dollars to _____ in hand paid, the receipt whereof is hereby acknowledged, do _____ hereby sell, assign, transfer, set over and convey unto _____ heirs, and assigns, the within grant, TO HAVE AND TO HOLD THE SAME FOREVER, subject, nevertheless, to the conditions therein contained.

In Witness Whereof, The said grant _____ ha _____ hereunto set _____ hand this _____ day of _____, 191 _____

(Acknowledgment to the Assignment.)

STATE OF _____ }
County of _____ } SS.

On this _____ day of _____ A. D., 191 _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____

and _____ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires _____

Notary Public—C. of County Court.

By _____
D. C. of C. C.

ACKNOWLEDGMENT WHERE LESSOR SIGNS BY MARK.

STATE OF _____ }
County of _____ } SS.

On this _____ day of _____, A. D., 191 _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____

and _____ to me known to be the identical person who executed the within and foregoing instrument by _____ mark _____ in my presence and in the presence of _____ and _____ as witnesses, and acknowledged to me that _____

executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

Notary Public—C. of County Court.

By _____
D. C. County Court.

STATE OF KENTUCKY }
County of Livingston } SS.

I, Wm. Bridges, Clerk of the County Court, certify that this instrument of writing was filed for record on the 13th day of March, 1918, at 10 o'clock a.m., and duly recorded in book No. 1, Oil and Gas Leases, page 278, of the records of this office.

Wm. Bridges
By J. F. Prunell Clerk.
D. C.

mae: MSD Energy, Inc.
P.O. Box 33907
Indianapolis, FL 32903

Picked up Neena Grant

OIL AND GAS LEASE For Assign, See
Oil & Gas Bk 10, Pg 69

342

Producers 88/Rev.

Kentucky Form

PAID UP LEASE

For Assign, See Oil & Gas Bk 10, Pg 29

THIS AGREEMENT made and entered into this 14th day of September, 2005, by and between BARRY CHITTENDEN and his wife, ANGELA CHITTENDEN whose address is 820 Frank May Road, Hampton, KY 42047. Party of the First Part, hereinafter called Lessor (one or more) and MSD ENERGY, INC. (A WYOMING CORP.), P.O. BOX 33907, INDIANALANTIC, FL 32903, Party of the Second Part, hereinafter called Lessee.

For Assign, See Oil & Gas Bk 10, Pg 33

WITNESSETH: That the Lessor, for and in consideration of Ten and more dollars \$10.00 (rental fee) cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained has granted, demised, leased and let exclusively unto the Lessee, its successors and assigns, the land hereafter described, with the exclusive right for the purpose of exploring by geological and geophysical methods, and operating for and producing therefrom gas, oil, casing-head gas, gasoline, and the exclusive right in compliance with all State and regulatory authorities to inject water, brine and other fluids into the subsurface strata, as well as any industry enhanced recovery methods, with exclusive rights of way, rights of ingress and egress, and easements for laying pipelines, tanks, power houses or stations, gasoline plants, ponds, roadways and fixtures for producing, treating and caring for such products, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or co-jointly with neighboring lands, for the productions of those products outlined herein, and the erection of structures thereon to produce, save, and take care of said products, on all those certain tracts of land situated in the County of Livingston, State of Kentucky.

That certain tracts and parcels of land conveyed to the Lessors as follows:

1. From Lois May by deed, dated 7/27/2005, as recorded in Deed Book 219, at Page 216 conveying a total of 110 acres more or less;
2. From Lois May by deed dated 3/31/2003, as recorded in Deed Book 219, at Page 205 conveying a total of 108.5 acres more or less;
3. From Phillip Threlkeld, et al, by deed dated 10/25/2001 as recorded in Deed Book 204, at Page 194 conveying a total of 177.6 acres more or less and being the same land conveyed in item 5 below;
4. From Phillip Threlkeld, et al, by deed dated 9/13/2000 as recorded in Deed Book 199, at Page 623 conveying a total of 177.6 acres more or less;
5. From Glendel Belt, et al, by deed dated 2/4/1998 as recorded in Deed Book 191, at Page 465 conveying a total of 170 acres more or less;
6. From Lois May by deed dated 12/1/1994 as recorded in Deed Book 179, at Page 458 conveying a total of 283 acres more or less;
7. From Frank May and his wife, Lois May, by deed dated 9/1/1992 as recorded in Deed Book 171, at Page 533 conveying a total of 16 acres more or less;
8. From Frank May and his wife, Lois May, by deed dated 8/26/1991 as recorded in Deed Book 168, at Page 210 conveying a total of 126.36 acres more or less as found in the Livingston County Clerk's Office.
9. From Frank May and his wife, Lois May, by deed dated 9/11/1978 as recorded in Deed Book 132, at Page 446 conveying a total of 1.669 acres more or less.

All of the above deeds as found in the Livingston County Clerk's Office.

It is intended hereby to include all lands and interests contiguous to described lands owned or hereafter owned by Lessor and for the purpose of rental payment the leased lands are deemed to contain Nine Hundred and Thirty Two and 879/1000 (932 & 879/1000) acres, more or less.

It is agreed that this lease shall remain in force for a term of eight (8) years from this date, and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of these are produced from said leased premises, or from lands pooled therewith. Production shall be constituted by the Lessor receiving revenue from said production within a yearly period, or operations for drilling, workover and injection of water or any type of industry enhanced recovery method continues.

In consideration of the premises, the said Lessee covenants and agrees:

FIRST: To deliver to the credit of the Lessor, free of cost, in the pipeline to which Lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased property, or at the Lessee's option, may pay to the Lessor for the one-eighth royalty, the market price for oil prevailing on the day such oil is run into the pipeline or storage facility.

SECOND: To pay the Lessor one-eighth at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises.,

THIRD: To pay the Lessor for gas produced from any oil well and used off the premises, or for the

manufacturing of casing-head gas, the one-eighth part at the market price at the well for the gas so used for the time during such gas is used.

If no well be commenced on said land, or lands pooled therewith, on or before Paid Up Lease from the date herein, this lease shall terminate to both parties, unless the Lessee, on or before that date shall pay to or tender to the Lessor's credit in the Paid Up Lease Bank at Paid Up Lease or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Paid Up Lease Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In a like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental paying date.

If the Lessor owns less interest in the property than the entire undivided fee simple estate herein, then the royalties and rentals provided will be paid to the Lessor only in proportion which his interest bears to the whole and undivided fee.

If the Lessee shall commence to drill a well within the term of this lease or any extension thereof, the Lessee shall have the right to drill the well to completion, and if oil, gas, casing-head gasoline or casing-head gas be found in commercial quantities as determined by present-day economics, then, and in that event, the lease shall continue and be in force and effect as if the well was completed within the terms of the lease.

If the estate of either party is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns. Changes in ownership or assignment of payment of rentals or royalties shall not be binding on the Lessee until after the Lessee has been issued with a written transfer of a copy thereof and congruent thereto to be delivered by certified mail at the principal offices of the Lessee. It is agreed that should the property be transferred or assigned in accordance with the terms herein and the Lessee has not been issued a transfer or copy thereof the lease agreement cannot become default and will not operate to defeat or effect this agreement.

Lessee is hereby given the right to pool or combine the acreage covered by this agreement or any portion thereof with other lands in the immediate vicinity, when in the Lessee's judgment it is advisable to do so in order to properly develop and operate said property in accordance with the spacing rules of a lawful authority, or when to do so would promote the conservation of oil and gas in and under the property. In connection with the production of oil the pooling will not exceed fifty acres each. In connection with the production of gas the pooling will not exceed three hundred acres each. The entire pooled acreage will be treated for all purposes, except the payment of royalties or rentals as if it were included in this agreement. If production is found on the pooled acreage it will be treated as if production is had from this lease, whether the well or wells are located on this property or not. In lieu of royalties herein specified, Lessor will receive on production from a pooled unit only such portion of the royalty herein contained as the amount of his acreage placed in the unit or his royalty interest herein bears to the total acreage pooled in the unit involved.

In the event that gas is discovered on the property, it is agreed that during any period when, after the discovery of gas, and gas is not being sold on account of market, and there is no apparent production or operation on the property to keep this agreement in effect, the Lessee may pay as royalty one hundred dollars per year for each shut-in gas well, and this payment will be considered as if the gas had actually been produced within the terms and conditions of this lease. This payment will be made annually on or before the reported date of completion of a well or the cessation of a market. The payment will be made to the Lessor. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause including a revision of unit boundaries pursuant to the provisions of the pooling provision herein or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 180 days after completion of operations on such dry hole or within 180 days after such cessation of all production, or, should the lease be within the primary term, if Lessee commences such further operations or pays rental on or before the next rental payment date (if any) next ensuing after the expiration of said 180 day period; provided that should completion of operations on the dry hole or cessation of all production occur during the last year of the primary term or less than 180 days before the last rental payment date, no rental payments or further operations shall be required to maintain this lease for the remainder of the primary term. If, during or after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so

long as any one or more of such operations are prosecuted with no cessation of more than 180 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith.

It is agreed that the Lessee shall have the right to store gas and recover the same in any stratum underlying the property. Old wells may be re-opened and new wells may be drilled for storage purposes. As full consideration for these rights the Lessee shall pay Lessor an annual rental of two hundred dollars per well per year commencing with the date that storage operations start and continuing for as long thereafter as storage operations are utilized.

Lessor warrants and defends title to the property herein contained, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgage, taxes or other liens on the property in the event of default by the Lessor, including a reasonable interest rate of twelve percent per year, which will be deducted from any amounts of money which may become due the Lessor under the terms of this agreement.

The Lessor, their heirs, successors and assigns hereby waive and surrender all rights of dower and homestead insofar as any rights may affect the purpose for which this agreement is made.

Lessee shall have the right, free of cost, to use gas, oil and water that he produces on the property for operations, except water from the Lessor's well.

When requested by the Lessor, Lessee shall bury its pipelines a minimum of thirty inches (30") inches below surface.

No well shall be drilled nearer than 300 feet to the house or barn on the property, without the written consent of the Lessor.

In the event of damages caused by his operations, Lessee shall pay the actual cost to replace or repair, including a reasonable labor fee for those items so damaged. Damages include, but are not limited to, crops, livestock, fences and roads. In the event of crop damage, the fee so paid by Lessee will be determined by county averages as determined through the crop and livestock service or by the current crop future prices for the month in which the crops would have been marketed.

Lessee shall have the right at any time within the terms of this agreement to release this lease as to a full or undivided interest. In the event that production should cease and the lease agreement terminated for whatever reason, the Lessee shall have six months from that time to remove all machinery and fixtures placed on the property, including the right to draw and remove casing concurrent with any ruling authority.

In the event that a pipeline is placed on the leased premises for the transmission of natural gas or crude oil and this lease is terminated for whatever reason, then the Lessee may still produce said products through said pipeline in an uninterrupted manner by paying the Lessor one hundred dollars annually beginning from the time that said lease is terminated and continuing until such time as operations are completed.

Lessee agrees to consult with Lessor about the placement of all access roads, the location of storage facilities, as well as any and all fixtures placed on said property, with the exception of those fixtures necessary to conveniently operate said property in an efficient and workmanlike manner.

Lessee agrees to reclaim any and all land that is disturbed on the property within a reasonable amount of time with due diligence, considering weather and any other delays that may inhibit the Lessee from performing reclamation.

Should the depository bank hereafter close without a successor, Lessee or his assigns may deposit rentals in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to the Lessor at last known post office address.

All covenants of this agreement are subject to Federal, State and Executive orders and rules or regulations of State and Federal authorities, and this lease shall not be terminated, in whole or in part, nor Lessee be held liable for failure to perform if such failure is due or is the result of any law, order, rule or regulation.

When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably

within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional term of five (5) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of \$ 20.00 (Twenty Dollars) per net acre for the land then covered by the extended lease. Said bonus is to be paid or tendered to the Lessor at the last known address of Lessor. If Lessee exercises this option, the term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended term without necessity of an amendment to said lease.

IN WITNESS WHEREOF we sign this oil and gas lease agreement on the day and date first above mentioned.

Berry Chittenden
Berry Chittenden
Lessor

Angela Chittenden
Angela Chittenden
Lessor

STATE OF KENTUCKY

ACKNOWLEDGMENT

COUNTY OF LIVINGSTON

I, WILLIAM R. FRAZER, a Notary Public in and for said County and State, do hereby acknowledge that the above signed Lessor/Lessors sign this document as their own free act and deed, this the 14th day of September, 2005.

William R. Frazer
Notary Public

My Commission Expires: 8-10-09

CJ Ell
Prepared by C. J. ELLSWORTH
P.O. Box 70
Eddyville, KY 42038

STATE OF KENTUCKY, COUNTY OF LIVINGSTON

I, Carroll D. Walker, Clerk of the County for the County and State aforesaid, certify that the foregoing instrument was on the 30 day of November, 2005 at 9:52 o'clock A.M. lodged for record, whereupon the same, with the foregoing, and this certificate have been duly recorded in my office in Oil & Gas Lease Book 7 page 342.
Given under my hand this 30 day of November, 2005.

CARROLL D. WALKER

By Denise Starkshire D.C.

Pd. Recording Fee 14.00 Deed Tax _____

mail
Attn Nancy
MSD Energy, Inc
P.O. Box 70
Edyville, KY 42038

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, MSD ENERGY, INC. P.O. Box 33907 Indialantic, Florida 32903 a Wyoming Corporation, as Assignor, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto the parties identified below, hereinafter referred to as Assignees, in the percentages set forth opposite their names, an Overriding Royalty Interest of all the oil, gas and other hydrocarbons, and all other minerals produced, saved and sold, if, as and when produced, saved and sold, but not otherwise in and under the lands covered by the Oil and Gas Leases described on Exhibit "A" attached hereto and made a part hereof.

Stephen Smith Investments, LLC
P.O. Box 160
Grand Junction, Colorado 81502

1.25% of 8/8ths

Ronald E. Rivard and JoAnne M. Rivard
109 Black Gold Lane
Folsom, California 95630

1.25% of 8/8th

JoAnne Ellsworth
P.O. Box 33907
Indialantic, Florida 32903

1.25% of 8/8ths

C.J. Ellsworth
P.O. Box 33907
Indialantic, Florida 32903

1.25% of 8/8ths

William R. Frazer and Sharon W. Frazer
P.O. Box 389
Marion, Ky 42064

1.00% of 8/8ths

Said Overriding Royalty Interest shall be free of all development, production marketing, transportation, and operating expense; however, said interests shall bear and pay currently its portion of gross production taxes, and all other taxes assessed against the gross production subject to said Overriding Royalty Interests.

The overriding royalty interests conveyed herein and all terms and conditions of this agreement shall apply to all extensions, renewal and substitute leases obtained by Assignor or its successors or assigns, on the lands described in Exhibit "A" provided that such extension, renewal or substitute lease is taken within one year after the end of the primary term.

In the event Assignor's interest in the oil, gas, other hydrocarbons, and all other minerals in the lands set out in and covered by the above described Oil and Gas Leases is less than the entire leasehold estate, then the interests hereinabove assigned as an Overriding Royalty Interest shall be reduced proportionately so as to accord with the total interest in the oil, gas, other hydrocarbons, and all other minerals actually owned by the Assignor.

This Assignment is made without covenants of warranty, either express or implied and shall be binding upon and inure to all the heirs, successors, assigns and representatives of the parties hereto.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Royalty Interest as of this 10 day of January, 2007.

MSD ENERGY, INC

By C.J. Ellsworth
C.J. Ellsworth, President

STATE OF Kentucky
COUNTY OF Lyon

ACKNOWLEDGMENT

I, A Notary Public in and for said County and State, do hereby acknowledge that the above signed Assignors sign this document as their own free act and deed, this the 10th day of

January, 2007.
Nancy R. Hall My Commission Expires: 09-30-2009
Notary Public

This document prepared by C.J. ELLSWORTH
P.O. Box 33907
Indialantic, FL 32903

EXHIBIT "A"
ALL PROPERTY IN LIVINGSTON COUNTY, KENTUCKY

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED BOOK/PAGE
Eli Brown and Sons, Inc.	MSD Energy, Inc.	02-06-2006	Several tracts of land containing 904 acres, more or less, and conveyed by deed dated November 27, 1961 and recorded in Deed Book 91, Page 388, Livingston County Clerk's Office.	8/626 ✓
Devlin L. Chittenden and Alizabeth Chittenden	MSD Energy, Inc.	09-14-05	Two tracts of land containing 48.983 acres, more or less, and conveyed by deed dated December 12, 2003 and recorded in Deed Book 212, Page 528, Livingston County Clerk's Office.	7/346 ✓
Robert E. Riley and Judy L. Riley	MSD Energy, Inc.	10-11-05	Two tracts of land containing 408.2416 acres, more or less and conveyed by deed dated August 3, 1999, and recorded in Deed Book 196, Page 351, and by deed dated April 4, 2000, and recorded in Deed Book 98, Page 382, and by deed dated February 14, 2003, and recorded in Deed Book 209, Page 590, Livingston County Clerk's Office.	8/610 ✓
Barry Chittenden and Angela Chittenden	MSD Energy, Inc.	09-14-05	Several tracts of land containing 932.879 acres, more or less, and conveyed by deed dated July 25, 2005, and recorded in Deed Book 219, Page 216; by deed dated March 31, 2003, and recorded in Deed Book 219, Page 205; by deed dated October 25, 2001, and recorded in Deed Book 204, Page 194; by deed dated September 13, 2000, and recorded in Deed Book 199, Page 623; by deed dated February 4, 1998, and recorded in Deed Book 191, Page 465; by deed dated December 1, 1994, and recorded in Deed Book 179, Page 458; by deed dated September 1, 1992, and recorded in Deed Book 171, Page 533; by deed dated August 26, 1991, and recorded in Deed Book 168, Page 210; by deed dated September 11, 1978, and recorded in Deed Book 132, Page 446; all in the Livingston County Clerk's Office.	7/342 ✓
Joshua Chittenden	MSD Energy, Inc.	09-14-05	A tract of land containing 22.301 acres, and conveyed by deed dated June 22, 2004, and recorded in Deed Book 214, Page 578, Livingston County Clerk's Office.	7/350 ✓

Lois May	MSD Energy, Inc.	09-14-05	7/338 ✓	Several tracts of land containing 1,576.455 acres, more or less, and conveyed by deed dated January 13, 1970, and recorded in Deed Book 107, Page 472; by deed dated January 12, 1966, and recorded in Deed Book 98, Page 648; by deed dated July 6, 1964, and recorded in Deed Book 96, Page 23; by deed dated August 21, 1947, and recorded in Deed Book 79, Page 170; by deed dated August 26, 1948, and recorded in Deed Book 74, Page 73; by deed dated December 5, 1947, and recorded in Deed Book 71, Page 427, by deed dated August 14, 1946, and recorded in Deed Book 70, Page 483; by deed dated October 31, 1944, and recorded in Deed Book 69, Page 339; by deed dated February 2, 1942, and recorded in Deed Book 66, Page 13; by deed dated October 28, 1937, and recorded in Deed Book 59, Page 501; and by Affidavit of Descent dated October 27, 1994, and recorded in Deed Book 179, Page 215, all in the Livingston County Clerk's Office.
John B. Meyers, and Dorothy Meyers	MSD Energy, Inc.	01-19-06	8/622 ✓	That certain tract of land conveyed to the Lessor by Production Credit Association of the Fourth District deed, dated March 28, 1988, recorded in Deed Book 158, Page 318 of the Livingston County Clerk's Office And is bounded as follows, to-wit: On the North by S. Simpson, On the East by J. Lawrence, On the South By W. Williams, Doubles Corp. On the West by Green Properties, D. Cozette.
Sandra Queternous	MSD Energy, Inc.	11-07-05	8/99 ✓	A tract of land containing 121.1 acres, more or less, and conveyed by deed dated January 21, 2003, and recorded in Deed Book 209, Page 296, Livingston County Clerk's Office.
Jack L. Quarrat	MSD Energy, Inc.	09-07-05	8/88 ✓	Tracts of land containing 4,979.45 acres, more or less, and conveyed by deed dated December 21, 1972, and recorded in Deed Book 115, Page 266; and by will recorded in Will Book K, Page 58, Livingston County Clerk's Office.

END EXHIBIT "A"

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, MSD Energy, Inc. P.O. Box 33907, Indialantic, FL 32903 (hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, transfer, assign and set over unto the parties identified below, hereinafter referred to as Assignees, in the percentages set forth opposite their names, an undivided interest of Assignors right, title and interest under the Oil and Gas leases described in Exhibit "A" attached hereto, and made a part hereof.

Stephen Smith, Inc.	25%
P.O. Box 160	
Grand Junction, Colorado 81502	

Ronald E. Rivard and Joanne Rivard	25%
109 Black Gold Lane	
Folsom, California 95630	

Arcturus Energy, LLC.	50%
P.O. Box 33907	
Indialantic, Florida 32909	
SEE ATTACHED EXHIBIT "A"	

The lease interest assigned to Assignee in the leases described on Exhibit "A" herein is subject to the following assignments and/or agreements: that assignment of overriding royalty interest of 6% of 8/8ths dated January 10, 2007 from MSD Energy, Inc. to Stephen Smith Investments, LLC. etal, covering the lands described therein.

The lease interest assigned to Assignee in the leases herein described on Exhibit "A" is subject to that certain Model Form Operating Agreement dated February 1, 2001, as amended and MSD Energy, Inc. as operator.

If the leases described on Exhibit "A" attached hereto, cover a lesser interest in the oil, gas and associated hydrocarbons substances that the entire undivided fee simple estate, the lease interest assigned to Assignee in the leases shall be reduced proportionately and shall be payable only in the proportion in which the interest in oil, gas and associated hydrocarbons substance covered by the leases bears to the entire and an undivided fee simple estate. In addition, if the interest owned by Assignor in the leases described on Exhibit "A" is less than the full and entire interest in the leases, the lease interest conveyed herein to Assignee is reduced proportionately and is payable only in the proportion in which the interest owned by the Assignor in the leases bears to the full and entire interest in the lease.

This assignment is made without covenants of warranty, either express or implied, but shall be binding upon and inure to the benefit of the heirs, representatives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD the interests herein transferred and assigned unto Assignee, its successors and assigns forever.

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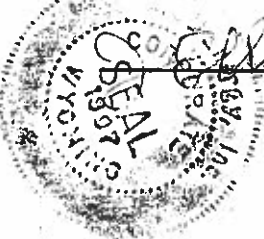
IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of this 11 day of JANUARY, 2007.

MSD ENERGY, INC

By: CJ Ellsworth

C.J. ELLSWORTH, President

Attest:



STATE OF Kentucky

CORPORATE ACKNOWLEDGEMENT

COUNTY OF Lyon

On this 11th day of January, 2007, before me, the undersigned Notary Public in and for said county and

state, personally appeared C.J. Ellsworth, President of MSD Energy, Inc., known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission expires 09-30-2009

Nancy L Hall
Notary Public

CJ Ellsworth
This document prepared by C.J. Ellsworth, P.O. Box 33907 Indialantic, FL 32903



EXHIBIT "A"
ALL PROPERTY IN LIVINGSTON COUNTY, KENTUCKY

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDED BOOK/PAGE
Eli Brown and Sons, Inc.	MSD Energy, Inc.	02-06-2006	Several tracts of land containing 904 acres, more or less, and conveyed by deed dated November 27, 1961 and recorded in Deed Book 91, Page 388, Livingston County Clerk's Office.	8/626 ✓
Devin L. Chittenden and Alizabeth Chittenden	MSD Energy, Inc.	09-14-05	Two tracts of land containing 48.983 acres, more or less, and conveyed by deed dated December 12, 2003 and recorded in Deed Book 212, Page 528, Livingston County Clerk's Office.	7/346 ✓
Robert E. Riley and Judy L. Riley	MSD Energy, Inc.	10-11-05	Two tracts of land containing 408.2416 acres, more or less and conveyed by deed dated August 3, 1999, and recorded in Deed Book 196, Page 351, and by deed dated April 4, 2000, and recorded in Deed Book 98, Page 382, and by deed dated February 14, 2003, and recorded in Deed Book 209, Page 590, Livingston County Clerk's Office.	8/610 ✓
Barry Chittenden and Angela Chittenden	MSD Energy, Inc.	09-14-05	Several tracts of land containing 932.879 acres, more or less, and conveyed by deed dated July 25, 2005, and recorded in Deed Book 219, Page 216; by deed dated March 31, 2003, and recorded in Deed Book 219, Page 205; by deed dated October 25, 2001, and recorded in Deed Book 204, Page 194; by deed dated September 13, 2000, and recorded in Deed Book 199, Page 623; by deed dated February 4, 1998, and recorded in Deed Book 191, Page 465; by deed dated December 1, 1994, and recorded in Deed Book 179, Page 458; by deed dated September 1, 1992, and recorded in Deed Book 171, Page 533; by deed dated August 26, 1991, and recorded in Deed Book 168, Page 210; by deed dated September 11, 1978, and recorded in Deed Book 132, Page 446, all in the Livingston County Clerk's Office.	7/342 ✓
Joshua Chittenden	MSD Energy, Inc.	09-14-05	A tract of land containing 22.301 acres, and conveyed by deed dated June 22, 2004, and recorded in Deed Book 214, Page 578, Livingston County Clerk's Office.	7/350 ✓

Lois May	MSD Energy, Inc.	09-14-05	Several tracts of land containing 1,576.455 acres, more or less, and conveyed by deed dated January 13, 1970, and recorded in Deed Book 107, Page 472; by deed dated January 12, 1966, and recorded in Deed Book 98, Page 648; by deed dated July 6, 1964, and recorded in Deed Book 96, Page 23; by deed dated August 21, 1947, and recorded in Deed Book 79, Page 170; by deed dated August 26, 1948, and recorded in Deed Book 74, Page 73; by deed dated December 5, 1947, and recorded in Deed Book 71, Page 427, by deed dated August 14, 1946, and recorded in Deed Book 70, Page 483; by deed dated October 31, 1944, and recorded in Deed Book 69, Page 339; by deed dated February 2, 1942, and recorded in Deed Book 66, Page 13; by deed dated October 28, 1937, and recorded in Deed Book 59, Page 501; and by Affidavit of Descent dated October 27, 1994, and recorded in Deed Book 179, Page 215, all in the Livingston County Clerk's Office.	7/338 ✓
John B. Meyers, and Dorothy Meyers	MSD Energy, Inc.	01-19-06	That certain tract of land conveyed to the Lessors by Production Credit Association of the Fourth District deed, dated March 28, 1988, recorded in Deed Book 158, Page 318 of the Livingston County Clerk's Office And is bounded as follows, to-wit: On the North by S. Simpson, On the East by J. Lawrence, On the South By W. Williams, Doubles Corp. On the West by Green Properties, D. Cozette.	8/622 ✓
Sandra Queternous	MSD Energy, Inc.	11-07-05	A tract of land containing 121.1 acres, more or less, and conveyed by deed dated January 21, 2003, and recorded in Deed Book 209, Page 296, Livingston County Clerk's Office.	8/99 ✓
Jack L. Quarrant	MSD Energy, Inc.	09-07-05	Tracts of land containing 4,979.45 acres, more or less, and conveyed by deed dated December 21, 1972, and recorded in Deed Book 115, Page 266; and by will recorded in Will Book K, Page 58, Livingston County Clerk's Office.	8/88 ✓

END EXHIBIT "A"

STATE OF KENTUCKY, COUNTY OF LIVINGSTON

I, Carroll D. Walker, Clerk of the County for the County and State aforesaid, certify that the foregoing instrument was on the 17 day of January, 2007 at 8:52 o'clock A.M., lodged for record, whereupon the same, with the foregoing, and this certificate have been duly recorded in my office in Vol 4 Star Book 10 page 33.
Given under my hand this 17 day of January, 2007.

CARROLL D. WALKER

By Susan Anghel P.O.
Pd. Recording Fee 48.00 Deed Tax _____

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **MSD ENERGY, INC., a Wyoming Corporation, of P.O. Box 33907, Indialantic, Florida 32903** (hereinafter referred to as Assignor) for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, transfer, assign, and set over unto **CARRIZO OIL AND GAS, INC., of 1000 Louisiana, Suite 1500, Houston, Texas 77002** (hereinafter referred to as Assignee) an undivided 50.00% of all right, title, and interest under the Oil and Gas Leases described below:

SEE ATTACHED EXHIBIT "A"

The Lease interest assigned to Assignee is inclusive of all previous Assignments, if any.

The lease interest assigned to Assignee in the leases herein described on Exhibit "A" is subject to that certain Model Form Operating Agreement dated September 14, 2005, with MSD Energy, Inc., and Carrizo Oil and Gas, Inc., as Operators.

If the leases described on Exhibit "A", attached hereto, cover a lesser interest in the oil, gas and associated hydrocarbon substances than the entire undivided fee simple estate, the lease interest assigned to Assignee in the leases shall be reduced proportionately and shall be payable only in the proportion in which the interest in oil, gas and associated hydrocarbon substance covered by the leases bears to the entire and undivided fee simple estate.

In addition, if the interest owned by Assignor in the leases described on Exhibit "A" is less than the full and entire interest in the leases, the lease interest conveyed herein to Assignee is reduced proportionately and is payable only in the proportion in which the interest owned by the Assignor in the leases bears to the full and entire interest in the lease.

This Assignment is made without covenants of warranty, either express or implied, but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD the interests herein transferred and assigned unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of this 3rd day of December, 2005.

MSD Energy, Inc.

By: C.J. Ellsworth
C.J. ELLSWORTH, President

LODGED FOR RECORD
AT 2:16 P.M.

JUN 21 2007

REG. FEE \$1.00 TAX
CALDWELL COUNTY
TONI WATSON, CLERK
BY: Toni Watson D.C.

STATE OF Kentucky ACKNOWLEDGEMENT
COUNTY OF Lyon

On this 3rd day of December, 2005, before me, the undersigned Notary Public, in and for said county and state, personally appeared C.J. ELLSWORTH, President of MSD Energy, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as his free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires: 9/30/09

Nancy L. Hall
Notary Public

DOCUMENT PREPARED BY C.J. Ellsworth, OF P.O. BOX 70, EDDYVILLE, KY 42038.

EXHIBIT "A"

Attached hereto and made a part thereof that certain Assignment of Oil and Gas Lease dated December 3rd, 2005, by and between MSD Energy, Inc., as Assignor, and Carrizo Oil and Gas, Inc., as Assignee.

LANDS DESCRIBED BEING IN LIVINGSTON COUNTY, KENTUCKY				Exhibit "A"	Page 1
LESSOR	LESSEE	LEASE DATE	DESCRIPTION	COUNTY	RECORDED BOOK/PAGE
Lois May	MSD Energy, Inc.	9/14/2005	Being the same land conveyed to Lessor by the following deeds:	LIVINGSTON	7/338 /
			(a) Deed from Clara May Tapp and Franklin W. Tapp, dated 1-13-1970, and recorded at Deed Book 107, Page 472.		
			(b) Deed from Effie Thompson, a widow, dated 1-12-1966, and recorded at Deed Book 98, Page 648.		
			(c) Deed from Carmen May, et al., dated 7-06-1964, and recorded at Deed Book 96, Page 23.		
			(d) Deed from W.H. Alsobrook and Carrie Alsobrook, dated 8-21-1947, and recorded at Deed Book 79, Page 170.		
			(e) Deed from Hattie C. Daniel and H.A. Daniel, dated 8-26-1948, and recorded at Deed Book 74, Page 73.		
			(f) Deed from J.P. Adcock, by E.E. Cook, Master Commissioner, dated 12-05-1947, and recorded at Deed Book 71, Page 427.		
			(g) Deed from R.E. May, dated 8-14-1946, and recorded at Deed Book 70, Page 483.		
			(h) Deed from R.E. May, dated 10-31-1944, and recorded at Deed Book 69, Page 339.		
			(i) Deed from J.O. Workman and Anna Workman, dated 2-02-1942, and recorded at Deed Book 66, Page 13.		
			(j) Deed from Dewey Watson, J.J. Chittenden and Olive C. Chittenden, dated 10-28-1937, and recorded at Deed Book 59, Page 501.		
			(k) Affidavit being the only heir of James Franklin May, dated 10-27-1994, and recorded at Deed Book 179, Page 215.		
Barry and Angela Chittenden	MSD Energy, Inc.	9/14/2005	Being the same land conveyed to Lessor by the following deeds:	LIVINGSTON	7/342 /
			(a) Deed from Lois May, dated 7-27-2005, and recorded at Deed Book 219, Page 216.		
			(b) Deed from Lois May, dated 3-31-2003, and recorded at Deed Book 219, Page 205.		
			(c) Deed from Phillip Threlkeld, et al., dated 10-25-2001, and recorded at Deed Book 204, Page 194.		
			(d) Deed from Glendel Belt, et al., dated 2-04-1998, and recorded at Deed Book 191, Page 465.		
			(e) Deed from Lois May, dated 12-01-1994, and recorded at Deed Book 179, Page 458.		
			(f) Deed from Frank May and Lois May, dated 9-01-1992, and recorded at Deed Book 171, Page 533.		
			(g) Deed from Frank May and Lois May, dated 8-26-1991, and recorded at Deed Book 168, Page 210.		
			(h) Deed from Frank May and Lois May, dated 9-11-1978, and recorded at Deed Book 132, Page 446.		
Joshua Chittenden	MSD Energy, Inc.	9/14/2005	Being the same land conveyed to Lessor by the following deed:	LIVINGSTON	7/350 /
			Deed from Barry and Angie Chittenden, dated 6-22-2004, and recorded at Deed Book 214, Page 578		
Devin and Alizabeth Chittenden	MSD Energy, Inc.	9/14/2005	Being the same land conveyed to Lessor by the following deed:	LIVINGSTON	7/346 /
			Deed from Lois May, dated 12-12-2003, and recorded at Deed Book 212, Page 528.		

LANDS DESCRIBED BEING IN CALDWELL COUNTY, KENTUCKY				Exhibit "A"	Page 2
LESSOR	LESSEE	LEASE DATE	DESCRIPTION	COUNTY	RECORDED BOOK/PAGE
Allen and Virginia Morgan	MSD Energy, Inc.	9/26/2005	Lands bounded on the North by R. Wham, J. Morse, and C.S. Ryals; Bounded on the East by R. Esters; Bounded on the South by R. Esters, J. Messersmith, J.B. Shewbury Estate; Bounded on the West by K. Negray. Being the same land conveyed to Lessors from Claud and Betty Jackson, by Deed dated 4-14-1975, and recorded at Deed Book 139, Page 277.	CALDWELL	26/520
Frank Hazel McGregor, Jr.	MSD Energy, Inc.	10/5/2005	Lands bounded on the North by C. Peters, O. Ginthan; Bounded on the East by R. Stavens, R. Dearing, E. Vanover; Bounded on the South by D. Shuman, I. Lamb, P. Dunbar, D. Story; Bounded on the West by E. Forsythe, J. Tucker. Being the same lands conveyed to Lessor by (a) Deed dated 1970, and recorded at Deed Book 127, Page 115, (b) Deed dated 1950, and recorded at Deed Book 100, Page 524, and (c) Deed dated 1945, and recorded at Deed Book E, Page 428.	CALDWELL	26/523
Jesse and Loretta Waldrum	MSD Energy, Inc.	9/2/2005	Lands bounded on the North by Cato, Chandler; Bounded on the East by Cato, Chandler; Bounded on the South by Goodacre, Jones, Jones; Bounded on the West by Stallins, Heaman. Lands conveyed to Lessors from Ishmei Ort, by Deed dated 4-19-1973, and recorded at Deed Book 134, Page 117.	CALDWELL	26/525
James and Donna Goodaker	MSD Energy, Inc.	10/10/2005	Lands conveyed to Lessors by the following deeds: (a) Deed dated 3-23-1982, and recorded at Deed Book 156, Page 283. (b) Deed dated 4-02-1970, and recorded at Deed Book 126, Page 124.	CALDWELL	26/528
James and Bettie Wallace	MSD Energy, Inc.	9/21/2005	Lands conveyed to Lessors by the following deeds: (a) Bounded on the North by S. Hudson; Bounded on the East by J. Winters, F. Cook; Bounded on the South by S. Hudson, F. Cook; Bounded on the West by D. Hall. Lands conveyed to Lessors by Deed dated 2-16-1974, and recorded at Deed Book 136, Page 279. (b) Bounded on the North by J. Wallace; Bounded on the East by F. Cook; Bounded on the South by A. Ferguson; Bounded on the West by D. Hall, R. Lewis, C. Boyd. Conveyed to the Lessors by Deed dated May 20, 1975, and recorded at Deed Book 139, Page 471.	CALDWELL	26/534
Stan and Pamela Hudson	MSD Energy, Inc.	9/25/2005	Tract One: Conveyed to Lessor by Special Warranty Deed, dated 3-16-1988, from John Hancock Mutual Life Insurance Company, and recorded at Deed Book 171, Page 244, Caldwell County Court Clerk's Office, and bounded as follows: On the North by J. Baker; On the East by B. Goodwin; On the South by J. Wallace; On the West by W. C. Sparks. Tract Two: Conveyed to Lessor by Special Warranty Deed, dated 3-16-1988, from John Hancock Mutual Life Insurance Company, and recorded at Deed Book 171, Page 244, Caldwell County Court Clerk's Office, and bounded as follows: On the North by KY 1495; On the East by J. Baker, F.P. Giannini; On the South by W.C. Sparks, K. Oldham, T. Wetzel, F. Cook; On the West by D.R. Cook, M. Mitchell. Tract Three: Conveyed to Lessor by Land Sale Contract dated 9-6-2002, from Hatte C. Champion, and recorded at Miscellaneous Book 18, Page 266, Caldwell County Court Clerk's Office, and bounded as follows: On the North by Highway 62, On the East by M.L. Scott; On the South by W. Robertson; On the West by J.C. Gray, N. McKinney, B. Trice, J. Potter.	CALDWELL	26/530

			LANDS DESCRIBED BEING IN LIVINGSTON AND CRITTENDEN COUNTIES, KENTUCKY	Exhibit "A"	Page 3
LESSOR	LESSEE	LEASE DATE	DESCRIPTION	COUNTY	RECORDED BOOK/PAGE
REMETS PROPERTIES, LLC.	MSD Energy, Inc.	9/19/2005	Lands conveyed to Lessors at Deed Book 190, Page 415, Crittenden County Court Clerks Office.	CRITTENDE	14/583
			Lands conveyed to Lessors at Deed Book 203, Page 231, Livingston County Court Clerks Office.	LIVINGSTON	7/354
END EXHIBIT "A"					

STATE OF KENTUCKY, COUNTY OF CALDWELL, SCT.
 I, Toni Watson, Caldwell County Clerk, do certify that the foregoing instrument was on this day lodged for record at 2:16 p M o'clock. Whereupon I have recorded the same with this certificate in my said office.
 Given under my hand this 21 day of June 2007
 TONI WATSON, CLERK

Carolyn D. Byford

STATE OF KENTUCKY
 COUNTY OF CRITTENDEN SCT
 I, Carolyn D. Byford, Clerk of the County Court for the County and State aforesaid, certify that the foregoing Assignment was on this 12 day of April 20 07 at 8:41A M lodged and this certificate duly recorded in my said office.
 BY Lucinda Deer Carolyn D. Byford, Clerk D.C.
 Feb 24.00 Tax —
0/G Book 17 Page 204

END OF DOCUMENT



1 2 5 8 4 1

STATE OF KENTUCKY, COUNTY OF LIVINGSTON

I, Carroll D. Walker, Clerk of the County for the County and State aforesaid, certify that the foregoing instrument was on the 13 day of July, 2007 at 8:53 o'clock AM, lodged for record, whereupon the same, with the foregoing, and this certificate have been duly recorded in my office in Oil and Gas Book 10 page 69.
Given under my hand this 13 day of July, 2007.

CARROLL D. WALKER

By Scipio O. Stukerlin P.C.

Pd. Recording Fee 32.00 Deed Tax _____

Picker: Richard Peek Jr.

DEED OF CONVEYANCE

This DEED OF CONVEYANCE made and entered into this the 31st day of March, 2003, by and between **LOIS MAY**, unmarried, of 730 Frank May Road, Hampton, KY 42047, First Party, and **BARRY CHITTENDEN** and wife, **ANGELA CHITTENDEN**, of 820 Frank May Road, Hampton, KY 42047, Second Parties,

WITNESSETH

That for and in consideration of the LOVE AND AFFECTION that the first party has for the second parties, first party's being the aunt of the second party, Barry Chittenden, and the further consideration of the sum of TWENTY-TWO THOUSAND DOLLARS (\$22,000.00), paid and payable as evidenced by one Promissory Note of even date herewith.

NOW, THEREFORE, for the consideration hereinabove set forth, the first party does hereby sell, grant and convey unto the second parties, jointly, with remainder in fee simple to the survivor, the following described property, lying and being in Livingston County, Kentucky, and more particularly described as follows:

Tax: 944.00
92
FIRST TRACT: Beginning at a black gum; thence with Senour's line South 10 West 72 poles to a stone in the Spring branch, and corner to G. W. Faulkner, and with his line North 82 West 176 poles to a black oak in Rutter's line, and with it North 30 West 55 1/2 poles to a stone corner to Faulkner; thence North 75 1/2 East 53 poles to a stone also corner to Faulkner, and with his line South 85 1/2 East 124 poles to the beginning, containing 68 1/2 acres, more or less, and being near Good Hope Church.

SECOND TRACT: Beginning formerly at a black oak stump (now stone) corner to Baynes, (now J.H. Lawson) in James Rutter's line and running with said Baynes (or Lawson) line S 8 1/2 E 172 poles to a stake (now stone) corner to said Baynes (now Lawson) in Thomas Senour's line; thence with said line S 10 W 40-3/4 poles to a stone; thence N 82 W 143 poles to a stone in the Smithland and Carrsville road in James Rutter's line; thence with said line and road N 30 W 49-3/4 poles to the beginning, containing 40 acres, more or less and being on or near the waters of Buck Creek.

This being the same property conveyed to Frank May and wife, Lois May, in survivorship, by Robert E. Lawson et ux, by deed dated March 14, 1969 and recorded in Deed Book 105, page 507, Livingston County Court Clerk's Office.

Frank May is since deceased.

A LIEN IS RETAINED on this property herein conveyed to secure the payment of the \$22,000.00 note aforementioned for unpaid purchase money.

See Deed BK. 219, Pg. 208 for Release

TO HAVE AND TO HOLD the same, together with all of the rights, privileges, appurtenances and improvements thereunto belonging unto the second parties for and during said second parties' joint lives and upon the death of either of said second parties, then the remainder to the survivor of said second parties, and his or her heirs and assigns forever, with covenant of GENERAL WARRANTY.

PROVIDED, HOWEVER, there is excepted from the foregoing warranty and covenants of title any restrictions, reservations, limitations, easements, and agreements of record in the office of the Livingston County Court Clerk affecting said property.

IN WITNESS WHEREOF, the first party has hereunto subscribed her name the day and year first above written.

Lois May
LOIS MAY

CONSIDERATION CERTIFICATE

First party and second parties hereby certify that the full estimated fair cash value of the property herein conveyed is \$44,000.00.

Lois May
LOIS MAY

Barry Chittenden
BARRY CHITTENDEN

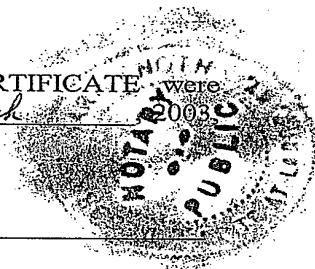
Angela Chittenden
ANGELA CHITTENDEN

COMMONWEALTH OF KENTUCKY
COUNTY OF LIVINGSTON

The foregoing DEED OF CONVEYANCE and CONSIDERATION CERTIFICATE were acknowledged, subscribed and sworn to before me this 31ST day of March by Lois May, unmarried.

My commission expires: July 17, 2004

Deborah J. Hays Knott
NOTARY PUBLIC

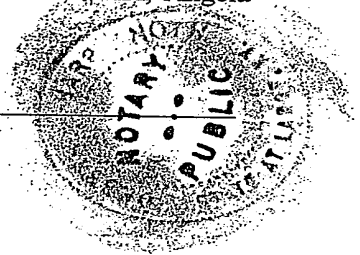


COMMONWEALTH OF KENTUCKY
COUNTY OF LIVINGSTON

The foregoing CONSIDERATION CERTIFICATE was acknowledged, subscribed and sworn to before me this 31ST day of March, 2003, by Barry Chittenden and wife, Angela Chittenden.

My commission expires: July 17, 2004

Debra J. Harknott
NOTARY PUBLIC



Prepared By:

RICHARD H. PEEK, JR.
Attorney at Law
404 Court Street
P. O. Box 8
Smithland, KY 42081
(270) 928-4523

Richard H. Peek

The description and consideration herein were provided to the draftsman by the parties to this conveyance and the draftsman assumes no responsibility for the correctness thereof.

STATE OF KENTUCKY, COUNTY OF LIVINGSTON

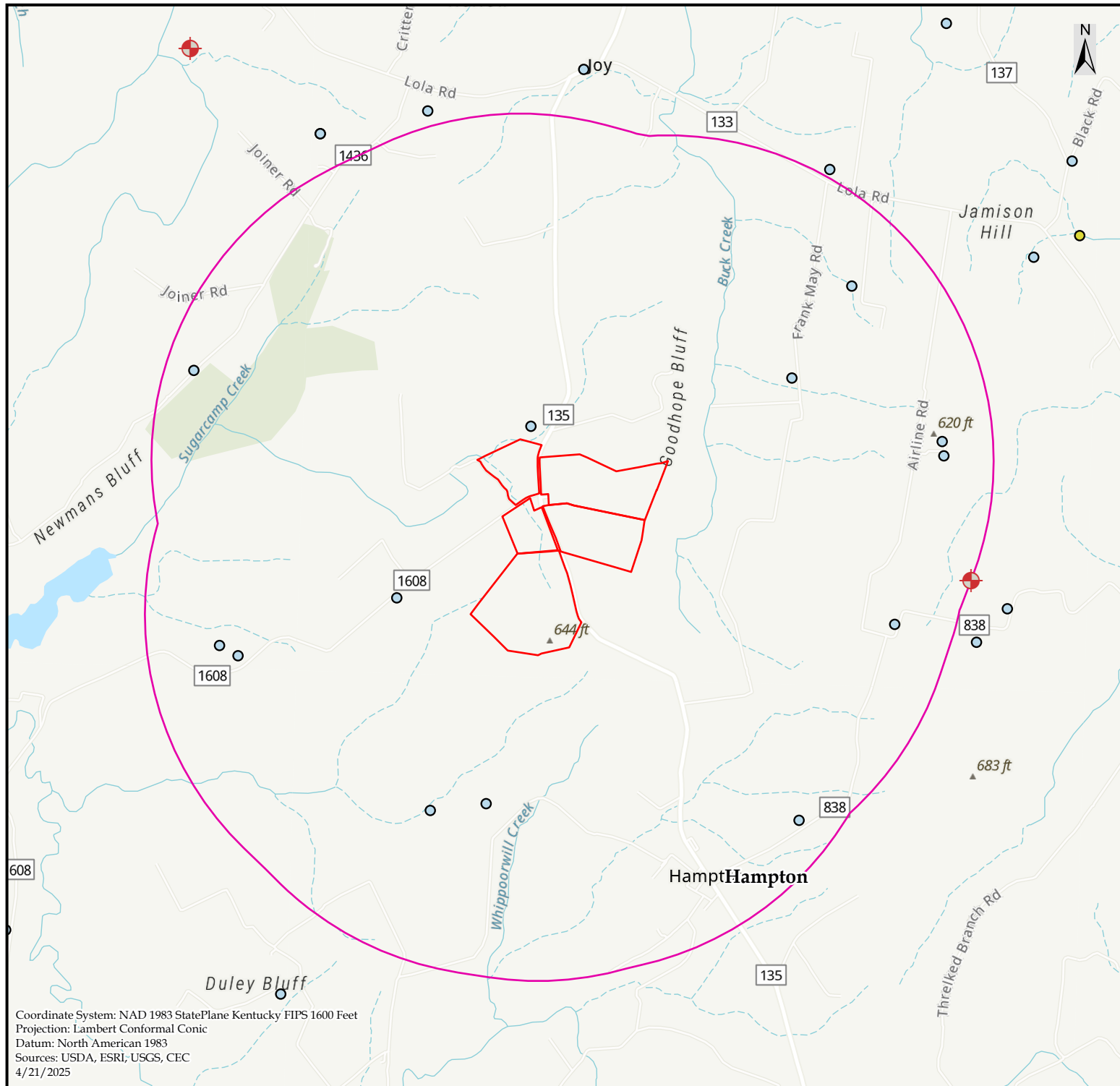
I, Carroll D. Walker, Clerk of the County for the County and State aforesaid, certify that the foregoing instrument was on the 27 day of July, 2005 at 1:27 o'clock P. M., lodged for record, whereupon the same, with the foregoing, and this certificate have been duly recorded in my office in Book 219 page 205

Given under my hand this 27 day of July, 2005

CARROLL D. WALKER

By Denise Blankenship D.C.

Chg. -Pd. Recording Fee 12.00 Dead Tax 44.00 - Chg.








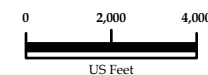
COPPERHEAD
ENVIRONMENTAL CONSULTING

Mantle Rock Solar, LLC

KGS water wells, springs, and oil and gas wells within a two-mile vicinity of the Mantle Rock Solar Project, Livingston County, Kentucky.

Legend

-  Plugged Gas Well
-  Survey Area
-  2-mile Buffer
-  Water Well
-  Springs

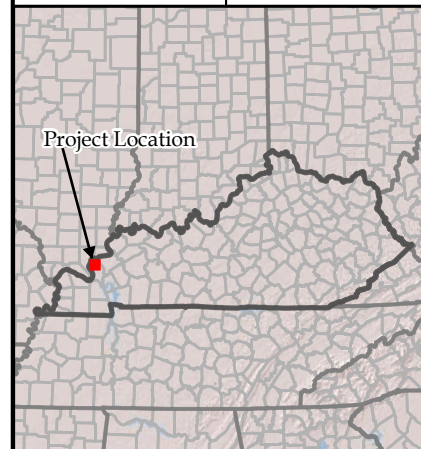


Scale: 1 in = 4,500 ft

Prepared by :

Copperhead Environmental Consulting, Inc.
471 Main Street
P.O. Box 73
Paint Lick, Kentucky 40461

Drawn by:	TC	Date:	4/21/2025
Checked by:	MM	Revision:	02



Coordinate System: NAD 1983 StatePlane Kentucky FIPS 1600 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Sources: USDA, ESRI, USGS, CEC
4/21/2025