

**ATTACHMENT 1-38
REDACTED LEASE
AGREEMENTS**

REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT ("**Agreement**"), made and entered into as of the 6 day of December, 2022 by and between Mitchell Boys Farms, a Kentucky general partnership ("**Seller**") and Boulevard Associates, LLC, a Delaware limited liability company, whose address is 700 Universe Boulevard, Juno Beach, FL., 33408 ("**Purchaser**"), provides as follows:

THAT, FOR AND IN CONSIDERATION of the mutual covenants, promises, conditions, and undertakings set forth herein, the payment of the Option Fee (as hereafter defined), and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Seller and Purchaser covenant and agree as follows:

1. **Grant of Option.** Seller hereby grants to Purchaser an exclusive right and option ("**Option**") to purchase from Seller, upon the terms and conditions hereafter set forth, that certain real property located in the County of Webster ("**County**"), Commonwealth of Kentucky, and any structures, buildings, and other improvements thereon, together with existing access easements benefiting such real property, all of which is more particularly described on **Exhibit A**, and depicted in Exhibit B-1, attached hereto and incorporated herein by reference together with Seller's right, title and interest, if any, in and to all streets, alleys and right-of-ways adjacent to the real property, any easement rights, air rights, subsurface development rights, water rights and other rights appurtenant to the real property, any minerals, including oil, gas and other hydrocarbon substances on the real property, all of which shall be referred to herein as the "**Property**".

2. **Duration of Option.** The term of the Option shall be four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Operator shall have a single election to extend the Initial Option Term for an additional one (1) year ("**Extended Option Term**") by written notice to Owner no later than thirty (30) days prior to the expiration of the Initial Option Term. References herein to the Option Term shall mean the Initial Option Term and, to the extent exercised by Operator, the Extended Option Term, unless the context otherwise expressly requires.

3. **Option Fee.** Purchaser shall deliver to Seller the amount of [REDACTED] per acre per year for four (4) years (collectively the "**Option Fee**") provided the Agreement has not terminated nor the Option exercised. The initial Option Fee shall be made within sixty (60) days after the Effective Date and thereafter the Option Fee shall be paid quarterly during the Option Term. In the event Purchaser exercises the Option, the Option Fee shall be applied as a credit to the Purchase Price as defined in Section 5 hereof.

4. **Exercise of Option, Non-Exercise of Option.** Purchaser may elect to exercise the Option at any time during the Option Term by giving written notice of exercise to Seller. If the Option is exercised as provided herein, this Agreement shall become and constitute a binding contract for the purchase and sale of the Property on the terms and conditions set forth in this Agreement. Upon exercise of the Option by the Purchaser, closing on the purchase and sale of the Property hereunder ("**Settlement**") will occur on a date mutually agreed to by Purchaser and Seller, but no later than sixty (60) days after the date of such written notice of exercise ("**Settlement Date**"). Purchaser shall have the right to terminate the Agreement at any time during the Option

Term in Purchaser's sole discretion for any reason by giving Seller written notice, and in such event Seller shall retain any Option Fee delivered by Purchaser as of the termination date, subject to the provisions of this Agreement under which Purchaser has the right to terminate the Agreement and have any Option Fee returned to Purchaser.

5. **Purchase Price.** If Purchaser exercises the Option during the Option Term, it shall deliver to Escrow Agent at Settlement an amount equal to [REDACTED] per acre for the Property, with the exact acreage to be determined by the Survey as contemplated by this Agreement ("**Purchase Price**") subject to credits, prorations and adjustments as provided in this Agreement.

6. **Title and Escrow.**

A. **Escrow.** On or before the date Purchaser exercises the Option, Purchaser shall open an escrow ("**Escrow**") with an escrow company acceptable to Purchaser (the "**Escrow Agent**"). This Agreement constitutes escrow instructions to Escrow Agent. Any supplemental instructions shall not conflict with, amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control, unless otherwise agreed in writing by Purchaser and Seller.

B. **State of Title.** Seller's title to the Property is, as of the Effective Date, and shall be, at the time of Settlement, marketable, fee simple, indefeasible, and fully insurable at standard rates by a reputable title insurance company selected by Purchaser ("**Title Insurer**"), subject only to those exceptions acceptable to Purchaser, in its sole discretion. Seller shall cause title to the Property to be conveyed to Purchaser by special warranty deed subject only to current taxes and assessments and matters approved by Purchaser in accordance with Section 6(C) (the "**Permitted Exceptions**"). At Settlement, Seller must satisfy all reasonable requirements imposed by the Title Insurer to issue its ALTA standard owner's policy of title insurance, insuring title to the Property in the name of the Purchaser with liability in the amount of the Purchase Price or such higher amount as may be specified by Purchaser (the "**Owner's Policy**"). The Owner's Policy shall list as exceptions to coverage only the foregoing taxes and assessments and the Permitted Exceptions.

C. **Title Examination.** Within the Option Term, Purchaser, at its expense, may cause a Title Insurer to issue a title insurance commitment ("**Commitment**") to issue an Owner's Policy to Purchaser. At least thirty 30 days prior to the earlier of (a) the exercise of the Option or (b) the expiration of the Option Term, Purchaser shall advise Seller in writing ("**Title Objection Notice**") of those exceptions to title in the Commitment, which may include any unrecorded leases disclosed by the Seller in accordance with this Agreement, and those matters shown on the Survey contemplated by this Agreement that are unacceptable to Purchaser ("**Title Defects**"). Any exceptions to title insurance shown on the Commitment and matters shown on the Survey that are not contained in the Title Objection Notice shall be deemed Permitted Exceptions. Any title matters affecting the Property and arising after the Effective Date shall not be considered Permitted Exceptions without Purchaser's prior written consent in accordance with Section 6(D). Seller shall use its good faith efforts to cure all Title Defects promptly and at its expense. In the event that Seller is unable to cure any Title Defects (excluding any Monetary Liens) within the thirty (30) day period following the date of the Title Objection Notice or by the Settlement Date, whichever

first occurs ("**Title Cure Period**") after good faith efforts to do so, Seller shall notify Purchaser in writing as to which Title Defects remain uncured on or before the end of the Title Cure Period and Purchaser shall have twenty (20) days following such notice to either: (i) elect to accept title to the Property subject to the uncured Title Defects, in which event such Title Defects shall be deemed Permitted Exceptions; (ii) terminate this Agreement by written notice thereof to Seller, whereupon this Agreement shall be terminated, the Option Fee shall be returned to Purchaser by Seller and both parties shall thereafter be released from all further obligations hereunder, except for those obligations specifically stated herein to survive termination of this Agreement; or (iii) elect to extend the Title Cure Period or Settlement Date, if the Option has been exercised, for a reasonable period of time designated by Purchaser (not to exceed thirty (30) days) and, if upon the expiration of such period Seller shall not have cured the Title Defects, Purchaser shall have the options set forth in (i) or (ii) above. Notwithstanding the above, Seller shall be obligated to cure any Title Defects created by Seller and any judgment, lien or encumbrance that can be cured by the payment at Settlement of a liquidated amount ("**Monetary Liens**"). At Settlement, Seller shall provide Purchaser and Title Insurer with all affidavits in form reasonably acceptable to the Title Insurer to permit the Title Insurer to insure against adverse matters caused by Seller and first appearing in the Office of the Clerk of the County on a date subsequent to the effective date of the Commitment and prior to the recording of the deed required by the terms of this Agreement, and to permit Title Insurer to delete the standard exceptions, including parties in possession, mechanics' or materialmen's liens and unrecorded easements

D. Future Title Matters. Seller shall not, after the Effective Date, subject the Property, or consent, to any liens, encumbrances, covenants, conditions, restrictions, easements, or rights-of-way, or seek any zoning changes or take any other action that might affect or modify the status of title to the Property (other than curing or removing title exceptions as contemplated by Section 6(C)) without Purchaser's prior written consent. If Seller violates the provisions of the preceding sentence, Seller shall, prior to Settlement, and at its expense, effect the release of any such liens, encumbrances, covenants, conditions, restrictions, easements and rights-of-way, and take such steps as are necessary to return the zoning and title of the Property to the condition that existed as of the Effective Date or as agreed to by Purchaser.

7. Due Diligence.

A. Purchaser's Tests and Inspections. Purchaser shall have the right during the Option Term, to use all existing easements and roads providing access to the Property, including any easements described on **Exhibit A**, and to enter upon the Property and to perform, at its expense, boring tests and economic, engineering, topographic, environmental, survey and marketing tests or any other studies, tests and due diligence as Purchaser elects in its sole discretion. Said tests shall include but not be limited to the installation on the Property of any weather related instruments and fencing of said instruments reasonably required by Purchaser and access to said instruments. Purchaser shall not interfere with Seller's current operations on the Property while conducting any studies, tests and due diligence on the Property but in the event that Purchaser does interfere with Seller's current operations, Purchaser shall use all reasonable efforts to minimize any impact on Seller's operations. During the Option Term, Seller agrees to make available to Purchaser for inspection, and, at Settlement, to assign to Purchaser without cost, any and all architectural and engineering studies, surveys, and other related materials or information

relating to the Property that are in, or come into, Seller's possession or control as more particularly set forth herein. Within the Option Term, Purchaser may elect, at its option and expense, to cause a survey of the Property ("**Survey**") to be prepared by a reputable surveyor, certifying the acreage of the Property and containing such other information as the Purchaser may direct. Provided Purchaser elects to cause a survey to be prepared, Purchaser may arrange for the preparation of the Survey during the Option Term or at any time prior to Settlement. Purchaser agrees to indemnify against and hold Seller harmless from any claims, damages, costs, or expenses arising from entry upon the Property by Purchaser, or any agents, contractors, or employees of Purchaser with the exception of: (i) any loss, liability, cost or expense to the extent arising from or related to acts of Seller or any tenants, (ii) any diminution in value of the Property arising from or related to matters discovered by Purchaser during its investigation of the Property, (iii) any latent defects in the Property discovered by Purchaser, (iv) liability which results from the release of preexisting toxic or Hazardous Materials on or about the Property resulting from normal environmental testing procedures, and (v) liability which arises from the results or findings of such tests. The provisions of this Section shall survive the Settlement Date or earlier termination of this Agreement. If Settlement does not occur, Purchaser, at its own expense, shall repair any damage to the Property caused by Purchaser's tests and studies. In the event Purchaser does not exercise the Option, Purchaser shall provide to Seller a copy of the Survey it receives in accordance with this Agreement.

B. Delivery of Due Diligence Information. The following instruments and items of information shall be delivered by Seller to Purchaser within fifteen (15) days after the Effective Date to the extent these items are in the Seller's possession or control:

1. All reports covering underground soil and water conditions at the Property and in the possession of Seller or its agent.
2. Copies of any and all licenses, permits and inspection reports issued by governmental authorities with respect to the Property.
3. Copies of the most recent real estate tax bills as to the Property.
4. All current leases and royalty agreements for any portion of the Property.
5. All existing surveys for any portion of the Property.
6. All existing title policies for any portion of the Property.
7. All existing environmental reports for any portion of the Property.
8. Copies of well permits, statements of beneficial use and decrees relating to any ground water wells on or under the surface of the Property.

C. Access to Books and Records. Seller covenants and agrees that its shall give to Purchaser and to Purchaser's counsel, accountants and other representatives full access

during normal business hours to the Property and to contracts and commitments of Seller relating to the Property, if any, and shall furnish to Purchaser all such information concerning the Property in the possession of Seller or their agents that Purchaser may reasonably request.

8. **Settlement Deliveries.**

A. **Seller's Deliveries.** At or before Settlement, Seller shall deliver to Escrow Agent all of the following documents and instruments, which shall have been executed by Seller:

1. A special warranty deed ("**Deed**"), in the form attached hereto as **Exhibit B** granting and conveying to Purchaser title to the Property in fee simple absolute, such Deed to be delivered in hand at Settlement;

2. A bill of sale and general assignment transferring and conveying all of Seller's right, title and interest in and to any personal property at the Property that Purchaser has agreed to accept and all of Seller's right, title and interest in and to all licenses, rights, permits and authorizations pertaining to the Property;

3. Such affidavits, certificates and forms as may be required by the Title Insurer, any lender, or state or local law;

4. A Certification of Non-Foreign Status pursuant to Section 1445 of the Internal Revenue Code ("**Section 1445**") that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and related regulations), and applicable federal and state tax reporting certificates including, without limitation, any required state withholding or non-foreign status affidavit or certificate;

5. A solar easement encumbering lands owned by Seller within a half-mile radius of the Property, which restricts development or construction on such lands that would overshadow or otherwise block access of the sunlight to the solar collection facilities to be located on the Property;

6. All other documents and instruments referred to herein that are to be provided to Purchaser by Seller;

7. All documents reasonably required by the Escrow Agent, including, but not limited to, an executed settlement statement; and

B. **Purchaser's Deliveries.** At or before Settlement, Purchaser shall deliver to Escrow Agent all of the following:

1. The Survey (provided Purchaser elects to cause preparation of the Survey);

2. The Purchase Price subject to credits, prorations and adjustments as provided in this Agreement in cash or other immediately available funds;

3. All other documents and instruments referred to herein that are to be provided to Seller by Purchaser; and

4. All documents reasonably required by the Escrow Agent, including, but not limited to, an executed settlement statement.

9. **Settlement Costs: Prorated items and Adjustments.**

A. **Settlement Costs.** Seller shall pay (1) all state, county and city transfer and recording taxes payable, if any, in connection with the transfer contemplated herein; (2) its own legal fees; (3) 50% of the escrow fees; and (4) the costs to prepare the Deed. Purchaser shall pay (1) the title insurance premium for a the Owner's Policy and any endorsements to the Owner's Policy, except endorsements required to resolve any Title Defects, the cost of which shall be paid by Seller; (2) 50% of the escrow fees; (3) the cost of any Survey obtained by Purchaser; (4) any recording fees payable in connection with recording the Deed; (5) all fees, costs or expenses in connection with Purchaser's due diligence reviews hereunder; and (6) its own legal fees. Any other closing costs shall be allocated in accordance with local custom. Seller and Purchaser shall pay their respective shares of prorations as hereinafter provided.

B. **Prorations.** At Settlement, real property taxes shall be apportioned between Purchaser and Seller as of the Settlement Date based on the most current tax rate applied to the most current assessed valuation of the Property, multiplied by the ratio of the number of days in the tax period for which such taxes are paid to the number of days in such period (a) before but not including the Settlement Date (with respect to which Seller shall be responsible) and (b) from and after the Settlement Date (with respect to which Purchaser shall be responsible). Seller and Purchaser agree that, if "roll-back" taxes are or may be imposed against the Property, Seller shall be obligated to pay the portion of such taxes, together with any interest and penalties thereon, attributable to the period extending up to (but not including) the Settlement Date and that an escrow may be established at Settlement for the purpose of withholding roll-back taxes estimated by Purchaser, if the actual amount of such roll-back taxes is not readily ascertainable and/or payable as of the Settlement Date. All special assessments and other similar charges that have become a lien upon all or any portion of the Property as of the date of Settlement, whether or not they are then past due or are payable in the future, or that have been confirmed by any public authority as of the Settlement Date, shall be paid in full by Seller at Settlement. If after Settlement any proration is determined to have been inaccurate, the parties will make the proper adjustment payment or payments. The obligation to reconcile the prorations survives Settlement.

C. Unless (i) Seller is not a "foreign person" as contemplated in Section 1445 and (ii) Seller executes at Settlement an affidavit in the form required by the Internal Revenue Service to exempt Purchaser from the withholding requirements under Section 1445, the delivery of the Purchase Price to Seller shall be subject to the satisfaction of the withholding requirements under Section 1445.

10. **Seller's Representations and Warranties.** To induce Purchaser to enter into this Agreement and to purchase the Property, Seller hereby makes the following representations and warranties as to the Property as of the date hereof (upon each of which Seller acknowledges and agrees that Purchaser is entitled to rely and has relied) each and all of which shall be true, correct and complete as of the Settlement Date:

A. **Authority.** Seller has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. Seller, and any specific individual parties signing this Agreement on behalf of Seller represent and warrant that the parties signing this Agreement on behalf of the Seller have the full legal power, authority and right to execute and deliver this Agreement. Neither the entering into this Agreement nor the performance of any of Seller's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which Seller is a party.

B. **Accuracy of Documents.** To the best of Seller's knowledge, all documents and papers delivered by Seller to Purchaser pursuant to this Agreement are true, correct and complete as of the dates thereof, and there have been no material changes from the information set forth in any of them.

C. **Special Assessment.** No portion of the Property is subject to or is affected by any special assessment for improvements completed prior to the date hereof, whether or not presently a lien thereon.

D. **Taxes.** No portion of the Property is subject to or affected by any outstanding or delinquent taxes or related financial liabilities.

E. **Litigation.** Seller has not been served (by means of formal, legal service of process as required by law) with any litigation, and no arbitration proceedings have been commenced, which do or will affect any aspect of the Property or Seller's ability to perform its obligations under this Agreement. In addition, within the last two (2) years, Seller has not been threatened with any litigation (or arbitration) by a third party which would affect any aspect of the Property or Seller's ability to perform its obligations under this Agreement.

F. **Compliance.** Seller has not received any notice of any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to zoning, building, fire, environment, health and safety) of any governmental, quasi-governmental authority bearing on the construction, operation, ownership or use of the Property.

G. **Condemnation Proceedings.** Neither all nor any portion of the Property has been condemned or conveyed by deed in lieu of condemnation, nor is there now pending or, to the best of Seller's knowledge, threatened any condemnation or similar proceeding affecting the Property or any portion thereof. Seller has no knowledge that any such proceeding is contemplated. Seller has no knowledge of any change or proposed change in the route, grade or

width of, or otherwise affecting, any street or road abutting the Property, which change might have a material adverse impact on the Property.

H. Condition of Property. To the best of Seller's knowledge, there are no areas within the Property which are subject to any statutes, rules, regulations, conservation easements (or like encumbrances) or ordinances that would adversely affect the Property or Purchaser's ownership and intended use thereof.

I. Subdivision. The Property is a separate tax lot under applicable laws, ordinances and regulations, and subdivision is not required for the conveyance of the Property to Purchaser. The Property is not a separate tax lot under applicable laws, ordinances and regulations, and subdivision may be required for the conveyance of the Property to Purchaser. The Property will, on or before the Settlement Date, be subdivided from the larger tract of land owned by Seller in order to convey the Property to Purchaser. Seller shall, on or before the Settlement Date, obtain all necessary governmental approvals for a Minor Subdivision Plat delineating the Property as a separate and legal lot in a location and having the size and configuration designated by Purchaser upon the exercise of the Option, or as may be otherwise mutually agreed upon by Purchaser and Seller.

J. Zoning and Dedication. Purchaser intends to use the property to construct and operate a solar power plant. Seller shall cooperate fully with Purchaser and execute all documents required by Purchaser or governmental or quasi governmental authority, if any, for the purpose of securing any land use change, re-zoning, zoning variance or special use, if necessary, in order for the Property to be used for Purchaser's intended purpose. Seller has not received any notice of any pending change in zoning from any governmental or quasi-governmental authority, which change would materially affect the present zoning of the Property. Seller has not made any commitment to any governmental or quasi-governmental authority having jurisdiction, or to any third party, to dedicate or grant any portion of the Property for roads, easements, rights of way, park lands or for any restrictions or to incur any other expense or obligation relating to the Property.

K. Flood Plain; Stormwater. To the best of Seller's knowledge, the Property is not the subject or location of any stormwater detention or surface drainage facilities serving any property other than the Property, and the Property is not located in a flood zone.

L. Property Use. Seller has no knowledge of any actual, pending or threatened designation of any portion of the Property, or the area in which the Property is located, as a historic landmark or archeological district site or structure. Seller has no knowledge of any landfill or graveyard lying within the Property. Seller has not received any notice that any of the easements, covenants, conditions, restrictions or agreements to which the Property is subject interferes with or is breached by the use or operation of the Property as presently used.

M. Environmental Laws; Hazardous Materials.

1. The Property is not now, has not been during the period of Seller's ownership, and, to the best of Seller's knowledge, was not during any period prior to Seller's ownership:

(a) in violation of any past or present federal, state, or local statute, regulation, ordinance, administrative order, judicial order or any similar requirement having the force and effect of law, relating to the protection of human health or the environment (an "**Environmental Law**") including, but not limited to, any federal, state or local regulation relating to industrial hygiene or soil or ground water conditions; or

(b) used to generate, manufacture, store, refine, dispose of, or in any manner deal with, any flammable, explosive or radioactive material, hazardous waste, toxic substance or related material, oil, waste oil, or other petroleum based materials, or any other substance or material defined or designated as a hazardous or toxic substance, material or waste by any federal, state or local law or environmental statute, regulation or ordinance presently in effect or as amended or promulgated in the future (a "**Hazardous Material**");

2. Neither Seller nor, to Seller's knowledge, any prior owners or occupants of the Property have received any notice or advice from a governmental agency with regard to Hazardous Materials on, from or affecting the Property that could give rise to any liability under any Environmental Law, and, to Sellers' knowledge, there has been no investigation, notice of violation, request for information or claim of any kind asserted or threatened by any person, including any federal, state or local governmental agency, relating to the storage, disposal, discharge or release of any Hazardous Material in a manner that would give rise to any liability under any Environmental Law.

N. That as of the Effective Date, there are no leases or other agreements for occupancy in effect with respect to the Property other than agricultural leases which Seller has the right to terminate. Seller shall deliver exclusive possession of the Property to Purchaser at Settlement free and clear of all claims of tenants and others claiming possessory rights.

O. With the exception of this Agreement, no person or entity has a right of first refusal, option to purchase, or other right to purchase the Property pursuant to an agreement to which Seller is a party.

P. Seller has not filed for bankruptcy or other proceeding for the protection of debtors under state or federal law and that no similar involuntary proceeding has been filed or threatened against it.

Q. No part of the Property is subject to a special appraisal method that allows for the appraisal of the Property at less than its market value.

11. **Conditions Precedent.**

A. Conditions for the Protection of Purchaser. It shall be a condition precedent to Purchaser's obligation to purchase the Property and to perform its other obligations hereunder that each and every one of the conditions set forth under this Section 11(A) shall have been satisfied at or before Settlement, as hereafter provided, except for any such condition waived in writing by Purchaser, in whole or in part.

1. Between the Effective Date and the Settlement Date, the condition of the Property shall not have changed from the condition thereof as of the date of this Agreement, normal wear and tear excepted. Seller shall deliver vacant possession of the Property at Settlement. Prior to the Settlement Date, Seller shall remove all personal property, equipment and crops (whether or not harvestable for sale) from the Property.

2. Seller shall have delivered to Purchaser, on or before the Settlement Date, all of the documents and other information required of it pursuant to the provisions of this Agreement.

3. All of the covenants, representations, warranties, and agreements of Seller set forth in this Agreement shall be true, correct and complete as of the Effective Date and as of the Settlement Date. Notwithstanding that certain of Seller's representations and warranties may be limited to the extent of Seller's knowledge, the conditions precedent to Purchaser's obligation to consummate Settlement set forth in this Subparagraph shall not be so limited, and the satisfaction of such conditions shall depend upon the actual correctness on the Settlement Date of the matters stated in all such representations and warranties.

4. On or prior to the Settlement Date, Seller shall have performed, satisfied, or complied with all of the terms, provisions, covenants, conditions, and agreements of this Agreement.

5. Seller's title to the Property shall be as required by Section 6(B).

6. Seller [Purchaser] shall have created and subdivided the Property into a separate and legal lot of a minimum of 15 acres and maximum of 15 acres in a location and configuration designated by Purchaser upon the exercise of the Option, or as may be otherwise mutually agreed upon by Purchaser and Seller.

B. Purchaser's Right to Extend Settlement Date. In the event that any of the conditions of Settlement set forth in this Agreement is not satisfied as of the Settlement Date, Purchaser shall have the option to extend the time for Settlement by a period not in excess of thirty (30) days upon written notice to Seller to allow Seller additional time to fully satisfy any unsatisfied condition.

12. Condemnation and Risk of Loss.

A. Condemnation. In the event of condemnation or receipt of notice of condemnation of all of the Property, or any portion thereof, prior to the Settlement Date, Seller shall give written notice to Purchaser promptly after Seller receives such notice or otherwise learn of such condemnation or conveyance in lieu thereof. If all of the Property is, or is to be, condemned, this Agreement shall terminate immediately and Seller shall immediately return the Option Fee to the Purchaser. If less than all of the Property is, or is to be, condemned or taken, Purchaser, at its option, may elect either (a) to terminate this Agreement effective upon written

notice to Seller not later than thirty (30) days after receipt of notice from Seller and Seller shall immediately return amount of the Option Fee to the Purchaser minus the amount of the Initial Option Fee, which shall be retained by Seller, or (b) not to terminate this Agreement and proceed to Settlement. If Purchaser elects not to terminate this Agreement, Purchaser shall be entitled to receive, and Seller shall assign to Purchaser all of Seller's interest in, all of the condemnation proceeds and all interest thereon.

B. Risk of Loss. The risk of loss or damage to the Property prior to the Settlement, by casualty, act of God or any other event, shall be upon Seller.

13. Covenants.

A. Condition of the Property. Subject to the provisions of Section 12 hereof concerning condemnation, Seller, at Seller's expense, shall maintain the Property in at least as good condition as on the date hereof. Seller shall not diminish the quality or quantity of maintenance and upkeep services heretofore provided to the Property.

B. Operation Until Settlement. Between the Effective Date and the Settlement Date, Seller shall:

1. Not enter into any leases or other agreements for occupancy of the Property, or any part thereof, without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion.

2. Not transfer, convey, hypothecate, create a security interest in or lien upon, or otherwise dispose of any of the Property;

3. Comply with all federal, state and municipal laws, ordinances, and regulations relating to the Property;

4. Comply with all the terms, conditions and provisions of all agreements and other contractual arrangements referred to herein, or any other documents, agreements or instruments affecting the Property, make all payments required to be paid thereunder and suffer no default therein;

5. Promptly give written notice to Purchaser of the occurrence of any event materially affecting the Property, the Agreement, or the substance of the representations and warranties made hereunder; and

6. Operate and maintain the Property only in the ordinary course of business as currently conducted by Seller on the Property, if any; provided that the Seller shall not bring or store, or permit others to bring or store, any soil or fill material onto the Property that did not exist on the Property as of the Effective Date. Seller shall have the continued right to use the Property for this purpose between the Effective Date and the Settlement Date; provided that:

(a) Purchaser and its employees, representatives, and consultants shall have access to the Property after giving twenty-four (24) hour verbal or written notice to the Seller prior to entry and,

(b) Seller's use shall terminate upon the Settlement Date.

C. Other Acts or Omissions. Except as otherwise permitted herein, from the Effective Date until the Settlement Date, Seller shall not take any action or fail to take any action that would have a material adverse effect on the Property or Purchaser's ability to develop the Property after the Settlement Date, or that would cause any of the representations and warranties contained in Section 10 hereof to be untrue as of Settlement.

14. **Default.**

A. Purchaser's Rights. If any condition for the protection of Purchaser set forth in any provision of this Agreement cannot or will not be satisfied prior to Settlement, or upon the occurrence of any other event that would entitle Purchaser to terminate its obligations under this Agreement, Purchaser, at its option, may either (a) terminate this Agreement, in which event the parties shall have no further obligations or liabilities to one another hereunder except for those obligations specifically stated herein that survive termination of the Agreement, and the Option Fee shall be returned promptly to Purchaser by Seller, or (b) proceed to purchase the Property as provided herein. Notwithstanding the foregoing, Purchaser shall retain all remedies at law and in equity with respect to any misrepresentation or breach of warranty by Seller or with respect to any failure by Seller to perform its obligations hereunder, including, but not limited to, the right to specific performance of this Agreement. Purchaser shall be entitled to recover from Seller all of its costs and expenses, including attorneys' fees, incurred in connection with any legal action brought in connection with this subparagraph. This subparagraph does not limit Purchaser's remedies for any breach by Seller of obligations that survive the termination of this Agreement.

B. Seller's Rights. If, prior to Settlement, Purchaser fails to perform any obligation of Purchaser under this Agreement for any reason other than the failure to occur of a condition precedent to Purchaser's obligations hereunder, Seller shall give Purchaser prompt written notice of such default or failure, and, after thirty (30) days written notice thereof if Purchaser fails to cure such breach within such time ("**Cure Period**"), Seller shall be entitled to terminate this Agreement and retain the Option Fee as liquidated damages as described below.

C. **LIQUIDATED DAMAGES. IN THE EVENT THE TRANSACTION HEREIN PROVIDED SHALL NOT CLOSE FOR ANY REASON OTHER THAN THE FAILURE OF SATISFACTION OF A CONDITION TO PURCHASER'S OBLIGATIONS HEREUNDER OR THE DEFAULT OF SELLER, THEN THE OPTION FEE SHALL BE DELIVERED TO SELLER AS FULL COMPENSATION AND LIQUIDATED DAMAGES UNDER AND IN CONNECTION WITH THIS AGREEMENT, AND IN SUCH EVENT, PURCHASER SHALL NOT BE LIABLE TO SELLER FOR MONETARY DAMAGES. IN CONNECTION WITH THE FOREGOING, THE PARTIES RECOGNIZE THAT SELLER WILL INCUR EXPENSE IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THAT THE PROPERTY WILL BE**

REMOVED FROM THE MARKET; FURTHER, THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN THE EXTENT OF DETRIMENT TO SELLER CAUSED BY THE BREACH BY PURCHASER UNDER THIS AGREEMENT AND THE FAILURE OF THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR THE AMOUNT OF COMPENSATION SELLER SHOULD RECEIVE AS A RESULT OF PURCHASER'S BREACH OR DEFAULT. IN THE EVENT THE SALE CONTEMPLATED HEREBY SHALL NOT BE CONSUMMATED ON ACCOUNT OF PURCHASER'S DEFAULT, THEN THE RETENTION OF THE OPTION FEE SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT BY REASON OF SUCH DEFAULT. THE PAYMENT OF THE OPTION FEE AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY.

15. **Brokers.** Each party hereto represents to the other that there is no real estate broker involved in this transaction. Except as set forth in the foregoing sentence each party represents to the other that it has not made any agreement or taken any action which may cause any broker, agent or other person to become entitled to a brokerage or other fee or commission as a result of the transactions contemplated by this Agreement. Each party does hereby agree to indemnify and hold harmless the other from and against any and all costs, debts, damages, and claims, including, costs and reasonable attorneys' fees for pre-trial, trial or appellate matters in defending against any claims for brokerage commission or finder's fees arising through it relative to this transaction. The representations, warranties and agreements contained in this section shall survive the Settlement of this transaction.

16. **Seller's Environmental Indemnification:**

After the Settlement, Seller shall and hereby does agree, at its sole cost and expense, to defend, indemnify, protect and save harmless Purchaser from and against any and all direct and actual damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs (including, without limitation, site investigation, clean-up, remediation, removal and analytical costs), disbursements and/or expenses (including reasonable attorneys' fees and disbursements) (collectively, "**Loss and Expense**") which may be imposed upon, incurred by or asserted or awarded against Purchaser, resulting from or arising out of (i) the noncompliance with or violation of any applicable environmental laws prior to or as of the Settlement by Seller; (ii) any and all environmental claims alleged to have resulted from or arisen out of, an environmental condition at, on, from, under or in the Property which condition was created prior to the Settlement; (iii) any and all environmental claims related to the release or threatened release of any Hazardous Materials, as defined in Section 10(M) or Hazardous Substance, as defined below, from, in, on, above, under or affecting all or any portion of the Property prior to Settlement or the treatment, storage, disposal, arrangement for disposal, transportation, recycling, use, reuse, or handling in any manner, at the Property, of Hazardous Substances prior to Settlement (except if caused by the negligent acts or omissions of Purchaser during its period of occupancy) (the foregoing collectively referred to as "**Seller's Indemnification Obligation**"). As used herein, "**Hazardous Substances**" shall be defined as any

hazardous chemical, hazardous substance, hazardous waste, pollutants, contaminants, or similar term (including without limitation, petroleum and petroleum products, asbestos, asbestos containing materials, and PCBs) as defined in the Comprehensive Environmental Responsibility Compensation and Liability Act, as amended (42 U.S.C. 9601, et seq.), any rules or regulations promulgated thereunder, or in any other applicable federal, state or local law, rule or regulation dealing with environmental protection, including petroleum and petroleum products.

17. **General Provisions.**

A. **Completeness and Modification.** This Agreement constitutes the entire agreement between the parties as to the transactions contemplated herein and supersedes all prior and contemporaneous discussions, understandings and agreements between the parties.

B. **Assignments.** Purchaser may not assign its rights hereunder without the prior written consent of Seller, which consent shall not unreasonably be withheld, delayed or conditioned; provided, however, that Purchaser, without the consent of Seller, may assign, in whole or in part, its rights hereunder to any entity controlling, controlled by, or under common control with Purchaser.

C. **Survival.** All of Seller's representations, warranties, covenants, agreements and indemnifications made in, or pursuant to, this Agreement shall survive Settlement and delivery and recordation of the Deed.

D. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the circuit court located in the County. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement and is hereby waived. Notwithstanding anything to the contrary in this Agreement, neither party shall be entitled to recover punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

E. **Severability.** If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. **Costs.** Regardless of whether Settlement occurs, each party shall be responsible for its own costs in connection with this Agreement and the transactions contemplated hereby, including, without limitation, fees of attorneys, engineers and accountants, except as otherwise expressly provided herein.

G. **Notices.** Any notice expressly provided for or permitted under this Agreement shall be in writing, shall be given either manually or by mail, overnight delivery

service, such as UPS, FedEx, or Purolator, and shall be deemed sufficiently given when received by the party to be notified at its address set forth below, or three (3) business days after being mailed by registered or certified mail, postage prepaid, return receipt requested, or one (1) business day after being sent by such overnight delivery service, addressed to such party at such address, whichever shall first occur. Any party and any representative designated below, by notice to the other party, may change its address for receiving such notices.

If to Seller: Shane Mitchell, General Partner
750 Oscar Todd Road
Clay, KY 42404
Telephone: (270) 635-0695
E-mail: _____

Brad Mitchell, General Partner
12885 State Route 2837
Clay, KY 42404
Telephone: (270) 635-0695
E-mail: _____

Micah Mitchell, General Partner
10513 State Route 270 West
Clay, KY 42404
Telephone: (270) 635-0695
E-mail: _____

If to Purchaser: Boulevard Associates, LLC
700 Universe Blvd.
Juno Beach, FL 33408
Attention: Land Services Administration
Telephone: (855) 552-9872

H. Incorporation by Reference. All of the Exhibits attached or referred to herein and all documents in the nature of such Exhibits are by this reference incorporated herein and made a part of this Agreement.

I. Interpretation. The section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever used herein, the singular number shall include the plural and vice versa, and the use of any gender shall include all other genders, all as the context may require.

J. Business Days. If any action is required under the provisions of this Agreement to occur by a date that is a Saturday, Sunday or legal holiday, such date shall be extended to the first day thereafter that is not a Saturday, Sunday or legal holiday.

K. Waiver. No waiver or purported waiver by Purchaser of any contingency contained herein shall be valid against Purchaser unless it is in writing and signed by Purchaser.

L. Construction. The parties acknowledge that they and their counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

M. Memorandum of Option. Within ten (10) days of the Effective Date, Seller shall execute and deliver to Purchaser a Memorandum of this Agreement, which shall be recorded by Purchaser at the expense of Purchaser. In the event Seller fails to execute and deliver the Memorandum within ten (10) days of the Effective Date, Seller hereby authorizes the Purchaser to execute and record the Memorandum without the Seller's signature. In the event this Agreement is terminated by Purchaser or by Seller as a result of a default by Purchaser, in accordance with the terms of this Agreement and after written request by Seller, Purchaser shall execute a recordable document provided by Seller discharging the Memorandum of Option.

N. Confidentiality. Seller shall not disclose the fact or substance of this Agreement to any other persons or entities, other than Seller's counsel, tax advisor, or other consultants regarding this matter, unless and until Purchaser shall exercise its rights hereunder. Recordation of the Memorandum of Option contemplated under this Agreement shall not constitute a waiver of Purchaser's right to confidentiality.

O. Effective Date. The term "**Effective Date**" or such other similar term, shall be the last date on which a duplicate original of this Agreement has been executed by both Purchaser and Seller.

P. Time is of the Essence. The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement.

Q. Exclusivity of Option. Seller hereby agrees that the Option granted hereby shall be exclusive and agrees that, from and after the date of the Option and for so long thereafter as the Option is in force and effect, or until the Settlement Date occurs, whichever occurs later, Seller shall not offer any portion of the Property for sale to, accept any offer to purchase any portion of the Property from, nor enter into any contract to sell any portion of the Property with, nor enter into any lease, rental, or occupancy agreement affecting any portion of the Property with, nor enter into any agreement permitting any tenant to occupy any portion of the Property with, any person other than the Purchaser hereunder without in each instance first obtaining the prior written consent of the Purchaser.

R. Amendments. The terms of this Agreement may be waived, modified and amended only by and instrument in writing duly executed by Seller and Purchaser.

S. Counterparts. This Agreement may be executed in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. A facsimile or electronic signature to this Agreement or any amendment hereto shall be sufficient to prove the execution hereby by any person.

T. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

U. Payment Allocation Schedule. All payments to Owner shall be made based on the following allocation:

33.33% to Shane W. Mitchell

33.33% to Brad C. Mitchell

33.33% to Micah R. Mitchell

[Signatures on Next Page]

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

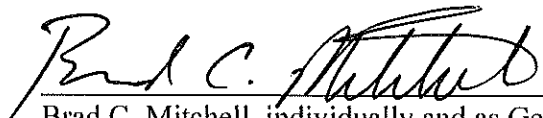
Seller:

Mitchell Boys Farms,
a Kentucky general partnership



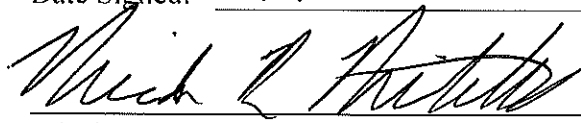
Shane W. Mitchell, individually and as General Partner

Date Signed: 11-30-22



Brad C. Mitchell, individually and as General Partner

Date Signed: 11-30-22



Micah R. Mitchell, individually and as General Partner

Date Signed: 11-30-22

Purchaser:

Boulevard Associates, LLC
A Delaware limited liability company

By: 

Anthony Pedroni, Vice President

Date Signed: 12.6.22

EXHIBIT A

Legal Description of Property

A 15 acre tract lying within the property described below

A certain tract of land located in Webster County at the intersection of Ky. Hwy. 120 and Old Stanhope Road, said tract being the Thurman Wayne Alsbrooks property (Db.279 Pg.695, Tracts 7, 9 & 11), and described by metes and bounds as follows:

Beginning at a mag spike set in the center of Old Stanhope Road at its intersection with the north side of Ky. Hwy. 120 (No Record), 30 feet from the center, said point being the Point of Beginning; thence generally with Old Stanhope Road, N 42° 57' 38" W, a distance of 2354.18 feet to a mag spike set in the center of Old Stanhope Road, a corner to Anna Dean Tudor Est. and Crede Heffelfinger (Db.218 Pg.69); thence with Tudor and Heffelfinger, N 51° 13' 55" E, a distance of 2651.65 feet to an iron pin set, a corner to James and Lucinda Ramsey (Db.306 Pg.315); thence with Ramsey the following three courses and distances, S 36° 41' 40" E, a distance of 1510.75 feet to an iron pin set at a corner post; thence N 51° 42' 16" E, a distance of 156.95 feet to an iron pin set at a corner stone; thence S 36° 55' 35" E, a distance of 969.35 feet to an iron pin set on the north side of Ky. Hwy. 120, 30 feet from the center; thence with the north side of Ky. Hwy. 120, S 54° 12' 01" W, a distance of 191.99 feet to an iron pin found (#3399) on the north side of Ky. Hwy. 120, 30 feet from the center, and the west side of J H Weldon Road, a corner to Alan and Tabatha Peters (Db.265 Pg.726); thence with Peters the following nine courses and distances, along the west side of J H Weldon Road, N 42° 35' 58" W, a distance of 370.19 feet to the point of curvature of a non-tangent curve, concave to the Northeast, having a radius of 237.77 feet, a central angle of 22° 22' 34", and a chord of 92.27 feet bearing N 26° 03' 41" W; thence Northwesterly along said curve, a distance of 92.86 feet; thence N 16° 23' 54" W, a distance of 45.34 feet to the point of curvature of a non-tangent curve, concave to the Southwest, having a radius of 104.88 feet, a central angle of 26° 21' 10", and a chord of 46.03 feet bearing N 29° 41' 44" W; thence Northwesterly along said curve, a distance of 46.41 feet to the terminus of J H Weldon Road; thence N 32° 46' 15" W, a distance of 166.98 feet to an iron pin found (#3399); thence S 56° 24' 42" W, a distance of 130.00 feet to an iron pin found (#3399); thence S 35° 01' 30" E, a distance of 200.83 feet to an iron pin found (#3399); thence S 69° 15' 52" E, a distance of 104.95 feet to an iron pin found (#3399); thence S 41° 07' 42" E, a distance of 432.57 feet to an iron pin found (#3399) on the north side of Ky. Hwy. 120, 30 feet from the center; thence with the north side of Ky. Hwy. 120, S 54° 12' 01" W, a distance of 2328.08 feet to the POINT OF BEGINNING; said described tract containing 141.897 acres, more or less, subject to any legal right-of-ways, easements, or restrictions of record. Description prepared from a physical survey performed by Keith Whittedge PLS #3399 on October 7, 2020.

(See plat recorded in Plat Cabinet 5, page 159B, Webster County Clerk's Office.)

Being the same real property conveyed to Tony J. Asher Revocable Trust, dated May 31, 2001, by and through its co-trustees, Tony J. Asher and Betty Turner Asher, by deed from Mitchell Boys Farms, a Kentucky General Partnership, dated June 7, 2021, recorded in Deed Book 312, page 438, in the Webster County Clerk's Office.

Approximately 142 acres
PIN: 054-004-003

EXHIBIT B-1

Depiction of Property

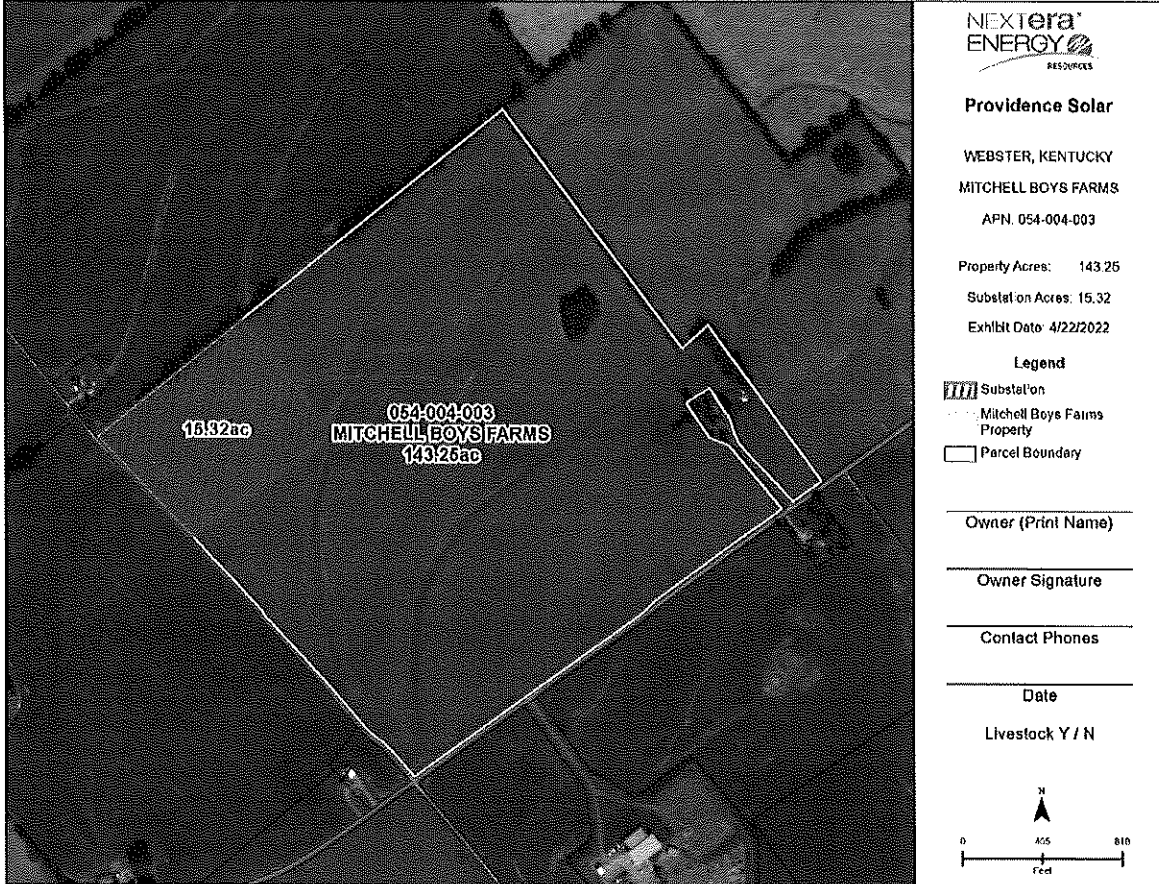


EXHIBIT B

Form of Special Warranty Deed

Mail Tax Bill in-care-of:

[Insert Name/Address of Grantee preferred contact for payment of taxes]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into effective as of the ___ day of _____, 20___, by and between: (i) _____, a _____ limited liability company, whose address is _____ ("Grantor"), and (ii) _____, a _____ limited liability company, whose address is _____ ("Grantee").

W I T N E S S E T H:

That for and in consideration of the total sum of _____ (\$_____), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby bargain, grant, sell and convey unto Grantee, in fee simple, with covenant of SPECIAL WARRANTY, certain real property, together with all improvements located thereon and all appurtenances thereunto belonging, situated in _____ County, Kentucky (the "**Property**"), more fully described on **Exhibit A**.

BEING the same property acquired by _____ by Deed dated _____, 20___, of record in Deed Book _____, Page _____, in the _____ County Clerk's office.

TO HAVE AND TO HOLD, in fee simple, all of the Property, together with all the rights, privileges, appurtenances and improvements thereunto belonging, unto Grantee, its successors and assigns, forever.

Grantor hereby specially covenants with Grantee, its successors and assigns, that Grantor will forever warrant and defend all of the Property so granted to Grantee, its successors and assigns, against every person lawfully claiming the same or any part thereof by, through or under Grantor, but not otherwise; and that the Property is free and clear of all taxes, liens and encumbrances, except (a) governmental laws, rules, regulations and restrictions affecting the Property, (b) the lien of current ad valorem taxes is not yet due and payable, and (c) all easements and restrictions of record.

As required by KRS 382.135, Grantor hereby certifies, and Grantee appears herein solely for the purpose of certifying, that the consideration stated above is correct.

ACCEPTANCE BY ESCROW AGENT

The undersigned Escrow Agent hereby acknowledges that on _____, the undersigned received a fully executed duplicate original of the foregoing Real Estate Purchase Option Agreement between Mitchell Boys Farms, a Kentucky general partnership, as Seller and Boulevard Associates, LLC, a Delaware limited liability company, as Purchaser. Escrow Agent agrees to act as the Escrow Agent under this Agreement in accordance with the instructions provided therein, and to comply with these instructions. Escrow Agent has assigned Escrow Number _____ to the Property for that purpose.

By: _____

Name: _____

Title: _____

Date: _____

OPTION AND TRANSMISSION EASEMENT

THIS OPTION AND TRANSMISSION EASEMENT ("**Agreement**") is dated this 19 day of December, 2022 ("**Effective Date**") by and between Mitchell Boys Farms, a Kentucky Limited Partnership, with an address of 1332 Springer Curry Road ("**Grantor**"), and Boulevard Associates, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

RECITALS

WHEREAS, Grantor is the owner of a certain tract of real property located in Webster, Kentucky more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement as depicted in **Exhibit B** to this Agreement.

NOW THEREFORE, in consideration of the good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Option.** Grantor grants to Grantee an exclusive option ("**Option**") to acquire the Easements (defined in Section 2) in accordance with the following terms and conditions.

a. The initial term of the Option shall be four (4) years, commencing on the Effective Date ("**Initial Option Term**"). Grantee shall have a single election to extend the Initial Option Term for an additional one (1) year ("**Extended Option Term**") by written notice to Grantor at any time prior to the third (4th) anniversary of the Effective Date. The Initial Option Term and Extended Option Term shall collectively be referred to as the "**Option Term**".

b. During the Option Term, Grantee and its employees, agents and contractors shall have a right to enter upon the Property and the right of ingress and egress over and across the Property for the purposes of (i) surveying the Property; and (ii) performing such other tests and studies as Grantee may desire in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments and geotechnical, foundation and soil tests; provided that such activities do not unreasonably interfere with Grantor's use of the Property.

c. Grantee may exercise the Option at any time during the Option Term by giving written notice to Grantor pursuant to an Option Notice ("**Option Notice**") in the form of **Exhibit C** attached hereto. Grantee shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**") and the Option Notice will be recorded by Grantee in the office of the County Clerk of the County(ies) in which the Property is located.

d. If Grantee fails to exercise the Option within the Option Term, the Option and the rights of Grantee as provided herein shall automatically terminate.

2. **Easements.** On the Commencement Date, the Easements shall automatically become effective and the Parties shall be subject to all of the terms and conditions of this Agreement. As used herein, the Transmission and Telecommunication Easement, Access Easement, Construction Easement and Overhang Easement shall collectively be referred to as "**Easements**". Grantor hereby grants to Grantee the right to investigate, inspect, survey, and conduct tests on the Property relating to the Easements in connection with Grantee's due diligence investigations throughout the Option Term, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies.

a. In the event that Grantee exercises the Option as described above, pursuant to the Option Notice, Grantor shall grant to Grantee an irrevocable, exclusive easement for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities ("**Transmission and Telecommunication Easement**") pursuant to the Easements in the location shown on **Exhibit B** to this Agreement. "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms and other structures related to the transmission of electrical power. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services related to the operation of the Transmission Facilities. The Transmission Facilities and the Telecommunication Facilities are collectively and individually referred to as the "**Facilities**".

b. In the event that Grantee exercises the Option as described above, Grantor shall grant to Grantee an irrevocable, non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the Property by means of any existing roads or lanes thereon, or otherwise by such route or routes as Grantee or Grantor may construct from time to time for the

purposes of constructing, maintaining, removing and operating the Facilities ("**Access Easement**"). Grantee agrees to maintain and repair all roadway improvements located on the Access Easement for the joint use thereof by Grantor and Grantee for ingress and egress over, across, and along the Access Easement; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of the roadway caused any person using the roadway with Grantor's permission. Grantee shall have the right to install on the Property an access gate with dual locks, at its expense, in order that it, together with its contractors, agents and appointees shall have the right to access the Property. Grantee shall be responsible, at its cost and expense for all maintenance and repair for any access gate installed by Grantee.

c. In the event Grantee exercises the Option as described above, Grantor grants to Grantee a temporary easement on, over, along and under the Property for the following: (1) to construct and install Facilities, and (2) to store material and equipment during construction of the Facilities ("**Construction Easement**").

d. Grantor acknowledges and agrees that during the final development and construction of the Facilities, Grantee may request Grantor to change the location and route of the Easements, and Grantor agrees it will consent to the same so long as the nature and extent of any such relocated or rerouted Easements are not materially different and impose no greater burden on the Property than the original locations or routes. In the event Grantee does relocate the Easements under this Section, Grantee shall provide to Grantor a revised **Exhibit B**, which shall show the location of the Easements and shall substitute for the **Exhibit B** to be attached to, and delivered with, the Option Notice.

3. **Ownership**. Grantor is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant the Easements. Grantor agrees to warrant and defend its ownership of the Property and Grantee's interest in this Agreement against any other party claiming to have any ownership interest in the Property.

4. **Interference**. Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic or other forms of energy to or from the Property; or (iii) take any action which will interfere with or impair Grantee's access to the Property for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Facilities. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation on the Property, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities.

5. **Assignment & Sublease.** Grantee shall have the right, without Grantor's consent, to assign its interest in this Agreement or to sell, convey, lease, transfer, or assign its interest in the Easements on either an exclusive or a non-exclusive basis, or to grant subeasements, co-easements, separate leases, easements, licenses or similar rights with respect to the Property (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"). Any such assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee.

6. **Hazardous Materials.** Grantor represents and warrants that, to the best of Grantor's knowledge, the Property is not and has not been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement ("**Environmental Laws**"), and Grantor has not received any notice or other communication from any governmental authorities alleging that the Property is in violation of any Environmental Laws. "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Grantor represents and warrants that, except as disclosed to Grantee in writing, to the best of Grantor's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Grantor's ownership of the Property. Grantor shall not violate in a material way any Environmental Law relating to the Property.

8. **Indemnity & Insurance.** Grantee acknowledges and agrees that it shall hold Grantor and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Grantee exercising its rights under this Agreement including liability resulting in injuries to persons who enter onto the Property in the exercise of its rights or any failure of Grantee to maintain its Facilities. Grantee acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry.

9. **Removal.** If this Agreement is terminated and after receiving a written request from Grantor, Grantee shall remove all Facilities on the Property and restore the Property to its approximate original condition that existed before Grantee constructed its Facilities all at Grantee's sole cost and expense. Such removal by Grantee shall be accomplished within one (1) year after receiving a written request from Grantor and include any Facilities to a depth of forty-eight inches (48") beneath the surface of the Property.

10. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named in the preamble; (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party named in the preamble; or (iii) upon receipt after deposit with a nationally recognized courier service addressed by name and address to the party named in the preamble. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.

11. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

12. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this agreement shall be to the court of competent jurisdiction.**

13. **Successors and Assigns.** The Easements and any restrictions of this Agreement shall run with the Property and land affected and shall be binding on, the Parties, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties respecting the subject matter. Any agreement, understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later in a writing signed by both parties, is null and void. This Agreement and the easement shall not be modified or amended except for in writing signed by the parties or their successors in interest.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

16. **Compensation.** The compensation due by Grantee to Grantor for this Agreement is set forth in a separate Compensation Agreement between the Parties which the Parties agree shall not be recorded.

[Signatures follow on next page]
[Balance of page intentionally left blank]

EXHIBIT A TO EASEMENT

Legal Description of Property

Parcel #054-004-003

A certain tract of land located in Webster County at the intersection of Ky. Hwy. 120 and Old Stanhope Road, said tract being the Thurman Wayne Alsbrooks property (Db.279 Pg.695, Tracts 7, 9 & 11), and described by metes and bounds as follows:

Beginning at a mag spike set in the center of Old Stanhope Road at its intersection with the north side of Ky. Hwy. 120 (No Record), 30 feet from the center, said point being the Point of Beginning; thence generally with Old Stanhope Road, N 42° 57' 38" W, a distance of 2354.18 feet to a mag spike set in the center of Old Stanhope Road, a corner to Anna Dean Tudor Est. and Creda Heffelfinger (Db.218 Pg.89); thence with Tudor and Heffelfinger, N 51° 13' 55" E, a distance of 2651.65 feet to an iron pin set, a corner to James and Lucinda Ramsey (Db.308 Pg.315); thence with Ramsey the following three courses and distances, S 36° 41' 40" E, a distance of 1510.75 feet to an iron pin set at a corner post; thence N 51° 42' 16" E, a distance of 158.95 feet to an iron pin set at a corner stone; thence S 36° 55' 35" E, a distance of 969.35 feet to an iron pin set on the north side of Ky. Hwy. 120, 30 feet from the center; thence with the north side of Ky. Hwy. 120, S 54° 12' 01" W, a distance of 101.99 feet to an iron pin found (#3399) on the north side of Ky. Hwy. 120, 30 feet from the center, and the west side of J H Weldon Road, a corner to Alan and Tabatha Peters (Db.265 Pg.726); thence with Peters the following nine courses and distances, along the west side of J H Weldon Road, N 42° 35' 58" W, a distance of 370.18 feet to the point of curvature of a non-tangent curve, concave to the Northeast, having a radius of 237.77 feet, a central angle of 22° 22' 34", and a chord of 92.27 feet bearing N 26° 03' 41" W; thence Northwesterly along said curve, a distance of 92.86 feet; thence N 16° 23' 54" W, a distance of 45.34 feet to the point of curvature of a non-tangent curve, concave to the Southwest, having a radius of 104.88 feet, a central angle of 26° 21' 10", and a chord of 46.03 feet bearing N 29° 41' 44" W; thence Northwesterly along said curve, a distance of 46.41 feet to the terminus of J H Weldon Road; thence N 32° 46' 15" W, a distance of 166.98 feet to an iron pin found (#3399); thence S 56° 24' 42" W, a distance of 130.00 feet to an iron pin found (#3399); thence S 35° 01' 30" E, a distance of 200.83 feet to an iron pin found (#3399); thence S 69° 15' 52" E, a distance of 104.95 feet to an iron pin found (#3399); thence S 41° 07' 42" E, a distance of 432.57 feet to an iron pin found (#3399) on the north side of Ky. Hwy. 120, 30 feet from the center; thence with the north side of Ky. Hwy. 120, S 54° 12' 01" W, a distance of 2328.08 feet to the POINT OF BEGINNING; said described tract containing 141.897 acres, more or less, subject to any legal right-of-ways, easements, or restrictions of record. Description prepared from a physical survey performed by Keith Whittedge PLS #3399 on October 7, 2020.

(See plat recorded in Plat Cabinet 5, page 159B, Webster County Clerk's Office.)

Being the same real property conveyed to Tony J. Asher Revocable Trust, dated May 31, 2001, by and through its co-trustees, Tony J. Asher and Betty Turner Asher, by deed from Mitchell Boys Farms, a Kentucky General Partnership, dated June 7, 2021, recorded in Deed Book 312, page 438, in the Webster County Clerk's Office.

Approximately 142 acres

QLA: 15330

EXHIBIT B TO EASEMENT

Depiction of Easements

EXHIBIT C TO EASEMENT

Form of Notice of Exercise of Option

NOTICE OF EXERCISE OF OPTION

THIS NOTICE OF EXERCISE OF OPTION is made and dated as of this ____ day of [insert month], [insert year], ("**Option Notice**") by [insert Legal Entity], a Delaware limited liability company ("**Grantee**") for the purpose of giving notice to [insert Grantor's Name] ("**Grantor**") of the following:

1. Grantor and Boulevard Associates, LLC, a Delaware limited liability company (predecessor in interest to Grantee), entered into an Option and Transmission Easement dated [insert Transmission Easement Date], recorded on [insert Transmission Easement recording Date] in [insert Recording Info], [insert County] County, Kentucky ("**Agreement**"), whereby Grantor granted to Grantee an exclusive option to acquire Easements ("**Option**") over certain real property located in [insert County] County, Kentucky as more specifically described in **Exhibit A** attached hereto ("**Property**").

2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.

3. Pursuant to Section 1(c) of the Agreement, this Option Notice constitutes written notice of Grantee's exercise of its right to acquire the Easements referenced in Section 2 of the Agreement.

4. Pursuant to Sections 1(c) and 2 of the Agreement, the Commencement Date is hereby declared to be [insert Commencement Date].

5. The terms of this Option Notice shall govern over conflicting terms in the Agreement. All of the terms, conditions, and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this Option Notice shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.

[Signature Appears on Following Page]

IN WITNESS WHEREOF, the Grantee has executed this Option Notice effective on the date set forth above.

Grantee:

Boulevard Associates, LLC,
a Delaware limited liability company

By: _____
Anthony Pedroni, Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of **physical presence** or **online notarization**, this ____ day of _____, 2022 by Anthony Pedroni, as Vice President of Boulevard Associates, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

Notary Public, State of Florida
Name: _____
My Commission Expires: _____

Prepared By and After
Recording Return to:

Joshua Escoto, Esq.
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 694-4662

EXHIBIT A TO FORM OF NOTICE

Legal Description of Property

[insert legal description of Property from Transmission Easement]

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Deed dated _____, _____, of record in Deed Book _____, Page _____, in the _____ County Clerk's office.

COMPENSATION AGREEMENT

In consideration for entering into the Option and Transmission Easement ("**Agreement**") with Boulevard Associates, LLC, a Delaware limited liability company ("**Grantee**"), Mitchell Boys Farms, a Kentucky Limited Partnership ("**Grantor**") shall receive the following compensation:

Option Payment. A [REDACTED] option payment per year on or before each anniversary of the Effective Date during the Option Term unless Grantee elects to discontinue the Option or Grantee exercises the Option. The first option payment shall be paid within sixty (60) days after the Effective Date (as defined in the Agreement).

One-Time Payments.

If Grantee exercises the Option, Grantee shall pay to Grantor a one-time payment of [REDACTED] per utilized acre of transmission line constructed on the Property. The utilized acreage will be determined by an as-built survey to be completed within thirty (30) days after construction of the transmission line. Grantee shall pay to Grantor said one-time payment within thirty (30) days of completion of the as-built survey.

Crop Compensation.

(a) Grantee shall pay to Grantor, or their lawful tenants, for all damage to crops of Grantor, or their tenants, caused by Grantee while utilizing the Easements for the purposes being granted herein including any damages due to entering onto the Property to make surveys and investigations related to the Project. Each time Grantee exercises its rights under the Construction Easement it shall compensate Grantor or its tenants for all crops, including native or improved grass pasture, lost or destroyed by reason of the use, but in no case shall Grantee be required to pay more than a single, total crop loss in any one crop year. Damages will be calculated by the following formula: $\text{Unit Price} \times \text{Unit Yield Per Acre} \times \text{Acres Damaged} = \text{Damages}$. Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. If the crop is not traded on the Chicago Board of Trade, the price shall be based on the dominant trading exchange for that crop, but the formula shall remain the same. Yield will be the average of the previous three (3) years' yields according to Grantor's records for the smallest parcel of land that includes the damaged area. If Grantor does not have yield records available, the parties will use National Agricultural Statistic Services records or other commonly used yield information available for the area.


(b) The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. A crop compensation form shall be completed and delivered to Grantee within two hundred forty (240) days after the damage occurs. Payment shall be made within sixty (60) days after mutual execution of the crop compensation form.

Payment due under the Agreement shall be distributed as follows:

100% to Mitchell Boys Farms, a Kentucky Limited Partnership

Signed and completed W-9 form required from each payee before payment is due from Grantee.

Grantor:



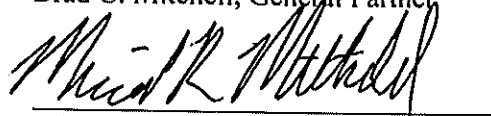
Shane W. Mitchell, General Partner

11-30-22
Date



Brad C. Mitchell, General Partner

11-30-22
Date



Micah R. Mitchell, General Partner

11-30-22
Date

OPTION AND TRANSMISSION EASEMENT

THIS OPTION AND TRANSMISSION EASEMENT ("**Agreement**") is dated this 1 day of March, 2024 ("**Effective Date**") by and between Peyton-Melton Farms, LLC, a Kentucky limited liability company, with an address of PO Box 205, Slaughters, KY 42411 ("**Grantor**"), and Boulevard Associates, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

RECITALS

WHEREAS, Grantor is the owner of a certain tract of real property located in Webster County, Kentucky more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantor desires to grant and convey to Grantee an option to acquire certain easements, including without limitation, an exclusive easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement as depicted in **Exhibit B** to this Agreement.

NOW THEREFORE, in consideration of the good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Option.** Grantor grants to Grantee an exclusive option ("**Option**") to acquire the Easements (defined in Section 2) in accordance with the following terms and conditions.

a. The term of the Option shall be for four (4) years, commencing on the Effective Date ("**Option Term**"). The term "**Effective Date**" shall mean the last date upon which this Agreement has been fully executed by both Grantor and Grantee.

b. During the Option Term, Grantee and its employees, agents and contractors shall have a right to enter upon the Property and the right of ingress and egress over and across the Property for the purposes of (i) surveying the Property; and (ii) performing such other tests and studies as Grantee may desire in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments and geotechnical, foundation and soil tests; provided that such activities do not unreasonably interfere with Grantor's use of the Property.

c. Grantee may exercise the Option by giving written notice to Grantor ("**Option Notice**") at any time during the Option Term. Grantee shall specify in the Option Notice the date on which the Easements will become effective ("**Commencement Date**"). Grantee shall deliver to Grantor a proposed plan showing the contemplated location and route of the Easements (as defined in Section 2) attached hereto as Preliminary **Exhibit B** to this Agreement. Grantee

reserves the right to amend and change Preliminary Exhibit B as needed. Grantee may record the Option Notice and the **Exhibit B** in the County where the Property is located.

d. If Grantee fails to exercise the Option within the Option Term, the Option and the rights of Grantee as provided herein shall automatically terminate.

2. **Easements.** On the Commencement Date, the Easements shall automatically become effective and the Parties shall be subject to all of the terms and conditions of this Agreement. As used herein, the Transmission and Telecommunication Easement, Access Easement, Construction Easement and Overhang Easement shall collectively be referred to as "**Easements**". Grantor hereby grants to Grantee the right to investigate, inspect, survey, and conduct tests on the Property relating to the Easements in connection with Grantee's due diligence investigations throughout the Option Term, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies.

a. In the event that Grantee exercises the Option as described above, pursuant to the Option Notice, Grantor shall grant to Grantee an irrevocable, exclusive easement for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Transmission Facilities and Telecommunication Facilities ("**Transmission and Telecommunication Easement**") pursuant to the Easements in the location shown on **Exhibit B** to this Agreement. "**Transmission Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms and other structures related to the transmission of electrical power. "**Telecommunication Facilities**" shall mean all improvements whose purpose is to provide telecommunication services, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services related to the operation of the Transmission Facilities. The Transmission Facilities and the Telecommunication Facilities are collectively and individually referred to as the "**Facilities**".

b. In the event that Grantee exercises the Option as described above, Grantor shall grant to Grantee an irrevocable, non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the Property by means of any existing roads or lanes thereon, or otherwise by such route or routes as Grantee or Grantor may construct from time to time for the purposes of constructing, maintaining, removing and operating the Facilities ("**Access Easement**"). Grantee agrees to maintain and repair all roadway improvements located on the Access Easement for the joint use thereof by Grantor and Grantee for ingress and egress over, across, and along the Access Easement; provided, however, Grantor shall reimburse Grantee for any costs and expenses incurred by Grantee to repair any damage or perform any special maintenance of the roadway caused any person using the roadway with Grantor's permission. Grantee shall have the right to install on the Property an access gate with dual locks, at its expense, in order that it, together with its contractors, agents and appointees shall have the right to access the Property. Grantee shall be responsible, at its cost and expense for all maintenance and repair for any access gate installed by Grantee.

c. In the event Grantee exercises the Option as described above, Grantor grants to Grantee a temporary easement on, over, along and under the Property for the following: (1) to construct and install Facilities, and (2) to store material and equipment during construction of the Facilities ("**Construction Easement**").

d. Grantor acknowledges and agrees that during the final development and construction of the Facilities, Grantee may request Grantor to change the location and route of the Easements, and Grantor agrees it will consent to the same so long as the nature and extent of any such relocated or rerouted Easements are not materially different and impose no greater burden on the Property than the original locations or routes. In the event Grantee does relocate the Easements under this Section, Grantee shall provide to Grantor a revised **Exhibit B**, which shall show the location of the Easements and shall substitute for the **Exhibit B** to be attached to, and delivered with, the Option Notice.

3. **Ownership.** Grantor is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant the Easements. Grantor agrees to warrant and defend its ownership of the Property and Grantee's interest in this Agreement against any other party claiming to have any ownership interest in the Property.

4. **Interference.** Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) take any action which will in any way interfere with or impair the transmission of electric, electromagnetic or other forms of energy to or from the Property; or (iii) take any action which will interfere with or impair Grantee's access to the Property for the purposes specified in this Agreement. Grantor shall not construct or place any buildings, structures, plants, or other obstructions on the Property which would result in the violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Facilities. Grantor shall not excavate so near the sides of or underneath the Facilities installed as to undermine or otherwise adversely affect their stability and usability. Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation on the Property, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities.

5. **Assignment & Sublease.** Grantee shall have the right, without Grantor's consent, to assign its interest in this Agreement or to sell, convey, lease, transfer, or assign its interest in the Easements on either an exclusive or a non-exclusive basis, or to grant subeasements, co-easements, separate leases, easements, licenses or similar rights with respect to the Property (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"). Any such assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee.

6. **Hazardous Materials.** Grantor represents and warrants that, to the best of Grantor's knowledge, the Property is not and has not been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement

("Environmental Laws"), and Grantor has not received any notice or other communication from any governmental authorities alleging that the Property is in violation of any Environmental Laws. "Hazardous Materials" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Grantor represents and warrants that, except as disclosed to Grantee in writing, to the best of Grantor's knowledge, no underground storage tanks and no Hazardous Materials are or were located on the Property during or prior to Grantor's ownership of the Property. Grantor shall not violate in a material way any Environmental Law relating to the Property.

8. **Indemnity & Insurance.** Grantee acknowledges and agrees that it shall hold Grantor and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Grantee exercising its rights under this Agreement including liability resulting in injuries to persons who enter onto the Property in the exercise of its rights or any failure of Grantee to maintain its Facilities. Grantee acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry.

9. **Removal.** If this Agreement is terminated and after receiving a written request from Grantor, Grantee shall remove all Facilities on the Property and restore the Property to its approximate original condition that existed before Grantee constructed its Facilities all at Grantee's sole cost and expense. Such removal by Grantee shall be accomplished within one (1) year after receiving a written request from Grantor and include any Facilities to a depth of forty-eight inches (48") beneath the surface of the Property.

10. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named in the preamble; (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party named in the preamble; or (iii) upon receipt after deposit with a nationally recognized courier service addressed by name and address to the party named in the preamble. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both.

11. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

12. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. **Each**

Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this agreement shall be to the court of competent jurisdiction.

13. **Successors and Assigns.** The Easements and any restrictions of this Agreement shall run with the Property and land affected and shall be binding on, the Parties, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties respecting the subject matter. Any agreement, understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later in a writing signed by both parties, is null and void. This Agreement and the easement shall not be modified or amended except for in writing signed by the parties or their successors in interest.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

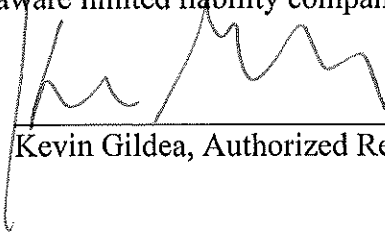
16. **Compensation.** The compensation due by Grantee to Grantor for this Agreement is set forth in a separate Compensation Agreement between the Parties which the Parties agree shall not be recorded.

[Signatures follow on next page]
[Balance of page intentionally left blank]

Grantee:

Boulevard Associates, LLC
A Delaware limited liability company

By:



Kevin Gildea, Authorized Representative

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 1 day of March, 2024 by Kevin Gildea, as Authorized Representative of Boulevard Associates, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

(notary seal)





NOTARY PUBLIC, STATE OF FLORIDA

Prepared By and After
Recording Return to:

Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 694-4678

EXHIBIT A TO EASEMENT

Legal Description of Property

Beginning at a stone on the Providence and Ashbyburg Road, Northwest corner of this tract, and running thence with a line thereof South $48\frac{1}{4}$ West 100 poles to a stake; thence South 43 East 80 poles to a stake; thence North $48\frac{1}{4}$ East 100 poles to a stake in the original line; thence with said line North 43 West 80 poles to the beginning.

ALSO INCLUDING THEREFROM:

Beginning at an elm, black oak and maple, the Southeast corner of the original survey; running thence with a line thereof North 43 West $99\frac{1}{3}$ poles to a stake, corner to lot #4; thence with a line of lot #4 North $48\frac{1}{4}$ East $30\frac{2}{3}$ poles to a stake; corner to lot #3; thence with a line thereof South 43 East $99\frac{1}{3}$ poles to the original line; thence with said line South $48\frac{1}{4}$ West $30\frac{2}{3}$ poles to the beginning.

ALSO INCLUDING THEREFROM:

Beginning at a stake, corner to lot #1 in line of tract no. 1 described above; running thence with a line thereof South 43 East 39 poles and 12 links to a stake; thence South $48\frac{1}{4}$ West $29\frac{1}{3}$ poles to a stake in the line of the 19 acre tract thence with a line thereof North 43 West 21 poles and 20 links to a stake, corner thereof, thence with another line thereof South $48\frac{1}{4}$ West $30\frac{2}{3}$ poles to another corner thereof in the original line; thence with said line North 43 West $18\frac{2}{3}$ poles to a stake, corner to lot #1; thence with a line thereof North $48\frac{1}{4}$ East 60 poles to the beginning.

LESS AND EXCEPT THEREFROM:

A certain tract or parcel of land on State Route 120 East, formerly Providence and Ashbyburg Road, near the city of Providence, Webster County, Kentucky, more particularly described as follows:

Unless otherwise stated, any monument referred to herein as an "iron pin with cap set" consists of a set $\frac{1}{2}$ inch diameter by 18 inch long steel rod with an attached yellow plastic cap inscribed "SKAGGS-PLS2668". All bearings stated herein are referenced to magnetic meridian as observed on June 17, 2002 along the Northwest line of the tract described herein.

Beginning at iron pin with cap set in the east right of way of State Route 120 East, formerly Providence and Ashbyburg Road, said point lying N52-45-50E 2297.41 feet more or less from the intersection of State Highway 120 East and Corinth Church Road, said point also being in the West line of Parcel No. II, Tract No. 1, as recorded in Deed Book 185, Page 468, Webster County Court Clerk's Office; thence with a line 30 feet perpendicular to and perpendicular to and parallel with the centerline of said road N52-11-09E 197.05 feet to an iron pin with cap set in said right of way; thence with a division line severing the parent tract of which this is a part S31-40-22E 288.31 feet to an iron pin with cap set with an iron T-post; thence continuing with another division line S61-27-33W 162.02 feet to an iron pin with cap set with an iron T-post; thence continuing with another division line N39-11-58W 260.63 feet to the Point of Beginning.

ALSO LESS AND EXCEPT THEREFROM:

A certain tract of land in Webster County, Kentucky, located along Highway 120, and further described as follows:

Beginning at a point in the center line intersection of Highway 120 and Corinth Church road, thence North 55°33'35" East a distance of 674.18 feet to the POINT OF BEGINNING, said point being in the South right-of-way line of Highway 120; thence leaving said highway the following courses: South 36°09'25" East a distance of 517.76 feet, South 08°05'33" East a distance of 248.62 feet, South 51°06'46" West a distance of 173.96 feet, South 40°37'14" East a distance of 887.24 feet, North 52°10'00" East a distance of 501.80 feet North 00°30'14" East a distance of 497.36 feet, North 40°49'01" West a distance of 519.08 feet, South 53°07'34" West a distance of 353.00 feet, North 59°28'58" West a distance of 263.03 feet and North 35°43'56" West a distance of 461.42 feet to a point in the south right-of-way line of Highway 120; thence with the said right-of-way line South 54°09'21" West a distance of 80.99 feet to the POINT OF BEGINNING.

Approximately 86 acres

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Deed dated February 4, 2016, of record in Deed Book 295, Page 133-147, in the Webster County Clerk's office.

QLA ID: 22296

PRELIMINARY EXHIBIT B TO EASEMENT

Depiction of Easements

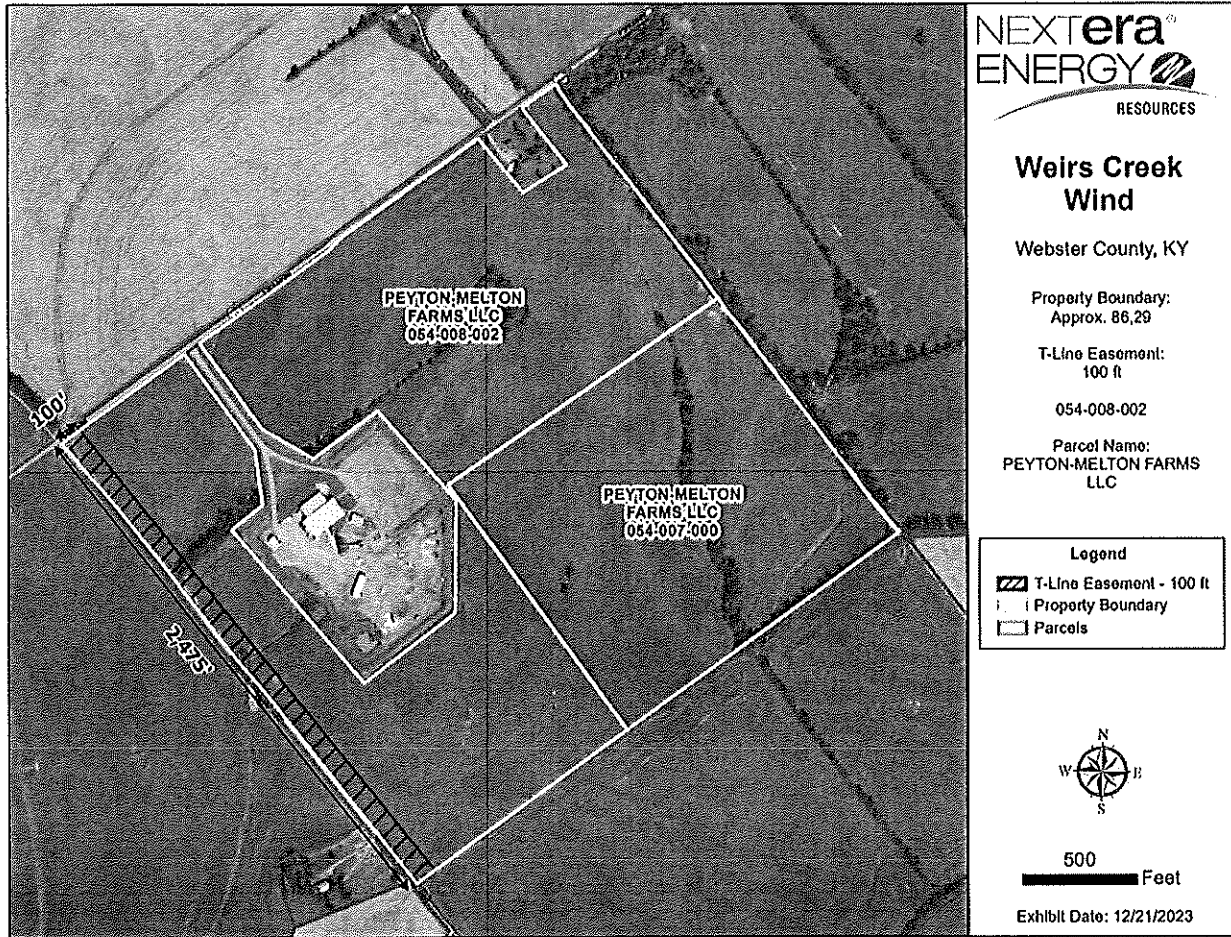


EXHIBIT C TO EASEMENT

Form of Notice of Exercise of Option

NOTICE OF EXERCISE OF OPTION

THIS NOTICE OF EXERCISE OF OPTION is made and dated as of this ____ day of *[insert month]*, *[insert year]*, ("**Option Notice**") by *[insert Legal Entity]*, a Delaware limited liability company ("**Grantee**") for the purpose of giving notice to *[insert Grantor's Name]* ("**Grantor**") of the following:

1. Grantor and Boulevard Associates, LLC, a Delaware limited liability company (predecessor in interest to Grantee), entered into an Option and Transmission Easement dated *[insert Transmission Easement Date]*, recorded on *[insert Transmission Easement recording Date]* in *[insert Recording Info]*, *[insert County]* County, Kentucky ("**Agreement**"), whereby Grantor granted to Grantee an exclusive option to acquire Easements ("**Option**") over certain real property located in *[insert County]* County, Kentucky as more specifically described in **Exhibit A** attached hereto ("**Property**").

2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.

3. Pursuant to Section 1(c) of the Agreement, this Option Notice constitutes written notice of Grantee's exercise of its right to acquire the Easements referenced in Section 2 of the Agreement.

4. Pursuant to Sections 1(c) and 2 of the Agreement, the Commencement Date is hereby declared to be *[insert Commencement Date]*.

5. The terms of this Option Notice shall govern over conflicting terms in the Agreement. All of the terms, conditions, and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this Option Notice shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.

[Signature Appears on Following Page]

IN WITNESS WHEREOF, the Grantee has executed this Option Notice effective on the date set forth above.

Grantee:

[insert Legal Entity], LLC,
a Delaware limited liability company

By: _____
Matthew S. Handel, Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me **by means of** **physical presence** or **online notarization**, this _____ day of _____, *[insert year]* by Matthew S. Handel, as Vice President of Boulevard Associates, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

Notary Public, State of Florida
Name: _____
My Commission Expires: _____

Prepared By and After
Recording Return to:

Orin Shakerdge
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 694-4678

EXHIBIT A TO FORM OF NOTICE

Legal Description of Property

[insert legal description of Property from Transmission Easement]

THE ABOVE PROPERTY BEING the same property acquired by Grantor, by Deed dated _____, _____, of record in Deed Book _____, Page _____, in the _____ County Clerk's office.

COMPENSATION AGREEMENT

In consideration for entering into the Option and Transmission Easement ("**Agreement**") with Boulevard Associates, LLC, a Delaware limited liability company ("**Grantee**"), Peyton-Melton Farms, LLC, a Kentucky limited liability company ("**Grantor**") shall receive the following compensation:

Option Payment. A [REDACTED] option payment per year on or before each anniversary of the Effective Date during the Option Term unless Grantee elects to discontinue the Option or Grantee exercises the Option. The first option payment shall be paid within sixty (60) days after the Effective Date (as defined in the Agreement).

One-Time Payments.

(a) Grantee shall pay to Grantor a one-time signing bonus of [REDACTED] ("**Signing Bonus**") if Grantor signs this Agreement on or before the date which is fifteen (15) days from the date in which the original draft of this Agreement is tendered to Grantor or Grantor's representative or attorney. The Signing Bonus will be made within sixty (60) days after the Effective Date.

(b) If Grantee exercises the Option, Grantee shall pay to Grantor a one-time payment of [REDACTED] per acre of transmission line constructed on the Property. The acreage will be determined by an as-built survey to be completed within thirty (30) days after construction of the transmission line. Grantee shall pay to Grantor said one-time payment within thirty (30) days of completion of the as-built survey.

Crop Compensation.

(a) Grantee shall pay to Grantor, or their lawful tenants, for all damage to crops of Grantor, or their tenants, caused by Grantee while utilizing the Easements for the purposes being granted herein including any damages due to entering onto the Property to make surveys and investigations related to the Project. Each time Grantee exercises its rights under the Construction Easement it shall compensate Grantor or its tenants for all crops, including native or improved grass pasture, lost or destroyed by reason of the use, but in no case shall Grantee be required to pay more than a single, total crop loss in any one crop year. Damages will be calculated by the following formula: Unit Price x Unit Yield Per Acre x Acres Damaged = Damages. Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. If the crop is not traded on the Chicago Board of Trade, the price shall be based on the dominant trading exchange for that crop, but the formula shall remain the same. Yield will be the average of the previous three (3) years' yields according to Grantor's records for the smallest parcel of land that includes the damaged area. If Grantor does not have yield records available, the parties will use National Agricultural Statistic Services records or other commonly used yield information available for the area.

(b) The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. A crop compensation form shall be completed and delivered to Grantee within two hundred forty (240) days after the

damage occurs. Payment shall be made within sixty (60) days after mutual execution of the crop compensation form.

Payment due under the Agreement shall be distributed as follows:

100% to Peyton-Melton Farms, LLC

Signed and completed W-9 form required from each payee before payment is due from Grantee.

Grantor:

Peyton-Melton Farms, LLC,
a Kentucky limited liability company

By: Joseph R Melton
Joseph R. Melton, Managing Member

February 1, 2024

Gary E. Peyton Trust

By: S. Boyd Neely, III
S. Boyd "Bo" Neely, III, Vice President & Trust Officer
Independence Bank of Kentucky
Trustee of the Gary E. Peyton Trust

February 9, 2024

SOLAR LEASE AND EASEMENT AGREEMENT

1. **Parties.** This Solar Lease and Easement Agreement ("**Agreement**") is made and entered as of the 16 day of August, 2023 ("**Effective Date**"), by and between Russell Family Farms, LLC, a Kentucky limited liability company ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"), which are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**".

2. **Project.** This Agreement relates to the solar-powered electrical power generation and transmission project known as the "Weirs Creek Solar Energy Center" to be located in Webster and Hopkins County, Kentucky ("**Project**"), which may be wholly or partially located on the Owner's property legally described on the attached **Exhibit A** to this Agreement ("**Owner's Property**"). Upon Operator's exercise of the Option (as defined below), the Project shall include (i) the Lease of Owner's Property described in Section 4, (ii) the Easements referenced in Section 5 that are located on the Owner's Property, and (iii) the Improvements referenced in Section 8 to be constructed on Owner's Property. The Lease, Easements and Improvements are sometimes collectively referred to as the "**Operator Property**".

3. **Option.** Owner grants to Operator an exclusive option ("**Option**") to acquire the Lease and Easements referenced in Sections 4 and 5 in accordance with the following terms and conditions. Operator shall be entitled to acquire the Lease and the Easements in their entirety or in part, as Operator deems appropriate.

3.1 **Option Term.** The period during which Operator may exercise the Option shall be for a term of five (5) years, commencing on the Effective Date ("**Option Term**").

3.2 **Option Payment.** As consideration for the granting of the Option, Operator agrees to pay Owner the Option Payment set forth in **Exhibit D**.

3.3 **Use of Owner's Property.** During the Option Term, Operator and its employees, agents and contractors shall have a right to enter upon the Owner's Property and the right of ingress and egress over and across the Owner's Property for the purposes of (i) surveying the Owner's Property; (ii) performing such other tests and studies as Operator may desire in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, and geotechnical, foundation and soil tests, provided that such activities do not unreasonably interfere with Owner's use of the Owner's Property; and (iii) installing, maintaining, operating, inspecting and removing one or more weather related instruments ("**Weather Instrument**") and fencing of said Weather Instrument and including the performance of all tests and studies associated therewith. Owner shall not permit any other individual or entity except Operator or its affiliates to install a Weather Instrument on Owner's Property.

3.4 **Right to Grant Option.** Owner warrants and represents to Operator that (i) the statements in Section 9 concerning Owner's title to the Owner's Property are true and correct; (ii) Owner has the authority to grant this Option to Operator without the consent or approval of any other party; and (iii) there are no other existing options, rights of first refusal, contracts to purchase,

leases or mortgages that would prevent Operator from exercising its rights with respect to the Option.

3.5 **Exercise of Option.** Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the Commencement Date referenced in Section 6.1.1. On the Commencement Date, the Lease and Easements referenced in Sections 4 and 5 shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of this Agreement with respect to such Lease and Easements and all rights and obligations relating thereto.

3.6 **Termination of Option.** If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as the optionee shall automatically terminate.

4. **Lease.** Upon exercise of the Option by Operator, Owner leases to Operator, and Operator leases from Owner, Owner's Property for the Lease and Easement Term (defined in Section 6.1) in accordance with the terms and conditions of this Agreement ("**Lease**"), which Lease grants Operator and its agents, contractors, and employees the right to use the Owner's Property for the following permitted uses:

4.1 **Construction Right.** Operator leases Owner's Property for the purpose of constructing, operating, maintaining, repairing, replacing, and removing all or any part or component of the Improvements whether located on Owner's Property. Operator may exercise its right to use all or any part of the Owner's Property as and when Operator deems it necessary or advisable to do so to perform the activities for which this right is granted, including, without limitation, staging areas and parking for Operator's employees.

4.2 **Access Right.** Operator leases Owner's Property for unobstructed vehicular and pedestrian access and ingress to and egress from the Improvements, Owner's Property and any public roadways, and to construct, maintain, and utilize Roadway Improvements on the Owner's Property. Owner shall not permit others to obstruct or damage the roads or Roadway Improvements located on the Owner's Property or in any other way interfere with Operator's rights under this right. Operator shall repair any damage done to Roadway Improvements which result from use by Operator, its agents, servants or employees. Such roads shall be maintained in the condition necessary for use by Operator's equipment, and with regard to existing roads, shall be maintained in at least the condition that existed prior to Operator's use.

4.3 **Solar Panels Right.** Operator leases Owner's Property for Operator to construct, operate, replace, relocate, remove, and maintain Solar Panels and the appurtenant Collection Facilities, together with associated roads and parking areas on Owner's Property.

4.4 **Collection Facilities Right.** Operator leases Owner's Property for Operator to construct, operate, maintain, replace, relocate or remove Collection Facilities on and under the Owner's Property.

4.5 **Substation Right.** Operator leases Owner's Property for Operator to construct, operate, maintain, replace, relocate or remove one or more Substations on Owner's Property.

4.6 **Telecommunication Right.** Operator leases Owner's Property for Operator to construct, operate, maintain, replace, relocate or remove Telecommunication Facilities on and under the Owner's Property.

4.7 **Weather Instrument Right.** Operator leases Owner's Property in order to construct, operate, replace, relocate, remove, and maintain a Weather Instrument and the appurtenant Collection Facilities on Owner's Property.

4.8 **Battery Facilities Right.** Operator leases Owner's Property in order to construct, operate, replace, relocate, remove, and maintain one or more Battery Facilities on Owner's Property.

5. **Grant of Easements.** Upon the exercise of the Option by Operator, Owner grants to Operator, and Operator accepts from Owner, for the Lease and Easement Term referenced in Section 6.1, the following easements over and across the Owner's Property in accordance with the terms and conditions of this Agreement. The following easements are for the benefit of Operator and Operator's agents, contractors and employees and located on the Owner's Property and are collectively referred to as the "Easements".

5.1 **Sun Non-Obstruction Easement.** Owner grants Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property. Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement (collectively "Interference"). This grant of the easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of trees or structures (except existing trees and structures) causing Interference to the Project contemplated by Operator. Operator shall notify Owner before making any such removals.

5.2 **Effects Easement.** Owner grants to Operator an easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

6. **Term.** The term of this Agreement ("Term") includes the Option Term referenced in Section 3.1, the Initial Lease and Easement Term as described in Section 6.1.1 and the Extended Lease and Easement Term as described in Section 6.1.2 (together, the Initial Lease and Easement Term and the Extended Lease and Easement Term, if applicable, is defined as the "Lease and Easement Term").

6.1 **Lease and Easement Term.**

6.1.1 **Initial Lease and Easement Term.** The initial term of the Lease and Easements shall commence on the date specified by Operator in the Option Notice ("Commencement Date"). The initial term of the Lease and Easements shall end thirty (30) years

after the Commencement Date (the "**Initial Lease and Easement Term**"), subject to the rights of renewal and termination as provided in this Agreement.

Extended Lease and Easement Term. Operator shall have the right to extend the Term of this Agreement for two (2) consecutive terms of five (5) years each in accordance with the terms and provisions of this Agreement (collectively "**Extended Lease and Easement Term**") by providing written notice to Owner of Operator's intent to extend the Term within one hundred eighty (180) days of the end of the existing Term. Each Extended Lease and Easement Term shall begin on the expiration date of the Initial Lease and Easement Term or previous Extended Lease and Easement Term, as the case may be. During the Extended Lease and Easement Term, Operator shall pay Owner the amounts set forth in **Exhibit D** as the consideration for the Lease and Easements.

6.1.2 **Delays During Lease and Easement Term.** At Operator's option, the Term may be extended for a period of time equal to the period of time during which operation of the Project is delayed or suspended because of the occurrence of a Regulatory Suspension or Force Majeure, which are defined as follows:

(i) "**Regulatory Suspension**" shall mean the enactment or application of any law, order, rule, or regulation of the Kentucky Public Service Commission, Federal Energy Regulatory Commission, or other local, state, or federal government authority having jurisdiction over the Project or Operator, or the failure of any such governmental authority to issue an approval or permit pursuant to any such law, order, rule, or regulation, which results in the delay, interruption, or suspension of the production, sale or transmission of electricity from the Solar Panels; and

(ii) "**Force Majeure**" shall mean causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including but not limited to acts of God, labor unrest (including, but not limited to, slowdowns, picketing, boycotts or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission or other lines, wires or cables to the Project by persons other than Operator's employees or contractors, epidemic, war, revolution, riot, civil disturbance, sabotage, change in law or applicable regulation subsequent to the Commencement Date and action or inaction by any federal, state or local legislative, executive, administrative judicial agency or body which in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure, provided that: (i) the non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, but in no event later than thirty (30) days thereafter, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; (iii) the non-performing Party uses good faith and commercially reasonable efforts to remedy its inability to perform; and (iv) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of

the occurrence, each Party shall give prompt written notification thereof to the other Party.

6.2 **Termination by Operator.** Provided Operator is not in default under any term of this Agreement, Operator, at its option, shall have the right to terminate this Agreement at any time during the Term of the Agreement, as to all or any part of the Operator Property. Termination shall be effective thirty (30) days after written notice of such termination to Owner. If Operator's notice is a full termination of the Operator Property, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination; (ii) the removal of the Improvements by Operator pursuant to Section 8.11; and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any such partial termination by Operator, the Parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof terminated by Operator, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of this Agreement. The Parties agree to execute an amendment to this Agreement evidencing such partial termination.

7. **Payments.** If Operator exercises the Option referenced in Section 3, Operator agrees to pay Owner the amounts set forth in **Exhibit D** as consideration for the Lease, Easements and Operator's other rights and interests in the Owner's Property.

8. **Improvements.** Operator shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, repair, replace, relocate and remove all facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials and property of every kind and character required for the construction and operation of portions of the Project on the Owner's Property, including, but not limited to, the Solar Panels, Collection Facilities, Substations, Telecommunication Facilities, Weather Instruments, Roadway Improvements and Battery Facilities referenced in Sections 8.1 through 8.7 (collectively, the "**Improvements**").

8.1 "**Solar Panels**" shall mean any photovoltaic energy system designed for the generation of electrical power from the collection of sunlight, including without limitation, the photovoltaic panels, foundations, support structures, braces and related equipment.

8.2 "**Collection Facilities**" shall mean all Improvements whose purpose is to deliver electrical power generated by the Solar Panels to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical collection lines, telecommunication lines, splice boxes and interconnection facilities.

8.3 "**Substations**" shall mean electrical lines, meters, monitoring and control equipment, switches, transformers, all structures, equipment, enclosures, fencing, security devices, and other electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the Project to make it suitable for transmission on, and to deliver it to, Collection Facilities connected to an electric power grid or other system.

8.4 "**Telecommunication Facilities**" shall mean all Improvements whose purpose is to provide telecommunication services solely relating to the Project or any of Operator's solar

powered projects, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services.

8.5 "**Weather Instrument**" shall mean instruments used primarily to gather and transmit sunlight and meteorological data relating to the Project, and includes the instrument's foundations, guy wires, sunlight and meteorological data acquisition equipment, power source, and any required data and electrical transmission lines.

8.6 "**Roadway Improvements**" shall mean all improvements that may be necessary to construct, maintain and repair any new and existing roadways and other means of ingress and egress over, across and along the Owner's Property, including paving or surfacing of the roadways with asphalt, gravel or other roadway materials, installation of road signs and the construction and installation of culverts, bridges, drainage ditches, gates, cattle guards and similar structures and facilities.

8.7 "**Battery Facilities**" shall mean a type of equipment that can be given a new charge by passing an electric current through it designed for the storage of electrical power including without limitation, batteries and other devices for storage of electrical energy, foundations, support structures, braces and related equipment.

8.8 "**Ownership of Improvements**". Except as otherwise provided in Section 11.7, all Improvements shall at all times remain the property of Operator, and Owner shall have no right, title or interest therein. All Improvements constructed or placed on the Owner's Property by Operator during the Term of this Agreement may be repaired, replaced, relocated, removed, added to or expanded upon by Operator at any time during the Term of this Agreement. Owner expressly waives any statutory lien or common law liens on the Improvements to which Owner might be entitled.

8.9 "**Construction Liens**". Operator shall not permit any liens arising out of Operator's use of the Operator Property under this Agreement to be filed against the Owner's Property. Operator shall, within sixty (60) days after it receives notice of the lien, provide a bond or other security that Owner may reasonably request, or remove such lien from the Owner's Property in the manner provided by applicable law.

8.10 "**Location of Improvements**". The acreage required from the Owner's Property for the Improvements for which the Lease and Easements are being granted cannot be determined until the completion of Operator's inspection, testing, study and surveying of the Owner's Property during the Option Term. Along with the Option Notice, Operator shall deliver to Owner a proposed plan of development showing the contemplated locations of the Improvements and a preliminary calculation of the acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as the **Exhibit B** to this Agreement. During the final development and construction of the Project, such locations may need to be amended. Following construction of the Project, Operator shall provide Owner an "as-built" survey of all Improvements on Owner's Property and the final calculation of the acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as **Exhibit C** to this Agreement. Further, following construction, the Improvements may need to be relocated or rerouted by Operator, which Operator may perform, at any time during the Term of this Agreement, so long

as the nature and extent of any such relocated or rerouted Improvements are not materially different and impose no materially greater burden on the Owner's Property than the original locations or routes, and so long as Operator takes commercially reasonable efforts to minimize disruption or inconvenience to Owner.

8.11 **Removal of Improvements.** Upon full or partial termination of any of the Lease Rights or Easements, Operator shall remove all Improvements and restore the area formerly occupied by the Improvements to substantially the same physical condition that existed immediately before the construction of the Improvements (the "**Removal Obligations**"). At Owner's written request, all or any part of the Roadway Improvements may be left for use by Owner.

9. **Ownership and Title Matters.** Owner warrants and represents to Operator, both as of the Effective Date, and as of the Commencement Date as follows:

9.1 **Authority.** Owner represents and warrants that it is the holder of fee simple title and is the sole owner of the Owner's Property and has the unrestricted right and authority to sign this Agreement and to grant Operator the Lease and Easements and other rights granted in this Agreement. When signed by both Parties, this Agreement constitutes a valid and binding agreement enforceable against Owner or Operator in accordance with its terms.

9.2 **Other Agreements.** The Owner's Property is not subject to any other agreements, options, rights of first refusal or other prior right of any party to purchase, lease or acquire easements in the Owner's Property, or create any prior claim or right that would preclude or interfere with Operator's rights and interests under this Agreement and the Lease and Easements.

9.3 **Minerals.** Except as disclosed by Owner to Operator at the time of the execution of this Agreement by Owner, Owner owns a portion of the oil, gas and other minerals, and all rights thereto as on or under the Owner's Property. As of the Effective Date, Owner is not fully aware of its ownership interest in the oil, gas, and other minerals as on or under the Owner's Property. To the extent Owner does not own all of the oil, gas, and other minerals as on or under the Owner's Property, the Owner will make a good faith attempt to secure the written consent and agreement of any other owner of such oil, gas, or other minerals if requested by Operator in writing.

9.4 **Owner Mortgage.** Except as disclosed by Owner to Operator at the time of the execution of this Agreement by Owner, there are no mortgages encumbering the Owner's Property ("**Owner Mortgage**").

9.5 **Notice and Opportunity to Cure.** If there is an Owner Mortgage encumbering Owner's Property and Owner receives from the holder thereof any notice that payments are overdue, Owner shall notify Operator and each Operator Mortgagee (as defined at Section 13.1) by sending a copy of such overdue payment notice to Operator by the earlier of (i) five (5) days after receipt, or (ii) three (3) business days prior to the date by which a default under or in respect of such Owner Mortgage could occur. If Operator or any Operator Mortgagee determines that it would be in Operator's interest to make such payments to Owner Mortgagee on Owner's behalf, whether as a result of receiving such notice or otherwise, Operator shall have the right to make

such payments and to credit the payments so made against the Annual Installment Payment next due under the Agreement.

9.6 **Subordination, Non-Disturbance & Attornment Agreement.** If there is an Owner Mortgage encumbering Owner's Property, Owner shall cooperate with Operator to obtain a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") in the form prepared and provided by Operator, from each Owner Mortgagee, pursuant to which such Owner Mortgagee agrees, among other things, not to disturb Operator's possession and use of the Owner's Property. Owner shall not incur any loss in income, expense, obligation or liability with regard to the SNDA. Operator shall, at its sole cost and expense, record each such SNDA in the Office of the County Clerk in which Owner's Property is located. If Owner fails to deliver a SNDA from each Owner Mortgagee, Operator may, at its sole option, either (i) terminate this Agreement immediately upon written notice to Owner, or (ii) take such action as Operator deems reasonably necessary to effect the rights granted to Operator hereunder, and off-set all amounts expended in such efforts against the Annual Installment Payments and any other amounts due hereunder or in respect hereof.

10. **Representations and Warranties of Owner.** Owner hereby makes the following further representations and warranties both as of the Effective Date, and as of the Commencement Date:

10.1 **Physical Condition.** Owner has no knowledge of any existing physical conditions of the Owner's Property which would prevent, significantly restrict or make more expensive Operator's development of the Owner's Property for the purposes specified in this Agreement, or which could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

10.2 **Legal Restrictions.** Owner has no knowledge of any law, regulation, ordinance or order of any local, state or federal governmental authority which would prohibit or significantly restrict Operator's development of the Owner's Property pursuant to this Agreement. This Agreement does not violate any contract, agreement, instrument, judgment or order to which Owner is a party or which affects the Owner's Property. To the best of Owner's knowledge, the Owner's Property is currently in full and complete compliance with all governmental laws, ordinances, orders, rules and regulations applicable to the Owner's Property.

10.3 **No Litigation.** No litigation is pending and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened or anticipated with respect to any matter affecting the Owner's Property. If Owner learns of any litigation or administrative action proposed, threatened or instituted with respect to the Owner's Property, Owner shall give Operator notice within thirty (30) days thereof.

10.4 **Survival.** The representations and warranties set forth in this Section 10 shall survive the execution and delivery hereof.

11. **Use, Operation and Maintenance.**

11.1 **Exclusive Use by Operator.** Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to investigate, inspect, survey, and conduct tests of the

Owner's Property, including, but not limited to, meteorological, environmental, archeological and geotechnical tests and studies; (iii) to use and convert all of the sunlight resources on the Owner's Property; and (iv) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.

11.2 **No Required Installation or Operation.** Nothing in this Agreement shall be interpreted as imposing on Operator any obligation to install Solar Panels or other Improvements on the Owner's Property, or to operate the Project on the Owner's Property. Operator shall have the sole discretion to determine if and when any Solar Panels and other Improvements may be constructed on Owner's Property, and if and when to commence the operation of the Project on the Owner's Property.

11.3 **Permits and Approvals.** Operator shall be responsible, at its sole cost and expense, for obtaining any governmental permits and approvals necessary for the construction and operation of the Project and the construction and operation of the Improvements. Owner shall cooperate with Operator as necessary to obtain any governmental or utility approvals or permits, including, without limitation, signing any applications for such approvals, provided that Owner shall not incur any loss in income, expense, obligation or liability with respect to Operator obtaining such permits or approvals.

11.4 **Compliance with Laws.** Operator shall comply in all material respects with valid laws applicable to the Owner's Property and the Operator Property. Operator shall have the right, in its sole discretion and at its sole expense, in Operator's name to contest the validity or applicability to the Owner's Property and the Operator Property of any law, ordinance, statute, order, regulation, property assessment or the like made by any governmental agency or entity. Operator shall control any such contest and Owner shall cooperate with Operator in every reasonable way in such contest, provided that Owner shall incur no expense, obligation or liability with regard to such contest.

11.5 **Care and Appearance.** Operator, in its exercise of the lease, easement and other rights granted hereunder shall, at all times, maintain the Owner's Property and the Improvements in a reasonably neat, clean and presentable condition. Operator shall not willfully or negligently damage or destroy the Owner's Property and shall keep the Owner's Property clean and free of debris created by Operator, its contractors, or others brought on to the Owner's Property by Operator. Operator shall not use the Owner's Property for storage, except for materials, construction equipment and vehicles directly associated with construction or maintenance of the Improvements on the Owner's Property or adjacent properties that are part of the Project.

11.6 **Fences and Gates.** At Owner's request, Operator shall repair or replace any fences, gates or cattle guards damaged or removed in connection with Operator's activities on the Owner's Property. Fences removed from the Owner's Property, if replaced, shall be re-built by Operator at its expense in mutually agreeable locations. All fence repair and construction shall be substantially similar to the construction of existing fences and cattle guards on Owner's Property. Any gates opened for access to Owner's Property by either Party shall be closed immediately after passing through so that livestock may not pass through. Once completed, all replacement fences,

gates and cattle guards shall be owned and maintained by Owner. Upon abandonment or termination of the rights granted to Operator in this Agreement, any fences, gates and cattle guards installed by Operator shall remain and become the property of Owner. To minimize the need for temporary fencing, Owner will cooperate with Operator to avoid pasturing animals on or near the Improvements during periods of construction, maintenance or removal activity by Operator. Owner will discuss with Operator what temporary fencing is necessary during the periods of construction, maintenance or removal activity by Operator.

11.7 **Roadway Maintenance and Repairs.** Operator agrees to maintain and repair all Roadway Improvements located on the Operator Property; provided, however, Owner shall reimburse Operator for any costs and expenses incurred by Operator to repair any damage or perform any special maintenance of the Roadway Improvements caused by Owner or any person using the Roadway Improvements with Owner's permission, other than Operator.

12. **Taxes.**

12.1 **Owner's Taxes.** Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("**Taxes**") levied or assessed against the Owner's Property and all improvements thereon by governmental authorities, other than Operator's Taxes referenced in Section 12.2 (Taxes, excepting Operator's Taxes, are hereinafter referred to as "**Owner's Taxes**").

12.2 **Operator's Taxes.** Subject to timely receipt from Owner and/or appropriate governmental agency of the relevant statement for Taxes pursuant to this Section 12.2, Operator shall pay prior to delinquency any personal property taxes on Improvements and/or any taxes that were directly attributable to Improvements installed by Operator and all increases in the ad valorem property taxes levied against the Property that are assessed for the period from and after the date of this Agreement until the end of the Term hereof and are directly attributable to Improvements installed by Operator ("**Operator's Taxes**"). Operator shall not be responsible for Taxes attributable to improvements installed by Owner or others on the Owner's Property. Owner shall submit the annual statement for Taxes to Operator within a reasonable time after the date Owner receives the statement from the taxing authority. Operator may elect to have the statement for Taxes sent directly to Operator. In such event, Operator shall pay all Operator's Taxes to the appropriate taxing authority prior to delinquency, and Owner shall pay to the appropriate taxing authority Owner's Taxes prior to delinquency (or Operator may pay Owner's Taxes and offset such amount against the Payments). If Operator receives such statement directly, Operator shall submit a copy of the statement for Taxes to Owner within thirty (30) days after the date Operator receives the statement from the taxing authority.

12.3 **Failure to Pay.** In the event either Party fails to pay their share of Taxes prior to delinquency, the other Party shall have the right to pay such Taxes and any accrued penalties or interest, which payments shall increase or be offset against other Payments due under this Agreement.

12.4 **Operator's Right to Contest.** Operator may contest the legal validity or amount of any Operator's Taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary, provided that Operator shall bear all expenses in pursuing

such contest or proceeding. With respect to any Taxes which may constitute a lien on the Owner's Property, Operator shall promptly pay such Taxes unless the proceeding in which it contests such Taxes shall operate to prevent or stay the collection of the Taxes so contested or unless Operator removes any such lien by bonding or otherwise. Owner agrees to render to Operator all reasonable assistance in contesting the validity or amount of any such Taxes, with the exception of Taxes levied by Owner, including joining in the signing of any reasonable protests or pleading which Operator may deem advisable to file; provided, however, that Operator shall reimburse Owner for its reasonable out-of-pocket expenses, including reasonable attorneys' fees incurred in connection with providing such assistance.

13. **Mortgage of Operator Property.**

13.1 **Right to Mortgage.** Operator may, upon written notice to Owner, but without requiring Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement and the Operator Property. These various security interests in all or a part of this Agreement and the Operator Property are collectively referred to as an "**Operator Mortgage**" and holder of such security interest, an "**Operator Mortgage**". Any Operator Mortgagee shall use the Operator Property only for the uses permitted under this Agreement. Whenever Operator has granted a security interest under this Section 13, it will give Owner written notice of the Operator Mortgage (including the name and address of the Operator Mortgagee for notice purposes) to Owner within thirty (30) days; provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner to provide such Operator Mortgage notice until the Operator and its address is given to Owner.

13.2 **Notice of Default and Opportunity to Cure.** As a precondition to exercising any rights or remedies related to any alleged default by Operator under this Agreement, Owner shall give written notice of the default to each Operator Mortgagee at the same time it delivers written notice of default to Operator, specifying in detail the alleged event of default and the required remedy. Each Operator Mortgagee or its designee shall have the right, but not the obligation, to cure any default as Operator, and/or the right, but not the obligation, to remove any Improvements or other property owned by Operator or such Operator Mortgagee located on the Owner's Property to the same extent as Operator. The cure period for any Operator Mortgagee shall be the later of (i) the end of the Operator cure period under Section 18; (ii) thirty (30) days after such Operator Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 13.3. Failure by Owner to give an Operator Mortgagee notice of default shall not diminish Owner's rights against Operator, but shall preserve all rights of the Operator Mortgagee or its designee to cure any default and to remove any Improvements or other property of Operator or the Operator Mortgagee located on the Owner's Property.

13.3 **Extended Cure Period.** If any default by Operator under this Agreement cannot be cured without the Operator Mortgagee obtaining possession of all or part of the Operator Property, then any such default shall be deemed remedied if an Operator Mortgagee: (i) within sixty (60) days after receiving notice from Owner as set forth in Section 13.2, acquires possession of all or part of the Operator Property, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of the Operator Property performs all other obligations as and

when the same are due in accordance with the terms of this Agreement. If an Operator Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition.

13.4 **Operator Mortgagee Liability.** Any Operator Mortgagee whose interest in the Operator Property is held solely for security purposes, shall have no obligation or liability under this Agreement unless and until the Operator Mortgagee succeeds to absolute title to the Operator Property and the rights of Operator under this Agreement. An Operator Mortgagee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such absolute title.

13.5 **Certificates.** Owner shall execute any estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Operator or any Mortgagee may reasonably request from time to time. The Parties shall negotiate in good faith any amendment to this Agreement from time to time to include any provision that may be reasonably requested by Operator or any Operator Mortgagee to implement the provisions contained in this Agreement or to preserve an Operator Mortgagee's security interest.

13.6 **Operator Mortgagee's Right to Enforce Mortgage and Assign.** Each Operator Mortgagee shall have the right, in its sole discretion: (i) to assign its Operator Mortgage; (ii) to enforce its lien and acquire title to all or any portion of the Operator Property by any lawful means; (iii) to take possession of and operate all or any portion of the Operator Property and to perform all obligations to be performed by Operator under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Operator Property by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer all or any portion of the Operator rights under this Agreement to a third party in accordance with Section 14. Any Operator Mortgagee or other party who acquires Operator's interest in all or a portion of the Operator Property pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Operator by this Agreement, which are incurred or accruing after such Operator Mortgagee or other party no longer has ownership or possession of the Operator Property.

13.7 **New Agreement.**

13.7.1 If the Operator Property is foreclosed upon or there is an assignment in lieu of foreclosure, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights and, within ninety (90) days after such event, Operator or any Operator Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Owner to cure any material defaults under this Agreement, and for the payment of all Annual Installment Payments or other charges due and payable by Operator as of the date of such event, then Owner shall execute and deliver to Operator or such Operator Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new agreement ("**New Agreement**") which (i) shall be for a term equal to the remainder of the Term of this Agreement before giving effect to such rejection or termination; (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any

requirements that have been fulfilled by Operator or any Operator Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of this Agreement); and (iii) shall include that portion of the Operator Property in which Operator or such other Operator Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination.

13.7.2 If more than one Operator Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the Operator Mortgagee requesting such New Agreement whose Operator Mortgage is prior in time, and the written request of any other Operator Mortgagee whose lien is subordinate shall be void and of no further force or effect. The provisions of this Section 13 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 13 were a separate and independent contract made by Owner, Operator and each Operator Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such New Agreement, such Operator Mortgagee or other purchaser at a foreclosure sale may use and enjoy the Operator Property without hindrance by Owner or any person claiming by, through or under Owner; provided that all of the conditions for the New Agreement as set forth above are complied with.

13.8 **Operator Mortgagee's Consent to Amendment, Termination or Surrender.** Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as any Operator Mortgage remains outstanding, this Agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation or release of all or any part of the Operator Property from Operator, prior to expiration of the Term of this Agreement, without the prior written consent of the Operator Mortgagee holding such Operator Mortgage. This provision is for the express benefit of and shall be enforceable by each Operator Mortgagee as if it were a party named in this Agreement.

14. **Assignment and Sublease.** Operator shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of this Agreement or the Operator Property, on either an exclusive or a non-exclusive basis, or to grant subleases, co-leases, easements, licenses or similar rights with respect to the Operator Property (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"). Each Assignee shall use the Operator Property only for the uses permitted under this Agreement. When Operator makes any Assignment under this Section 14, Operator shall give written notice to Owner of such Assignment (including the interest conveyed by the Assignment and address of the Assignee for notice purposes) to Owner; provided Operator's failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such assignment or conveyance until such notice is given. Any Assignment by Operator shall release Operator from obligations subject thereof accruing after the date that liability for such obligations is assumed by the Assignee.

15. **Hazardous Materials.**

15.1 **Owner's Covenants Regarding Hazardous Materials.** Owner represents and warrants that, to the best of Owner's knowledge, the Owner's Property is not and has not been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement ("**Environmental Laws**"), and Owner has not received any notice or

other communication from any governmental authorities alleging that the Owner's Property is in violation of any Environmental Laws. "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Owner warrants that Owner has done nothing to contaminate the Operator Property with Hazardous Materials or wastes.

15.2 **Operator's Covenants Regarding Hazardous Materials.** Operator shall, at Operator's sole cost and expense, promptly take removal or remedial action required by Environmental Law with regard to any material violation of any Environmental Law with regard to any Hazardous Materials brought onto the Owner's Property by Operator or its employees, agents, or contractors. Owner shall cooperate with Operator with regard to any scheduling or access to the Owner's Property in connection with any action required hereunder.

15.3 **Operator's Indemnity Regarding Hazardous Materials.** Operator shall indemnify, defend, protect and hold Owner harmless from any liability based on: (i) the release of Hazardous Materials in, on, under or about the Owner's Property caused by Operator or its employees, agents, or contractors, or (ii) the violation by Operator or its employees, agents, or contractors of any Environmental Law. The indemnity obligations set forth herein shall survive termination of this Agreement.

16. **Insurance and Indemnity.**

16.1 **Insurance.** At all times during which Operator is conducting any activities on the Property and at all times during the Term of this Agreement, Operator shall maintain in effect (1) commercial General Liability Insurance, including bodily injury and property damage coverage with minimum limits of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate and (2) Umbrella Liability Insurance with minimum limits of \$5 Million Dollars per occurrence and \$5 Million Dollars aggregate. Upon a written request by Owner, Operator shall name Owner as additional insured on such insurance policy and provide Owner with a certificate of such insurance.

16.2 **Indemnity by Operator.** Operator shall defend, indemnify, protect and hold Owner harmless from and against all liabilities, costs, expenses, obligations, losses, damages, claims, (collectively "**Claims**") resulting from the negligence, willful misconduct, or breach of this Agreement by Operator, its agents, contractors or employees, invitees, licensees and permittees; provided, however, that such Claims are not due to the sole negligence, willful misconduct, or breach by Owner, its agents, contractors or employees, invitees, licensees or permittees.

16.3 **Indemnity by Owner.** Owner shall defend, indemnify, protect, and hold Operator harmless from and against all Claims resulting from the negligence, willful misconduct, or breach of this Agreement by Owner, its agents, contractors or employees, invitees, licensees and permittees; provided, however, that such Claims are not due to the sole negligence, willful misconduct, or breach by Operator, its agents, contractors, employees, invitees, licensees, or permittees.

16.4 **Survival.** The obligations of the Parties under this Section 16 shall survive expiration or other termination of this Agreement.

17. **Confidentiality.** This Agreement includes confidential and proprietary information relating to Operator and the Project. Owner agrees not to provide copies of the Agreement or disclose the terms of the Agreement to any unauthorized person or entity. Operator authorizes Owner to provide copies of the Agreement and disclose the terms thereof to Owner's family ("family" shall be deemed to include all devisees or descendants of owner by will or intestacy), attorney, accountant, financial advisor and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Owner and for no other purpose, so long as such authorized parties agree in writing to become subject to the confidentiality provisions hereto and not to provide copies of the Agreement or disclose the terms thereof to any unauthorized person or entity. Any Owner and party shall return all material containing any confidential information to Operator immediately upon its request. Any party agrees to destroy immediately upon request by Operator such analyses, compilation, studies or other documents, and any oral information will continue to be subject to the terms of this Agreement. Owner agrees that Operator will have no adequate remedy at law if any party violates any of the terms of this Agreement. In such event Operator will have the right, in addition to any other rights Operator may have, to obtain injunctive relief to restrain any breach or threatened breach by third party or specific enforcement of such terms plus reimbursement of attorneys' fees, court costs and all associated expenses. No party shall publish, file for public record, reproduce, or otherwise disseminate this document or any of the terms and provisions hereof to any party, other than the Parties set forth above without the prior written consent of Operator, which consent may be withheld for any reason and in Operator's sole discretion.

18. **Default and Remedies.**

18.1 **Operator Payment Default.** If Operator shall fail to pay any amounts set forth in **Exhibit D** which failure continues for more than thirty (30) days from receipt of written notice from Owner that such amount is due, then Operator shall be in default ("**Operator Payment Default**") and Owner shall have the following remedies:

18.1.1 **Collection of Payments.** With or without terminating this Agreement, Owner may file a lawsuit against Operator to collect any unpaid amounts set forth in **Exhibit D** together with interest thereon that accrues during the continuance of the Operator Payment Default, calculated at a rate ("**Default Rate**"), which is the lesser of (i) the prime interest rate at JP Morgan Chase & Co. (or its successor) plus two percent (2%) per annum, or (ii) the maximum lawful rate.

18.1.2 **Terminate Agreement.** Owner may not terminate this Agreement because of any Operator Payment Default without first giving Operator written notice of its intention to terminate the Agreement ("**Termination Notice**"), to be effective on a date to be specified by Owner that is at least thirty (30) days after the date of the Termination Notice. If, by the date specified in the Termination Notice, Operator fails to pay the amount required to cure the Operator Payment Default (including interest at the Default Rate that accrues during the continuance of the Operator Payment Default), Owner's termination of this Agreement shall become effective on the date specified in the Termination Notice. Upon such termination, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination (including the amount owed by Operator with respect to the Operator Payment Default and interest payable with respect thereto); (ii) the removal of the Improvements by Operator pursuant to Section 8.11; and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such

termination. Owner's right to terminate this Agreement pursuant to this Section 18.1.2 is subject to and conditioned upon Owner giving any Operator Mortgagee written notice and opportunity to cure the Operator Payment Default as provided in Section 13.2.

18.2 **Other Operator Default.** Operator shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement other than an Operator Payment Default as set forth in Section 18.1 and shall not cure such default within thirty (30) days after receiving notice thereof from Owner (or if such default cannot be cured through the exercise of reasonable diligence within such thirty (30) day period, if Operator fails to commence corrective action within such thirty (30) day period and thereafter diligently prosecutes same to completion) ("**Other Operator Default**"). The breach by Operator of any provision hereof may only result in a cause of action by Owner under applicable law and, other than as set forth in this Section 18.2, Owner hereby waives all other rights it may have, in law or in equity, to terminate this Agreement prior to the expiration of the Term. In the event of any such breach by Operator, Owner shall, at least thirty (30) days prior to commencing any cause of action, give written notice of the cause of breach to Operator, and any Operator Mortgagee (of which it has been notified in writing) concurrently, specifying in detail the alleged event of breach and the required remedy. If Operator does not cure or commence curing such breach within thirty (30) days of receipt of notice, the Operator Mortgagee or its designee shall have the absolute right, but not the obligation, to substitute itself for Operator and perform the duties of Operator hereunder for the purposes of curing such breach. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Operator Mortgagee or its designee (or its employees, agents, representatives or contractors) to enter upon the Owner's Property to complete such performance with all the rights, privileges and obligations of Operator hereunder. Owner may cure any default by Operator after Operator's cure period has expired. If Owner at any time by reason of Operator's default, pays any sum or performs any act that requires the payment of any sum, the sum paid by Owner shall be due immediately from Operator to Owner, together with interest on such sum calculated at the Default Rate.

18.3 **Owner Default.** Owner shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within thirty (30) days after receiving written notice thereof from Operator (or if such default cannot be cured through the exercise of reasonable diligence within such thirty (30) day period, if Owner fails to commence corrective action within such thirty (30) day period and thereafter diligently prosecutes same to completion) ("**Owner Default**"). Upon the occurrence of an Owner Default, Operator shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) terminate this Agreement without being liable for prosecution or any claim of damages therefor; and (ii) pursue any and all other action or remedies that may be available to Operator at law or in equity, including but not limited to all loss or damage which Operator may suffer by reason of a termination of this Agreement.

19. **Condemnation.**

19.1 **Complete Taking.** If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of the Operator's Property, or all of the Improvements thereon, for any public use or otherwise, then the interests and obligations of Operator under this Agreement in or affecting the Operator's Property shall cease and terminate upon the earlier of (i)

the date that the condemning authority takes physical possession of the Operator's Property or the Improvements thereon, (ii) the date that Operator is, in its sole judgment, no longer able or permitted to operate the Project on the Operator's Property in a commercially viable manner, or (iii) the date of the condemnation judgment. Operator shall continue to pay all amounts payable hereunder to Owner until the earlier of such dates, at which time the Parties shall be relieved of any and all further obligations and conditions to each other under this Agreement.

19.2 **Partial Taking.** If, at any time during the term of this Agreement, any authority having the power of eminent domain shall condemn one or more, but not all, of the Solar Panels, or any portion of the Improvements or the Operator's Property, then the interest and obligations of Operator under this Agreement as to those Solar Panels or any portion of the Improvements or the Operator's Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes possession of such Solar Panels or any portion of the Improvements or the Operator's Property, (ii) the date that Operator is, in its reasonable judgment, no longer able or permitted to operate the Project on the Operator's Property, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment; and, unless this Agreement is terminated as hereinafter provided, this Agreement shall continue in full force and effect as to the remainder of the Solar Panels, Improvements and the Operator's Property. If the remainder of the Solar Panels or any other portion of the Improvements or the Operator's Property is or becomes insufficient or unsuitable for Operator's purposes hereunder, as determined by Operator in its sole discretion, then, subject to the rights of any Operator Mortgagee under Section 13, Operator shall have the right to terminate this Agreement as to the portion of the Operator's Property to which Operator continues to hold the rights, at which time the Parties shall be relieved of any further obligations and duties to each other under this Agreement.

19.3 **Apportionment, Distribution of Award.** On any taking, all sums awarded, including damages and interest, shall be paid as follows:

- (a) Any portion of the award by the court on account of any cost or loss that Operator may sustain in the removal and relocation of Operator's Improvements, to Operator;
- (b) Any portion of the award by the court for Operator's anticipated or lost revenues or profits, to Operator;
- (c) Any portion of the award by the court for Owner's lost revenues, to Owner;
- (d) All remaining amounts of the award, to Owner or Operator consistent with applicable Kentucky law.

20. **Notice.**

20.1 **Writing.** All notices given or permitted to be given hereunder shall be in writing.

20.2 **Delivery.** Notice is considered given either (i) when delivered in person to the recipient named below, (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party or person intended, or (iii) twenty-four (24) hours from

proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended as follows:

Notice to Owner: Russell Family Farms, LLC
Charles Mark Russell & Debra Russell Kramer, Members
244 Tartan Drive
Henderson, KY 42420
Telephone: (256) 797-4482
Email: rocketcityvet@gmail.com
drkramer53@gmail.com
jenny_s_martin@hotmail.com

Notice to Operator: Boulevard Associates, LLC
700 Universe Blvd
Juno Beach, FL 33408
Attn: Land Services Administration
Telephone: (855) 552-9872

20.3 **Change of Recipient or Address.** Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change.

21. **Miscellaneous Provisions.**

21.1 **Successors and Assigns.** The terms and provisions of this Agreement shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. In accordance with this Agreement, Operator in its discretion may authorize other persons or entities to use the Operator Property for the purposes stated in this Agreement

21.2 **Memorandum.** Simultaneously with the execution of this Agreement, the Parties agree to execute and acknowledge a memorandum of this Agreement. Operator may record the executed memorandum in the public records of Webster and Hopkins County, Kentucky.

21.3 **Entire Agreement.** This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.

21.4 **Amendments.** This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties and consented to by any Operator Mortgagee. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.

21.5 **Legal Matters.** This Agreement shall be governed by and interpreted in accordance with the then existing laws of the Commonwealth of Kentucky and the County where

the Owner's Property is located shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good-faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity and as provided by this Agreement. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction.**

21.6 **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

21.7 **Tax Credits.** If under applicable law Operator becomes ineligible for any currently existing tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Operator's option, the Parties shall negotiate in good faith to amend this Agreement or replace it with a different instrument so as to convert Operator's interest in the Operator Property to a substantially similar interest that makes Operator eligible for such tax credit, benefit or incentive. Such amendment or instrument shall not impair any of Owner's rights or increase the burdens or obligations of Owner under this Agreement.

21.8 **Approvals.** Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

21.9 **Authority.** The signatories hereto warrant that each has the authority to execute this Agreement on behalf of any entities which are Parties to this Agreement and that each such entity has executed this Agreement pursuant to its organizational documents or a resolution or consent of their Board of Directors or other governing body.

21.10 **Time of Essence.** Time is of the essence of each provision of this Agreement.

21.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

Owner:

Russell Family Farms, LLC,
a Kentucky limited liability company

By: Charles Mark Russell
Charles Mark Russell, Member

By: Debra Russell Kramer
Debra Russell Kramer, Member

Operator:

Boulevard Associates, LLC
a Delaware limited liability company

By: Kevin Gildea
Kevin Gildea
Authorized Representative

EXHIBIT A
Legal Description of Owner's Property

Parcel 1:

A certain tract of land located on Corinth Church Road, approximately 2480 feet south of its intersection of KY Highway 120, east of Providence, Webster and Hopkins County, Kentucky and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin set" is a 5/8-inch steel reinforcement bar eighteen (18) inches in length, with an orange plastic cap stamped "Cody W. Henderson, PLS 3771".

Beginning at an iron pin set in the west right-of-way line of Corinth Church Road, said point lying 15 feet from centerline, said point being a corner to Corinth Baptist Church (D.B. 28, Pg. 72); thence with the west right-of-way line of Corinth Church Road, and 15 feet from centerline of the same as follows: South 38 degrees 59 minutes 20 seconds East, 2,094.84 feet to a point; thence with a curve to the left, having a radius of 1,015.84 feet, a chord bearing of South 44 degrees 33 minutes 06 seconds East, a chord distance of 196.94 feet, with an arc distance of 197.25 feet to a point; thence South 50 degrees 06 minutes 52 seconds East, 1,636.18 feet to a point, corner to Walter Enright (D.B. 659, Pg. 697); thence with Enright South 09 degrees 19 minutes 25 seconds West, passing an iron pin set on line at 1.66 feet, and passing a 1.25 inch steel pipe found at 2.51 feet, a total of 729.80 feet to an iron pin set, corner to Carol Watkins (D.B. 658, Pg. 310); thence with Watkins North 80 degrees 43 minutes 37 seconds West, 594.00 feet to an iron pin set; thence with Watkins, and continuing with Townsend Farms, LLC. (D.B. 308, Pg. 413) South 51 degrees 31 minutes 23 seconds West, passing a 48 inch white oak at 1665.79 feet, a total of 2983.20 feet to a point; thence with Townsend Farms, and continuing with Robin Rhea, Jr. (D.B. 358, Pg. 521, Hopkins County, D.B. 160, Pg. 223, Webster County) North 39 degrees 15 minutes 29 seconds West, passing an iron pin set on line at the base of a 22 inch Hickory at 17.16 feet, and passing an iron pin set on line at 2,332.08 feet, a total of 2988.51 feet to a 6 inch iron pipe found, corner to Cole Family Farm, LLC (D.B. 243, Pg. 724); thence with Cole Family Farm, LLC. as follows: North 43 degrees 28 minutes 06 seconds East, passing an iron pin set on line at 688.11 feet, a total of 1453.43 feet to an iron pin set; thence South 87 degrees 43 minutes 08 seconds East, 117.23 feet to an iron pin set at the base of a King post; thence with said Cole Family, and continuing with Thurman Alsbrooks (D.B. 279, Pg. 695) North 19 degrees 03 minutes 31 seconds East, passing a 6 inch iron pipe found on line at 492.89 feet, a total of 1828.81 feet to a 6 inch pipe found, corner to said Corinth Baptist Church; thence with Corinth Baptist Church North 67 degrees 50 minutes 59 seconds East, 545.45 feet to the point of beginning, containing 296.123 acres, as per survey by Cody W. Henderson, P.L.S. No. 3771 of Henderson Land Surveying, LLC, on May 17, 2019. The property described herein above is subject to all legal easements and rights-of-way of record.

Approximately 296 acres

Parcel 2:

A certain tract of land located on Hoket-Nebo Road, approximately 2490 feet south east of its intersection with KY Highway 120, east of Providence, Webster County, Kentucky and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin set" is a 5/8-inch steel reinforcement bar eighteen (18) inches in length, with an orange plastic cap stamped "Cody W. Henderson, PLS 3771",

Beginning at a 1/2 inch iron pin found with cap stamped 3399 in the southwest right-of-way line of Hoket-Nebo Road, said point lying 15 feet from centerline, said point being a corner to Peyton-Melton Farms, LLC. (D.B. 295, Pg. 133), said point also being a corner to Donaldson Farms, LLC. (D.B. 285, Pg. 16); thence with the southwest right-of-way line of Hoket-Nebo Road, and 15 feet from centerline of the same as follows: with a curve to the left, having a radius of 138.64 feet, a chord bearing of South 78 degrees 28 minutes 41 seconds East, a chord distance of 67.47 feet, with an arc distance of 68.15 feet to a point; thence North 88 degrees 05 minutes 36 seconds East, 1,376.88 feet to a point; thence North 89 degrees 29 minutes 18 seconds East, 491.86 feet to an iron pin set, corner to Townsend Farms, LLC. (D.B. 589, Pg. 86, Hopkins County, D.B. 232, Pg. 363, Webster County); thence with Townsend Farms as follows: South 02 degrees 26 minutes 00 seconds East, passing an iron pin set on line at 647.71 feet, a total of 657.55 feet to a point; thence South 49 degrees 36 minutes 15 seconds East, 342.28 feet to an iron pin set, corner to Sami, LLC. (D.B. 689, Pg. 51, Hopkins County, D.B. 281, Pg. 726, Webster County); thence with Sami South 52 degrees 11 minutes 14 seconds West, 1,263.20 feet to a 1/2 inch iron pin found with cap stamped 3399, corner to said Donaldson Farms, LLC., also being the north east corner to Tract 2 of this survey; thence with Donaldson Farms North 37 degrees 08 minutes 56 seconds West, passing a wood post on line at 1,406.13 feet, a total of 2028.05 feet to the point of beginning, containing 46.998 acres, as per survey by Cody W. Henderson, P.L.S. No. 3771 of Henderson Land Surveying, LLC, on May 17, 2019. The property described herein above is subject to all legal easements and rights-of-way of record.

Approximately 47 acres

Parcel 3:

A certain tract of land located on Donaldson Road, also known as Corinth Church Road, approximately 1.26 miles south of its intersection of KY Highway 120, east of Providence, Webster and Hopkins County, Kentucky and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin set" is a 5/8-inch steel reinforcement bar eighteen (18) inches in length, with an orange plastic cap stamped "Cody W. Henderson, PLS 3771".

Beginning at an iron pin set in the east right-of-way of Donaldson Road, said point lying 15 feet from centerline, said point being a corner to Townsend Farms, LLC. (D.B. 589, Pg. 86, Hopkins County, D.B. 232, Pg. 363, Webster County), thence with the east right-of-way line of Donaldson Road, and 15 feet from centerline of the same as follows: North 47 degrees 53 minutes 56 seconds West, 261.94 feet to a point; thence North 50 degrees 06 minutes 52 seconds West, 1,639.40 feet to a point; thence with a curve to the right, having a radius of 985.84 feet, a chord bearing of North 44 degrees 49 minutes 27 seconds West, a chord distance of 181.80 feet, with an arc distance of 182.05 feet to an iron pin set, corner to Donaldson Farms, LLC. (D.B. 285, Pg. 16); thence with Donaldson Farms North 52 degrees 45 minutes 59 seconds East, passing an iron pin set on line at 516.31 feet, also passing a King post found on line at 1306.64 feet, a total of 2550.97 feet to a 1/2 inch iron pin found with cap stamped 3399, corner to Sami, LLC. (D.B. 689, Pg. 51, Hopkins County, D.B. 281, Pg. 726, Webster County); thence with Sami South 30 degrees 43 minutes 11 seconds East, passing an iron pin set on line at 436.56 feet, a total of 1002.73 feet to an iron pin set, corner to said Townsend Farms, LLC. (D.B. 589, Pg. 86, Hopkins County, D.B. 232, Pg. 363, Webster County); thence with Townsend Farms as follows: South 31 degrees 05 minutes 54 seconds East, 1,016.93 feet to a 6 inch iron pipe found; thence South 51 degrees 54 minutes 21 seconds West, passing a King post found on line at 822.80 feet, a total of 1890.78 feet to the point of beginning, containing 103.187 acres, as per survey by Cody W. Henderson, P.L.S. No. 3771 of Henderson Land Surveying, LLC, on May 17, 2019. The property described herein above is subject to all legal easements and rights-of-way of record.

Approximately 103 acres

The above parcels being the same property acquired by Russell Family Farms, LLC, a Kentucky limited liability company by Deed dated October 28, 2022 of record in Deed Book 809, Page 13-20, in the Hopkins County Clerk's office.

QLA ID: 18545

HOLDING PAGE FOR EXHIBIT B

**Preliminary Lease and Easement Improvement Plan and Acreage Calculation
to be delivered with Option Notice**

HOLDING PAGE FOR EXHIBIT C

As Built Lease and Easement Improvements and Final Acreage Calculation

EXHIBIT D

Lease and Easement Compensation

(1) **Signing Bonus.** Operator shall pay to Owner a one-time signing bonus of [REDACTED] ("**Signing Bonus**") if Owner signs this Agreement on or before the date which is fifteen (15) days from the date in which the original draft of this Agreement is tendered to Owner or Owner's representative or attorney. The Signing Bonus will be made within sixty (60) days after the Effective Date.

(2) **Option Payment.** As consideration for the granting of the Option, Operator agrees to pay Owner the annual amounts per acre of Owner's Property set forth on the table below during the Option Term ("**Option Payment**"). The first Option Payment shall be made within sixty (60) days after the Effective Date and thereafter, the Option Payment shall be made on or before each anniversary of the Effective Date during the Option Term unless Operator elects to terminate the Option. If Operator shall fail to timely make the initial payment or any subsequent payment throughout the Option Term, Owner shall provide written notice to Operator of Operator's failure and Operator shall have the opportunity to cure such failure in the manner prescribed in Section 18.

<u>Option Term</u>	
Year 1	[REDACTED]
Year 2	[REDACTED]
Year 3	[REDACTED]
Year 4	[REDACTED]
Year 5	[REDACTED]

(3) **Payment for Lease and Easements.**

(3)(a) During the Initial Lease and Easement Term, Operator shall pay annually to Owner the greater of: [REDACTED] per utilized acre, which acreage shall initially be determined by the calculation stated in **Exhibit B** and finally determined by the calculation stated in **Exhibit C** for the Lease and Easements. The payment stated in this subparagraph shall be collectively and individually referred to as the "**Annual Installment Payments**". The Annual Installment Payments shall increase two percent (2%) every year of the Lease and Easement Term after the initial Annual Installment Payment is made.

(3)(b) Annual Installment Payments for partial years shall be prorated based on the number of days in the partial year included in the Term. If a part of the Improvements is removed before the end of the Term, future Annual Installment Payments due from Operator to Owner for the Lease and Easements shall be reduced by the acreage attributable to the Improvements removed. If a part of the Improvements remains after the end of the Term, Operator shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Operator's Removal Obligations are fulfilled ("**Removal Date**"). However, such payments shall not excuse Operator from its Removal Obligations, nor extend the time for Operator to comply with such Removal Obligations.

(3)(c) Payments for the first partial year of the Term shall be made within sixty (60) days after the Commencement Date. All subsequent Annual Installment Payments shall be due in advance on or before February 28th of the calendar year or partial calendar year to which they are attributable during the Term. For purposes of example only, Annual Installment Payments for the 2028 calendar year would be due on or before February 28, 2028. After Operator delivers **Exhibit C** to Owner, any necessary payment adjustments shall be paid within thirty (30) days by Operator or credited against the next payment due from Operator to Owner.

(4) **Termination Payment.** If after exercising the Option, Operator elects to terminate this Agreement during the first fifteen (15) years of the Lease and Easement Term, Operator shall pay to Owner a one-time termination payment in an amount equal to three (3) Annual Installment Payments for the year in which termination occurs. Operator shall not be obligated to pay such termination payment to Owner if this Agreement is terminated due to Regulatory Suspension, Force Majeure, condemnation, or eminent domain proceeding pursuant to Section 19 of this Agreement.

(5) **Payment Allocation Schedule.** All payments to Owner shall be made based on the following allocation: 100% to Russell Family Farms, LLC

Operator shall not be required to pay any amounts to Owner until it receives a completed and signed W-9 form(s) from Owner.

SOLAR LEASE AND EASEMENT AGREEMENT

1. **Parties.** This Solar Lease and Easement Agreement ("**Agreement**") is made and entered as of the 10 day of July, 2019 ("**Effective Date**"), by and between the SAMI, LLC, a Kentucky limited liability company ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"), which are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**".

2. **Project.** This Agreement relates to the solar-powered electrical power generation and transmission project known as the "Providence Solar Project" to be located in Hopkins County, Kentucky ("**Project**"), which may be wholly or partially located on the Owner's property legally described on the attached **Exhibit A** to this Agreement ("**Owner's Property**"). Upon Operator's exercise of the Option (as defined below), the Project shall include (i) the Lease of Owner's Property described in Section 4, (ii) the Easements referenced in Section 5 that are located on the Owner's Property, and (iii) the Improvements referenced in Section 8 to be constructed on Owner's Property. The Lease, Easements and Improvements are sometimes collectively referred to as the "**Operator Property**".

3. **Option.** Owner grants to Operator an exclusive option ("**Option**") to acquire the Lease and Easements referenced in Sections 4 and 5 in accordance with the following terms and conditions. Operator shall be entitled to acquire the Lease and the Easements in their entirety or in part, as Operator deems appropriate.

3.1 **Option Term.** The period during which Operator may exercise the Option shall be for a term of five (5), commencing on the Effective Date ("**Option Term**").

3.2 **Option Payment.** As consideration for the granting of the Option, Operator agrees to pay Owner the Option Payment set forth in **Exhibit D**.

3.3 **Use of Owner's Property.** During the Option Term, Operator and its employees, agents and contractors shall have a right to enter upon the Owner's Property and the right of ingress and egress over and across the Owner's Property for the purposes of (i) surveying the Owner's Property; (ii) performing such other tests and studies as Operator may desire in connection with the Option, including, without limitation, environmental, avian and cultural resource assessments, and geotechnical, foundation and soil tests, provided that such activities do not unreasonably interfere with Owner's use of the Owner's Property; and (iii) installing, maintaining, operating, inspecting and removing one or more weather related instruments ("**Weather Instrument**") and fencing of said Weather Instrument and including the performance of all tests and studies associated therewith. Owner shall not permit any other individual or entity except Operator or its affiliates to install a Weather Instrument on Owner's Property.

3.4 **Right to Grant Option.** Owner warrants and represents to Operator that (i) the statements in Section 9 concerning Owner's title to the Owner's Property are true and correct; (ii) Owner has the authority to grant this Option to Operator without the consent or approval of any other party; and (iii) there are no other existing options, rights of first refusal, contracts to

purchase, leases or mortgages that would prevent Operator from exercising its rights with respect to the Option.

3.5 **Exercise of Option.** Operator may exercise the Option by giving written notice to Owner ("**Option Notice**") at any time during the Option Term. Operator shall specify in the Option Notice the Commencement Date referenced in Section 6.1.1. On the Commencement Date, the Lease and Easements referenced in Sections 4 and 5 shall automatically become effective, and the Parties shall be subject to all of the terms and conditions of this Agreement with respect to such Lease and Easements and all rights and obligations relating thereto.

3.6 **Termination of Option.** If Operator fails to exercise the Option within the Option Term, the Option and the rights of Operator as the optionee shall automatically terminate.

4. **Lease.** Upon exercise of the Option by Operator, Owner leases to Operator, and Operator leases from Owner, Owner's Property for the Lease and Easement Term (defined in Section 6.1) in accordance with the terms and conditions of this Agreement ("**Lease**"), which Lease grants Operator and its agents, contractors, and employees the right to use the Owner's Property for the following permitted uses:

4.1 **Construction Right.** Operator leases Owner's Property for the purpose of constructing, operating, maintaining, repairing, replacing, and removing all or any part or component of the Improvements whether located on Owner's Property. Operator may exercise its right to use all or any part of the Owner's Property as and when Operator deems it necessary or advisable to do so to perform the activities for which this right is granted, including, without limitation, staging areas and parking for Operator's employees.

4.2 **Access Right.**

4.2.1 Operator leases Owner's Property for unobstructed vehicular and pedestrian access and ingress to and egress from the Improvements, Owner's Property and any public roadways, and to construct, maintain, and utilize Roadway Improvements on the Owner's Property. Owner shall not permit others to obstruct or damage the roads or Roadway Improvements located on the Owner's Property or in any other way interfere with Operator's rights under this right.

4.2.2 Operator shall repair any damage done to Roadway Improvements which result from use by Operator, its agents, servants or employees. Such roads shall be maintained in the condition necessary for use by Operator's equipment, and with regard to existing roads, shall be maintained in at least the condition that existed prior to Operator's use.

4.3 **Solar Panels Right.** Operator leases Owner's Property for Operator to construct, operate, replace, relocate, remove, and maintain Solar Panels and the appurtenant Collection Facilities, together with associated roads and parking areas on Owner's Property.

4.4 **Collection Facilities Right.** Operator leases Owner's Property for Operator to construct, operate, maintain, replace, relocate or remove Collection Facilities on and under the Owner's Property.

4.5 **Substation Right.** Operator leases Owner's Property for Operator to construct, operate, maintain, replace, relocate or remove one or more Substations on Owner's Property.

4.6 **Telecommunication Right.** Operator leases Owner's Property for Operator to construct, operate, maintain, replace, relocate or remove Telecommunication Facilities on and under the Owner's Property.

4.7 **Weather Instrument Right.** Operator leases Owner's Property in order to construct, operate, replace, relocate, remove, and maintain a Weather Instrument and the appurtenant Collection Facilities on Owner's Property.

5. **Grant of Easements.** Upon the exercise of the Option by Operator, Owner grants to Operator, and Operator accepts from Owner, for the Lease and Easement Term referenced in Section 6.1, the following easements over and across the Owner's Property in accordance with the terms and conditions of this Agreement. The following easements are for the benefit of Operator and Operator's agents, contractors and employees and located on the Owner's Property and are collectively referred to as the "**Easements**".

5.1 **Sun Non-Obstruction Easement.**

5.1.1 Owner grants Operator an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Owner's Property. Owner shall not engage in any activity on Owner's Property or any other neighboring property owned by Owner that might interfere with the sunlight direction over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Operator's operation of the Project or exercise of any rights granted in this Agreement (collectively "**Interference**").

5.1.2 This grant of the easement expressly includes the right of Operator to enforce Operator's rights, including the physical removal of trees or structures (except existing trees and structures) causing Interference to the Project contemplated by Operator. Operator shall notify Owner before making any such removals.

5.2 **Effects Easement.** Owner grants to Operator an easement over Owner's Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Owner's Property.

6. **Term.** The term of this Agreement ("**Term**") includes the Option Term referenced in Section 3.1, the Initial Lease and Easement Term as described in Section 6.1.1 and the Extended Lease and Easement Term as described in Section 6.1.2 (together, the Initial Lease and Easement Term and the Extended Lease and Easement Term, if applicable, is defined as the "**Lease and Easement Term**").

6.1 **Lease and Easement Term.**

6.1.1 **Initial Lease and Easement Term.** The initial term of the Lease and Easements shall commence on the date specified by Operator in the Option Notice ("**Commencement Date**"). The initial term of the Lease and Easements shall end thirty (30) years after the Commencement Date (the "**Initial Lease and Easement Term**"), subject to the rights of renewal and termination as provided in this Agreement.

6.1.2 **Extended Lease and Easement Term.** Operator shall have the right to extend the Term of this Agreement for two (2) consecutive terms of five (5) years each in accordance with the terms and provisions of this Agreement (collectively "**Extended Lease and Easement Term**") by providing written notice to Owner of Operator's intent to extend the Term within one hundred eighty (180) days of the end of the existing Term. Each Extended Lease and Easement Term shall begin on the expiration date of the Initial Lease and Easement Term or previous Extended Lease and Easement Term, as the case may be. During the Extended Lease and Easement Term, Operator shall pay Owner the amounts set forth in **Exhibit D** as the consideration for the Lease and Easements.

6.1.3 **Delays During Lease and Easement Term.** At Operator's option, the Term may be extended for a period of time equal to the period of time during which operation of the Project is delayed or suspended because of the occurrence of a Regulatory Suspension or Force Majeure, which are defined as follows:

(i) "**Regulatory Suspension**" shall mean the enactment or application of any law, order, rule, or regulation of the Kentucky Public Service Commission, Federal Energy Regulatory Commission, or other local, state, or federal government authority having jurisdiction over the Project or Operator, or the failure of any such governmental authority to issue an approval or permit pursuant to any such law, order, rule, or regulation, which results in the delay, interruption, or suspension of the production, sale or transmission of electricity from the Solar Panels; and

(ii) "**Force Majeure**" shall mean causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including but not limited to acts of God, labor unrest (including, but not limited to, slowdowns, picketing, boycotts or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission or other lines, wires or cables to the Project by persons other than Operator's employees or contractors, epidemic, war, revolution, riot, civil disturbance, sabotage, change in law or applicable regulation subsequent to the Commencement Date and action or inaction by any federal, state or local legislative, executive, administrative judicial agency or body which in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure, provided that: (i) the non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, but in no event later than thirty (30) days thereafter, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no

longer duration than is reasonably required by the Force Majeure; (iii) the non-performing Party uses good faith and commercially reasonable efforts to remedy its inability to perform; and (iv) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, each Party shall give prompt written notification thereof to the other Party.

6.2 **Termination by Operator.** Provided Operator is not in default under any term of this Agreement, Operator, at its option, shall have the right to terminate this Agreement at any time during the Term of the Agreement, as to all or any part of the Operator Property. Termination shall be effective thirty (30) days after written notice of such termination to Owner. If Operator's notice is a full termination of the Operator Property, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination; (ii) the removal of the Improvements by Operator pursuant to Section 8.10; and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any such partial termination by Operator, the Parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof terminated by Operator, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of this Agreement. The Parties agree to execute an amendment to this Agreement evidencing such partial termination.

7. **Payments.** If Operator exercises the Option referenced in Section 3, Operator agrees to pay Owner the amounts set forth in **Exhibit D** as consideration for the Lease, Easements and Operator's other rights and interests in the Owner's Property.

8. **Improvements.** Operator shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, repair, replace, relocate and remove all facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials and property of every kind and character required for the construction and operation of portions of the Project on the Owner's Property, including, but not limited to, the Solar Panels, Collection Facilities, Weather Instruments, and Roadway Improvements referenced in Sections 8.1 through 8.6 (collectively, the "**Improvements**").

8.1 "**Solar Panels**" shall mean any photovoltaic energy system designed for the generation of electrical power from the collection of sunlight, including without limitation, the photovoltaic panels, foundations, support structures, braces and related equipment.

8.2 "**Collection Facilities**" shall mean all Improvements whose purpose is to deliver electrical power generated by the Solar Panels to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical collection lines, telecommunication lines, splice boxes and interconnection facilities.

8.3 "**Substations**:" shall mean electrical lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, all structures, equipment, enclosures, fencing, security devices, and other electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the Project to make it suitable for transmission on, and to deliver it to, Collection Facilities connected to an electric power grid or other system.

8.4 "**Telecommunication Facilities**" shall mean all Improvements whose purpose is to provide telecommunication services solely relating to the Project or any of Operator's solar powered projects, including telephone, closed-circuit television, microwave, internet, computer data and other telecommunication services.

8.5 "**Weather Instrument**" shall mean instruments used primarily to gather and transmit sunlight and meteorological data relating to the Project, and includes the instrument's foundations, guy wires, sunlight and meteorological data acquisition equipment, power source, and any required data and electrical transmission lines.

8.6 "**Roadway Improvements**" shall mean all improvements that may be necessary to construct, maintain and repair any new and existing roadways and other means of ingress and egress over, across and along the Owner's Property, including paving or surfacing of the roadways with asphalt, gravel or other roadway materials, installation of road signs and the construction and installation of culverts, bridges, drainage ditches, gates, cattle guards and similar structures and facilities.

8.7 **Ownership of Improvements**. Except as otherwise provided in Section 11.7, all Improvements shall at all times remain the property of Operator, and Owner shall have no right, title or interest therein. All Improvements constructed or placed on the Owner's Property by Operator during the Term of this Agreement may be repaired, replaced, relocated, removed, added to or expanded upon by Operator at any time during the Term of this Agreement. Owner expressly waives any statutory lien or common law liens on the Improvements to which Owner might be entitled.

8.8 **Construction Liens**. Operator shall not permit any liens arising out of Operator's use of the Operator Property under this Agreement to be filed against the Owner's Property. Operator shall, within sixty (60) days after it receives notice of the lien, provide a bond or other security that Owner may reasonably request, or remove such lien from the Owner's Property in the manner provided by applicable law.

8.9 **Location of Improvements**. The acreage required from the Owner's Property for the Improvements for which the Lease and Easements are being granted cannot be determined until the completion of Operator's inspection, testing, study and surveying of the Owner's Property during the Option Term. Along with the Option Notice, Operator shall deliver to Owner a proposed plan of development showing the contemplated locations of the Improvements and a preliminary calculation of the acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as the **Exhibit B** to this Agreement. During the final development and construction of the Project, such locations may need to be amended. Following construction of the Project, Operator shall provide Owner an "as-built" survey of all Improvements on Owner's Property and the final calculation of the acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as **Exhibit C** to this Agreement. Further, following construction, the Improvements may need to be relocated or rerouted by Operator, which Operator may perform, at any time during the Term of this Agreement, so long as the nature and extent of any such relocated or rerouted Improvements are

not materially different and impose no materially greater burden on the Owner's Property than the original locations or routes, and so long as Operator takes commercially reasonable efforts to minimize disruption or inconvenience to Owner.

8.10 **Removal of Improvements.** Upon full or partial termination of any of the Lease Rights or Easements, Operator shall remove all Improvements and restore the area formerly occupied by the Improvements to substantially the same physical condition that existed immediately before the construction of the Improvements (the "**Removal Obligations**"). At Owner's request, all or any part of the Roadway Improvements may be left for use by Owner.

9. **Ownership and Title Matters.** Owner warrants and represents to Operator, both as of the Effective Date, and as of the Commencement Date as follows:

9.1 **Authority.** Owner represents and warrants that it is the holder of fee simple title and is the sole owner of the Owner's Property and has the unrestricted right and authority to sign this Agreement and to grant Operator the Lease and Easements and other rights granted in this Agreement. When signed by both Parties, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

9.2 **Other Agreements.** The Owner's Property is not subject to any other agreements, options, rights of first refusal or other prior right of any party to purchase, lease or acquire easements in the Owner's Property, or create any prior claim or right that would preclude or interfere with Operator's rights and interests under this Agreement and the Lease and Easements.

9.3 **Minerals.** Except as disclosed by Owner to Operator at the time of the execution of this Agreement by Owner, Owner owns all of the oil, gas and other minerals, and all rights thereto as on or under the Owner's Property.

9.4 **Owner Mortgage.** Except as disclosed by Owner to Operator at the time of the execution of this Agreement by Owner, there are no mortgages encumbering the Owner's Property ("**Owner Mortgage**").

9.5 **Notice and Opportunity to Cure.** If there is an Owner Mortgage encumbering Owner's Property and Owner receives from the holder thereof any notice that payments are overdue, Owner shall notify Operator and each Operator Mortgagee (as defined at Section 13.1) by sending a copy of such overdue payment notice to Operator by the earlier of (i) five (5) days after receipt, or (ii) three (3) business days prior to the date by which a default under or in respect of such Owner Mortgage could occur. If Operator or any Operator Mortgagee determines that it would be in Operator's interest to make such payments to Owner Mortgagee on Owner's behalf, whether as a result of receiving such notice or otherwise, Operator shall have the right to make such payments and to credit the payments so made against the Annual Installment Payment next due under the Agreement.

9.6 **Subordination, Non-Disturbance & Attornment Agreement.** If there is an Owner Mortgage encumbering Owner's Property, Owner shall cooperate with Operator to obtain a Subordination, Non-Disturbance and Attornment Agreement ("**SNDA**") in the form prepared

and provided by Operator, from each Owner Mortgagee, pursuant to which such Owner Mortgagee agrees, among other things, not to disturb Operator's possession and use of the Owner's Property. Owner shall not incur any loss in income, expense, obligation or liability with regard to the SNDA. Operator shall, at its sole cost and expense, record each such SNDA in the Office of the County Clerk in which Owner's Property is located. If Owner fails to deliver a SNDA from each Owner Mortgagee, Operator may, at its sole option, either (i) terminate this Agreement immediately upon written notice to Owner, or (ii) take such action as Operator deems reasonably necessary to effect the rights granted to Operator hereunder, and off-set all amounts expended in such efforts against the Annual Installment Payments and any other amounts due hereunder or in respect hereof.

10. **Representations and Warranties of Owner.** Owner hereby makes the following further representations and warranties both as of the Effective Date, and as of the Commencement Date:

10.1 **Physical Condition.** Owner has no knowledge of any existing physical conditions of the Owner's Property which would prevent, significantly restrict or make more expensive Operator's development of the Owner's Property for the purposes specified in this Agreement, or which could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

10.2 **Legal Restrictions.** Owner has no knowledge of any law, regulation, ordinance or order of any local, state or federal governmental authority which would prohibit or significantly restrict Operator's development of the Owner's Property pursuant to this Agreement. This Agreement does not violate any contract, agreement, instrument, judgment or order to which Owner is a party or which affects the Owner's Property. To the best of Owner's knowledge, the Owner's Property is currently in full and complete compliance with all governmental laws, ordinances, orders, rules and regulations applicable to the Owner's Property.

10.3 **No Litigation.** No litigation is pending and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened or anticipated with respect to any matter affecting the Owner's Property. If Owner learns of any litigation or administrative action proposed, threatened or instituted with respect to the Owner's Property, Owner shall give Operator notice within thirty (30) days thereof.

10.4 **Survival.** The representations and warranties set forth in this Section 10 shall survive the execution and delivery hereof.

11. **Use, Operation and Maintenance.**

11.1 **Exclusive Use by Operator.** Operator shall have the exclusive right (i) to use and possess the Owner Property in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to investigate, inspect, survey, and conduct tests of the Owner's Property, including, but not limited to, meteorological, environmental, archeological and geotechnical tests and studies; (iii) to use and convert all of the sunlight resources on the Owner's Property; and (iv) to undertake such other activities on the Owner's Property that may be related to the Project, including, without limitation, the storage of Solar Panels, materials and equipment during the installation and construction of the Improvements; development and

operation of communications systems; and site tours of the Project for visitors and other interested parties.

11.2 **No Required Installation or Operation.** Nothing in this Agreement shall be interpreted as imposing on Operator any obligation to install Solar Panels or other Improvements on the Owner's Property, or to operate the Project on the Owner's Property. Operator shall have the sole discretion to determine if and when any Solar Panels and other Improvements may be constructed on Owner's Property, and if and when to commence the operation of the Project on the Owner's Property.

11.3 **Permits and Approvals.** Operator shall be responsible, at its sole cost and expense, for obtaining any governmental permits and approvals necessary for the construction and operation of the Project and the construction and operation of the Improvements. Owner shall cooperate with Operator as necessary to obtain any governmental or utility approvals or permits, including, without limitation, signing any applications for such approvals, provided that Owner shall not incur any loss in income, expense, obligation or liability with respect to Operator obtaining such permits or approvals.

11.4 **Compliance with Laws.** Operator shall comply in all material respects with valid laws applicable to the Owner's Property and the Operator Property. Operator shall have the right, in its sole discretion and at its sole expense, in Operator's name to contest the validity or applicability to the Owner's Property and the Operator Property of any law, ordinance, statute, order, regulation, property assessment or the like made by any governmental agency or entity. Operator shall control any such contest and Owner shall cooperate with Operator in every reasonable way in such contest, provided that Owner shall incur no expense, obligation or liability with regard to such contest.

11.5 **Care and Appearance.** Operator, in its exercise of the lease, easement and other rights granted hereunder shall, at all times, maintain the Owner's Property and the Improvements in a reasonably neat, clean and presentable condition. Operator shall not willfully or negligently damage or destroy the Owner's Property and shall keep the Owner's Property clean and free of debris created by Operator, its contractors, or others brought on to the Owner's Property by Operator. Operator shall not use the Owner's Property for storage, except for materials, construction equipment and vehicles directly associated with construction or maintenance of the Improvements on the Owner's Property or adjacent properties that are part of the Project.

11.6 **Fences and Gates.** At Owner's request, Operator shall repair or replace any fences, gates or cattle guards damaged or removed in connection with Operator's activities on the Owner's Property. Fences removed from the Owner's Property, if replaced, shall be re-built by Operator at its expense in mutually agreeable locations. All fence repair and construction shall be substantially similar to the construction of existing fences and cattle guards on Owner's Property. Any gates opened for access to Owner's Property by either Party shall be closed immediately after passing through so that livestock may not pass through. Once completed, all replacement fences, gates and cattle guards shall be owned and maintained by Owner. Upon abandonment or termination of the rights granted to Operator in this Agreement, any fences, gates and cattle guards installed by Operator shall remain and become the property of Owner. To minimize the need for temporary fencing, Owner will cooperate with Operator to avoid

pasturing animals on or near the Improvements during periods of construction, maintenance or removal activity by Operator. Owner will discuss with Operator what temporary fencing is necessary during the periods of construction, maintenance or removal activity by Operator.

11.7 **Roadway Maintenance and Repairs.** Operator agrees to maintain and repair all Roadway Improvements located on the Operator Property; provided, however, Owner shall reimburse Operator for any costs and expenses incurred by Operator to repair any damage or perform any special maintenance of the Roadway Improvements caused by Owner or any person using the Roadway Improvements with Owner's permission, other than Operator.

12. **Taxes.**

12.1 **Owner's Taxes.** Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("**Taxes**") levied or assessed against the Owner's Property and all improvements thereon by governmental authorities, other than Operator's Taxes referenced in Section 12.2 (Taxes, excepting Operator's Taxes, are hereinafter referred to as "**Owner's Taxes**").

12.2 **Operator's Taxes.** Subject to timely receipt from Owner and/or appropriate governmental agency of the relevant statement for Taxes pursuant to this Section 12.2, Operator shall pay prior to delinquency any personal property taxes on Improvements and/or any taxes that were directly attributable to Improvements installed by Operator and all increases in the ad valorem property taxes levied against the Property that are assessed for the period from and after the date of this Agreement until the end of the Term hereof and are directly attributable to Improvements installed by Operator ("**Operator's Taxes**"). Operator shall not be responsible for Taxes attributable to improvements installed by Owner or others on the Owner's Property. Owner shall submit the annual statement for Taxes to Operator within a reasonable time after the date Owner receives the statement from the taxing authority. Operator may elect to have the statement for Taxes sent directly to Operator. In such event, Operator shall pay all Operator's Taxes to the appropriate taxing authority prior to delinquency, and Owner shall pay to Operator Owner's Taxes prior to delinquency (or Operator may pay Owner's Taxes and offset such amount against the Payments). If Operator receives such statement directly, Operator shall submit a copy of the statement for Taxes to Owner within thirty (30) days after the date Operator receives the statement from the taxing authority.

12.3 **Failure to Pay.** In the event either Party fails to pay their share of Taxes prior to delinquency, the other Party shall have the right to pay such Taxes and any accrued penalties or interest, which payments shall increase or be offset against other Payments due under this Agreement.

12.4 **Operator's Right to Contest.** Operator may contest the legal validity or amount of any Operator's Taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary, provided that Operator shall bear all expenses in pursuing such contest or proceeding. With respect to any Taxes which may constitute a lien on the Owner's Property, Operator shall promptly pay such Taxes unless the proceeding in which it contests such Taxes shall operate to prevent or stay the collection of the Taxes so contested or

unless Operator removes any such lien by bonding or otherwise. Owner agrees to render to Operator all reasonable assistance in contesting the validity or amount of any such Taxes, with the exception of Taxes levied by Owner, including joining in the signing of any reasonable protests or pleading which Operator may deem advisable to file; provided, however, that Operator shall reimburse Owner for its reasonable out-of-pocket expenses, including reasonable attorneys' fees incurred in connection with providing such assistance. Operator shall be liable for any penalties, interest, or other charges incurred as a result of any unsuccessful challenge by Operator.

13. Mortgage of Operator Property.

13.1 Right to Mortgage. Operator may, upon written notice to Owner, but without requiring Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement and the Operator Property. These various security interests in all or a part of this Agreement and the Operator Property are collectively referred to as an "Operator Mortgage" and holder of such security interest, an "Operator Mortgagee". Any Operator Mortgagee shall use the Operator Property only for the uses permitted under this Agreement. Whenever Operator has granted a security interest under this Section 13, it will give Owner notice of the Operator Mortgage (including the name and address of the Operator Mortgagee for notice purposes) to Owner within thirty (30) days; provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner to provide such Operator Mortgage notice until the Operator and its address is given to Owner.

13.2 Notice of Default and Opportunity to Cure. As a precondition to exercising any rights or remedies related to any alleged default by Operator under this Agreement, Owner shall give written notice of the default to each Operator Mortgagee at the same time it delivers notice of default to Operator, specifying in detail the alleged event of default and the required remedy. Each Operator Mortgagee or its designee shall have the right, but not the obligation, to cure any default as Operator, and/or the right, but not the obligation, to remove any Improvements or other property owned by Operator or such Operator Mortgagee located on the Owner's Property to the same extent as Operator. The cure period for any Operator Mortgagee shall be the later of (i) the end of the Operator cure period under Section 18; (ii) thirty (30) days after such Operator Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 13.3. Failure by Owner to give an Operator Mortgagee notice of default shall not diminish Owner's rights against Operator, but shall preserve all rights of the Operator Mortgagee or its designee to cure any default and to remove any Improvements or other property of Operator or the Operator Mortgagee located on the Owner's Property.

13.3 Extended Cure Period. If any default by Operator under this Agreement cannot be cured without the Operator Mortgagee obtaining possession of all or part of the Operator Property, then any such default shall be deemed remedied if an Operator Mortgagee: (i) within sixty (60) days after receiving notice from Owner as set forth in Section 13.2, acquires possession of all or part of the Operator Property, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of the Operator Property performs all other obligations as and when the same are due in accordance with the terms of this Agreement. If an

Operator Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition.

13.4 **Operator Mortgagee Liability.** Any Operator Mortgagee whose interest in the Operator Property is held solely for security purposes, shall have no obligation or liability under this Agreement unless and until the Operator Mortgagee succeeds to absolute title to the Operator Property and the rights of Operator under this Agreement. An Operator Mortgagee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such absolute title.

13.5 **Certificates.** Owner shall execute any estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Operator or any Mortgagee may reasonably request from time to time. The Parties shall negotiate in good faith any amendment to this Agreement from time to time to include any provision that may be reasonably requested by Operator or any Operator Mortgagee to implement the provisions contained in this Agreement or to preserve an Operator Mortgagee's security interest.

13.6 **Operator Mortgagee's Right to Enforce Mortgage and Assign.** Each Operator Mortgagee shall have the right, in its sole discretion: (i) to assign its Operator Mortgage; (ii) to enforce its lien and acquire title to all or any portion of the Operator Property by any lawful means; (iii) to take possession of and operate all or any portion of the Operator Property and to perform all obligations to be performed by Operator under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Operator Property by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer all or any portion of the Operator rights under this Agreement to a third party in accordance with Section 14. Any Operator Mortgagee or other party who acquires Operator's interest in all or a portion of the Operator Property pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Operator by this Agreement, which are incurred or accruing after such Operator Mortgagee or other party no longer has ownership or possession of the Operator Property.

13.7 **New Agreement.**

13.7.1 If the Operator Property is foreclosed upon or there is an assignment in lieu of foreclosure, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights and, within ninety (90) days after such event, Operator or any Operator Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Owner to cure any material defaults under this Agreement, and for the payment of all Annual Installment Payments or other charges due and payable by Operator as of the date of such event, then Owner shall execute and deliver to Operator or such Operator Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new agreement ("**New Agreement**") which (i) shall be for a term equal to the remainder of the Term of this Agreement before giving effect to such rejection or termination; (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this

Agreement (except for any requirements that have been fulfilled by Operator or any Operator Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of this Agreement); and (iii) shall include that portion of the Operator Property in which Operator or such other Operator Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination.

13.7.2 If more than one Operator Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the Operator Mortgagee requesting such New Agreement whose Operator Mortgage is prior in time, and the written request of any other Operator Mortgagee whose lien is subordinate shall be void and of no further force or effect. The provisions of this Section 13 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 13 were a separate and independent contract made by Owner, Operator and each Operator Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such New Agreement, such Operator Mortgagee or other purchaser at a foreclosure sale may use and enjoy the Operator Property without hindrance by Owner or any person claiming by, through or under Owner; provided that all of the conditions for the New Agreement as set forth above are complied with.

13.8 **Operator Mortgagee's Consent to Amendment, Termination or Surrender.** Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as any Operator Mortgage remains outstanding, this Agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation or release of all or any part of the Operator Property from Operator, prior to expiration of the Term of this Agreement, without the prior written consent of the Operator Mortgagee holding such Operator Mortgage. This provision is for the express benefit of and shall be enforceable by each Operator Mortgagee as if it were a party named in this Agreement.

14. **Assignment and Sublease.** Operator shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of this Agreement or the Operator Property, on either an exclusive or a non-exclusive basis, or to grant subleases, co-leases, easements, licenses or similar rights with respect to the Operator Property (collectively, "Assignment"), to one or more persons or entities (collectively "Assignee"). Each Assignee shall use the Operator Property only for the uses permitted under this Agreement. When Operator makes any Assignment under this Section 14, Operator shall give written notice to Owner of such Assignment (including the interest conveyed by the Assignment and address of the Assignee for notice purposes) to Owner; provided Operator's failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such assignment or conveyance until such notice is given and consent granted. Any Assignment by Operator shall release Operator from obligations subject thereof accruing after the date that liability for such obligations is assumed by the Assignee.

15. **Hazardous Materials.**

15.1 **Owner's Covenants Regarding Hazardous Materials.** Owner represents and warrants that, to the best of Owner's knowledge, the Owner's Property is not and has not been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement ("**Environmental Laws**"), and Owner has not received any notice or other communication from any governmental authorities alleging that the Owner's Property is in violation of any Environmental Laws. "**Hazardous Materials**" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation. Owner warrants that Owner has done nothing to contaminate the Operator Property with Hazardous Materials or wastes.

15.2 **Operator's Covenants Regarding Hazardous Materials.** Operator shall, at Operator's sole cost and expense, promptly take removal or remedial action required by Environmental Law with regard to any material violation of any Environmental Law with regard to any Hazardous Materials brought onto the Owner's Property by Operator or its employees, agents, or contractors. Owner shall cooperate with Operator with regard to any scheduling or access to the Owner's Property in connection with any action required hereunder.

15.3 **Operator's Indemnity Regarding Hazardous Materials.** Operator shall indemnify, defend, protect and hold Owner harmless from any liability based on: (i) the release of Hazardous Materials in, on, under or about the Owner's Property caused by Operator or its employees, agents, or contractors, or (ii) the violation by Operator or its employees, agents, or contractors of any Environmental Law. The indemnity obligations set forth herein shall survive termination of this Agreement.

16. **Insurance and Indemnity.**

16.1 **Insurance.** At all times during which Operator is conducting any activities on the Property and at all times during the Term of this Agreement, Operator shall maintain in effect (1) commercial General Liability Insurance, including bodily injury and property damage coverage with minimum limits of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate and (2) Umbrella Liability Insurance with minimum limits of \$5 Million Dollars per occurrence and \$5 Million Dollars aggregate. Operator shall name Owner as additional insured on such insurance policy and provide Owner with a certificate of such insurance.

16.2 **Indemnity by Operator.** Operator shall defend, indemnify, protect and hold Owner harmless from and against all liabilities, costs, expenses, obligations, losses, damages, claims, (collectively "**Claims**") resulting from the negligence, willful misconduct, or breach of this Agreement by Operator, its agents, contractors or employees, invitees, licensees and permittees; provided, however, that such Claims are not due to the sole negligence, willful misconduct, or breach by Owner, its agents, contractors or employees, invitees, licensees or permittees.

16.3 **Indemnity by Owner.** Owner shall defend, indemnify, protect, and hold Operator harmless from and against all Claims resulting from the negligence, willful misconduct, or breach of this Agreement by Owner, its agents, contractors or employees, invitees, licensees and permittees; provided, however, that such Claims are not due to the sole negligence, willful

misconduct, or breach by Operator, its agents, contractors, employees, invitees, licensees, or permittees.

16.4 **Survival.** The obligations of the Parties under this Section 16 shall survive expiration or other termination of this Agreement.

17. **Confidentiality.** This Agreement includes confidential and proprietary information relating to Operator and the Project. Owner agrees not to provide copies of the Agreement or disclose the terms of the Agreement to any unauthorized person or entity. Operator authorizes Owner to provide copies of the Agreement and disclose the terms thereof to Owner's family ("family" shall be deemed to include all devisees or descendants of owner by will or intestacy), attorney, accountant, financial advisor and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Owner and for no other purpose, so long as such authorized parties agree in writing to become subject to the confidentiality provisions hereto and not to provide copies of the Agreement or disclose the terms thereof to any unauthorized person or entity. Any Owner and party shall return all material containing any confidential information to Operator immediately upon its request. Any party agrees to destroy immediately upon request by Operator such analyses, compilation, studies or other documents, and any oral information will continue to be subject to the terms of this Agreement. Owner agrees that Operator will have no adequate remedy at law if any party violates any of the terms of this Agreement. In such event Operator will have the right, in addition to any other rights Operator may have, to obtain injunctive relief to restrain any breach or threatened breach by third party or specific enforcement of such terms plus reimbursement of attorneys' fees, court costs and all associated expenses. No party shall publish, file for public record, reproduce, or otherwise disseminate this document or any of the terms and provisions hereof to any party, other than the Parties set forth above without the prior written consent of Operator, which consent may be withheld for any reason and in Operator's sole discretion.

18. **Default and Remedies.**

18.1 **Operator Payment Default.** If Operator shall fail to pay any amounts set forth in **Exhibit D** which failure continues for more than thirty (30) days from receipt of written notice from Owner that such amount is due, then Operator shall be in default ("**Operator Payment Default**") and Owner shall have the following remedies:

18.1.1 **Collection of Payments.** With or without terminating this Agreement, Owner may file a lawsuit against Operator to collect any unpaid amounts set forth in **Exhibit D** together with interest thereon that accrues during the continuance of the Operator Payment Default, calculated at a rate ("**Default Rate**"), which is the lesser of (i) the prime interest rate at JP Morgan Chase & Co. (or its successor) plus two percent (2%) per annum, or (ii) the maximum lawful rate.

18.1.2 **Terminate Agreement.** Owner may not terminate this Agreement because of any Operator Payment Default without first giving Operator written notice of its intention to terminate the Agreement ("**Termination Notice**"), to be effective on a date to be specified by Owner that is at least thirty (30) days after the date of the Termination Notice. If, by the date specified in the Termination Notice, Operator fails to pay the amount required to cure

the Operator Payment Default (including interest at the Default Rate that accrues during the continuance of the Operator Payment Default), Owner's termination of this Agreement shall become effective on the date specified in the Termination Notice. Upon such termination, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination (including the amount owed by Operator with respect to the Operator Payment Default and interest payable with respect thereto); (ii) the removal of the Improvements by Operator pursuant to Section 8.10; and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Owner's right to terminate this Agreement pursuant to this Section 18.1.2 is subject to and conditioned upon Owner giving any Operator Mortgagee written notice and opportunity to cure the Operator Payment Default as provided in Section 13.2.

18.2 **Other Operator Default.** Operator shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement other than an Operator Payment Default as set forth in Section 18.1 and shall not cure such default within thirty (30) days after receiving notice thereof from Owner (or if such default cannot be cured through the exercise of reasonable diligence within such thirty (30) day period, if Operator fails to commence corrective action within such thirty (30) day period and thereafter diligently prosecutes same to completion) ("**Other Operator Default**"). The breach by Operator of any provision hereof may only result in a cause of action by Owner under applicable law and, other than as set forth in this Section 18.2, Owner hereby waives all other rights it may have, in law or in equity, to terminate this Agreement prior to the expiration of the Term. In the event of any such breach by Operator, Owner shall, at least thirty (30) days prior to commencing any cause of action, give written notice of the cause of breach to Operator, and any Operator Mortgagee (of which it has been notified in writing) concurrently, specifying in detail the alleged event of breach and the required remedy. If Operator does not cure or commence curing such breach within thirty (30) days of receipt of notice, the Operator Mortgagee or its designee shall have the absolute right, but not the obligation, to substitute itself for Operator and perform the duties of Operator hereunder for the purposes of curing such breach. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Operator Mortgagee or its designee (or its employees, agents, representatives or contractors) to enter upon the Owner's Property to complete such performance with all the rights, privileges and obligations of Operator hereunder. Owner may cure any default by Operator after Operator's cure period has expired. If Owner at any time by reason of Operator's default, pays any sum or performs any act that requires the payment of any sum, the sum paid by Owner shall be due immediately from Operator to Owner, together with interest on such sum calculated at the Default Rate.

18.3 **Owner Default.** Owner shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within thirty (30) days after receiving notice thereof from Operator (or if such default cannot be cured through the exercise of reasonable diligence within such thirty (30) day period, if Owner fails to commence corrective action within such thirty (30) day period and thereafter diligently prosecutes same to completion) ("**Owner Default**"). Upon the occurrence of an Owner Default, Operator shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) terminate this Agreement without being liable for prosecution or any claim of damages therefor; and (ii) pursue any and all other action or

remedies that may be available to Operator at law or in equity, including but not limited to all loss or damage which Operator may suffer by reason of a termination of this Agreement.

19. **Condemnation.**

19.1 **Complete Taking.** If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of the Operator's Property, or all of the Improvements thereon, for any public use or otherwise, then the interests and obligations of Operator under this Agreement in or affecting the Operator's Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Operator's Property or the Improvements thereon, (ii) the date that Operator is, in its sole judgment, no longer able or permitted to operate the Project on the Operator's Property in a commercially viable manner, or (iii) the date of the condemnation judgment. Operator shall continue to pay all amounts payable hereunder to Owner until the earlier of such dates, at which time the Parties shall be relieved of any and all further obligations and conditions to each other under this Agreement.

19.2 **Partial Taking.** If, at any time during the term of this Agreement, any authority having the power of eminent domain shall condemn one or more, but not all, of the Solar Panels, or any portion of the Improvements or the Operator's Property, then the interest and obligations of Operator under this Agreement as to those Solar Panels or any portion of the Improvements or the Operator's Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes possession of such Solar Panels or any portion of the Improvements or the Operator's Property, (ii) the date that Operator is, in its reasonable judgment, no longer able or permitted to operate the Project on the Operator's Property, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment; and, unless this Agreement is terminated as hereinafter provided, this Agreement shall continue in full force and effect as to the remainder of the Solar Panels, Improvements and the Operator's Property. If the remainder of the Solar Panels or any other portion of the Improvements or the Operator's Property is or becomes insufficient or unsuitable for Operator's purposes hereunder, as determined by Operator in its sole discretion, then, subject to the rights of any Operator Mortgagee under Section 13, Operator shall have the right to terminate this Agreement as to the portion of the Operator's Property to which Operator continues to hold the rights, at which time the Parties shall be relieved of any further obligations and duties to each other under this Agreement.

19.3 **Apportionment, Distribution of Award.** On any taking, all sums awarded, including damages and interest, shall be paid as follows:

(a) Any portion of the award by the court on account of any cost or loss that Operator may sustain in the removal and relocation of Operator's Improvements, to Operator;

(b) Any portion of the award by the court for Operator's anticipated or lost revenues or profits, to Operator;

(c) Any portion of the award by the court for Owner's lost revenues, to Owner;

(d) All remaining amounts of the award, to Owner or Operator consistent with applicable Kentucky law.

20. **Notice.**

20.1 **Writing.** All notices given or permitted to be given hereunder shall be in writing.

20.2 **Delivery.** Notice is considered given either (i) when delivered in person to the recipient named below, (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party or person intended, or (iii) twenty-four (24) hours from proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended as follows:

Notice to Owner: SAMI, LLC
 Michael Donaldson, President
 2105 Donaldson Road
 Nebo, KY 42441
 Telephone: (256) 777-9152
 Email: _____

Notice to Operator: Boulevard Associates, LLC
 700 Universe Blvd
 Juno Beach, FL 33408
 Attn: Land Services
 Telephone: (855) 552-9872

20.3 **Change of Recipient or Address.** Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change.

21. **Miscellaneous Provisions.**

21.1 **Successors and Assigns.** The terms and provisions of this Agreement shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. In accordance with this Agreement, Operator in its discretion may authorize other persons or entities to use the Operator Property for the purposes stated in this Agreement

21.2 **Memorandum.** Simultaneously with the execution of this Agreement, the Parties agree to execute and acknowledge a memorandum of this Agreement. Operator may record the executed memorandum in the public records of Hopkins County, Kentucky.

21.3 **Entire Agreement.** This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.

21.4 **Amendments.** This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties and consented to by any Operator Mortgagee. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.

21.5 **Legal Matters.** This Agreement shall be governed by and interpreted in accordance with the then existing laws of the Commonwealth of Kentucky and the County where the Owner's Property is located shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good-faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity and as provided by this Agreement and the prevailing party in any such suit shall be entitled to an award from the non-prevailing party for its reasonable attorney's fees incurred in any such action, at trial and on any appeal. Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the court of competent jurisdiction.**

21.6 **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

21.7 **Tax Credits.** If under applicable law Operator becomes ineligible for any currently existing tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Operator's option, the Parties shall negotiate in good faith to amend this Agreement or replace it with a different instrument so as to convert Operator's interest in the Operator Property to a substantially similar interest that makes Operator eligible for such tax credit, benefit or incentive. Such amendment or instrument shall not impair any of Owner's rights or increase the burdens or obligations of Owner under this Agreement. However, in no event shall any payment amount(s) due and owing under this agreement decrease under any amended or replacement instrument.

21.8 **Approvals.** Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

21.9 **Authority.** The signatories hereto warrant that each has the authority to execute this Agreement on behalf of any entities which are Parties to this Agreement and that each such entity has executed this Agreement pursuant to its organizational documents or a resolution or consent of their Board of Directors or other governing body.

21.10 **Time of Essence.** Time is of the essence of each provision of this Agreement.

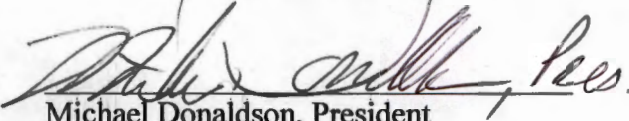
21.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single.

[Signatures on Next Page]

Owner:

SAMI, LLC
a Kentucky limited liability company

By:


Michael Donaldson, President

Operator:

Boulevard Associates, LLC
a Delaware limited liability company

By:

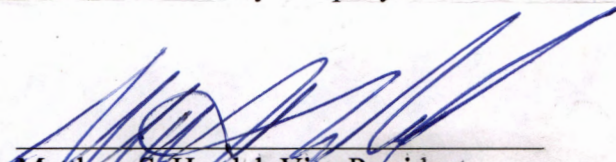

Matthew S. Handel, Vice President

EXHIBIT A

Legal Description of Owner's Property

Parcel 1

The following property located in Hopkins and Webster Counties, Kentucky more particularly bounded and described as follows:

A certain tract of land located on the Hopkins - Webster County line, approximately 3.25 miles east of Providence and 3.25 miles northwest of Nebo, approximately 900 feet south of Hocket Nebo Road and 2500 feet northeast of Corinth Church Road, said tract being the Harold Simms property as described in Db.483 Pg.230 in the Hopkins County Clerks Office and Db.220 Pg.590 in the Webster County Clerk's Office, and described by metes and bounds as follows.

Beginning at an iron pin set (Ky. State Plane Coordinates South Zone N2041354.72 E1081507.08), a corner to Townsend Farms Inc (Db.569 Pg.86 Hopkins Co. Db.232 Pg.363 Webster Co.) in the line of Anna Russell (Db.408 Pg.539 Hopkins Co.), said point being the POINT OF BEGINNING; thence with Russell, N 36° 00' 00" W, a distance of 1002.73 feet to an iron pin set, a corner to another tract of Townsend Farms Inc. (Db.230 Pg.596 Webster Co.) and another tract of Anna Russell (Db.245 Pg.534 Webster County); thence with Russell, N 46° 54' 25" E, a distance of 1280.04 feet to an iron pin set, a corner to Townsend Farms Inc. (Db.569 Pg.86 Hopkins Co. Db.232 Pg.363 Webster Co.); thence with Townsend Farms Inc. the following two courses and distances, S 45° 30' 08" E, a distance of 1056.00 feet to an iron pin set; thence S 49° 16' 47" W, a distance of 1449.49 feet to the POINT OF BEGINNING; said described tract containing 32.129 acres more or less, subject to any legal right-of-ways, easements, or restrictions of record. Description prepared from a physical survey performed by Keith Whitledge P.L.S. #3399 on October 15, 2009.

Parcel 2

The following described property in Hopkins County, Kentucky, to-wit:

BEGINNING at a 12 inch tree at a fence corner, said corner being the most Southernly corner of the Wilbur Ray heirs tract; thence with the fence and their line, North 44-42 West 662.47 feet to a stake in the fence line, corner to Mary Bell Justice; thence with her lines South 46-42 West 1191.60 feet to a stake about two feet South of a fence line; thence South 62-06 West 688.15 feet to a fence post; thence with the fence North 61-17 West 74.58 feet to a gate post; thence south 31-19 West 2164.33 feet to the intersection of the center line of U.S. Highway #41-A and the center line of a drive; thence with the highway South 83-18 East 749.04 feet; thence South 80-33 East 210.77 feet to Smith Brothers corner; thence with their lines North 46-34 East 456.56 feet with a fence to a gate post at fence intersection; thence with the other fence South 80-25 East 737.33 feet to a 16 inch fence post, corner to Shirley Gibson and Clyde Parrish tract; thence with their line North 45-40 East 1676.76 feet to a decayed stump; thence South 41-23 East 164.64 feet to another stump; thence North 74-32 East 1659.17 feet to a stake in the center line of a ditch, corner to C. B. Gooch; thence with his lines North 15-30 East 69.00 feet; North 1-08 West 108.65 feet; North 3-12 West 639-50 feet; North 26-35 west 138.50 feet; North 45-56, West 505.00 feet; North 46-12 West 597.50 feet to a corner to another Mary Bell Justice tract; thence with her line North 42-34 west 184.04 feet to a point in the Wilbur Ray heirs line; thence with their line South 45-40 West 1372.16 feet to the beginning, containing 191.32 acres.

LESS the following described property conveyed by Johnnie Ray Vincent, et al, to Champie W. Gardner and Anna Lou Gardner by Deed dated 7-21-00, and recorded in Deed Book 591 at Page 37 in the Office of the Hopkins County Court Clerk, to-wit:

Two tracts of land being a portion of the Jimmy and Johnnie Vincent farm located on the northeast side of U.S. 41"A" just south of Providence, in Hopkins County, and further described by metes and bounds as follows:

Lot #1

Beginning at an iron pin 30 feet from the center of U.S. Highway #41"A" and a corner to Vincents remainder farm; thence with the remainder farm N 60°11'02" E, 315.11 feet to an iron pin at a post and a corner to the 17.26 acre tract S 44° 06' 55" E, 155.25 feet to an iron pin in a fence in Champie Gardeners line; thence with Gardner S 53° 42' 02" W, 195.39 feet to an iron pin 30 feet from the center of U.S. Highway #41"A"; thence with the line of the Highway, and 30 feet parallel to the center N 76° 55' 31" W, 128.76 feet to a point; N 68° 59' 20" W, 136.63 feet to the point of beginning, containing 1.14 acres subject to any legal right-of-way's or easements. Said lot has a 20 foot wide ingress-egress easement along the south side of lot.

17.26 Acre Tract

Beginning at an iron pin in the line of the Vincent remainder tract; thence with the remainder tract N 60° 11' 02" E, 1718.35 feet to an iron pin at a post; S 39° 44' 55" E, 516.25 feet to an iron pin at a stump & a corner to Frank Baker thence with Baker S 52° 34' 44" W, 1049.16 feet to an iron pin at a post, and a corner to Champie Gardner; thence with Gardner N 73°37'26" W, 724.84 feet to an iron pin at a post; S 53° 42' 02" W, 228.63 feet to an iron pin, and a corner to the 1.14 acre lot; thence with the lot; thence with the lot N 44° 06' 55". 155.25 feet to the point of beginning. Containing 17.26 acres, subject to any legal R/W's or easements.

HOLDING PAGE FOR EXHIBIT B

Preliminary Lease and Easement Improvement Plan and Acreage Calculation
To be Delivered with Option Notice

HOLDING PAGE FOR EXHIBIT C

As Built Lease and Easement Improvements and Final Acreage Calculation

EXHIBIT D

Lease and Easement Compensation

(1) Signing Bonus and Option Payment

(1)(a) **Signing Bonus.** Operator shall pay to Owner a one-time signing bonus of [REDACTED] if Owner signs this Agreement on or before June 28, 2019. The Signing Bonus will be made within sixty (60) days after the Effective Date.

(1)(b) **Option Payment.** As consideration for the granting of the Option, Operator agrees to pay Owner the amounts for Owner's Property set forth on the Table below during the Option Term: provided the Option has not been exercised or terminated prior to the due date of the next annual payment (collectively the "Option Payment").

Annually	Payment Per Acre
Year 1-2	[REDACTED]
Year 3-5	[REDACTED]

The first Option Payment shall be made within ninety (90) days after the Effective Date and thereafter, the Option Payment shall be made on or before each anniversary of the Effective Date during the Option Term unless Operator elects to terminate the Option. If Operator shall fail to timely make the initial payment or any subsequent payment throughout the Option Term, Owner shall provide written notice to Operator of Operator's failure and Operator shall have the opportunity to cure such failure in the manner prescribed in Section 18. Notwithstanding the foregoing, the first Option Payment shall be due only in the event that Operator is satisfied, in its sole discretion, that any existing mineral rights or mineral leasehold interests, as disclosed by Owner, will not adversely impact its ability to construct and complete the Project. In the event that Operator is not satisfied with such review, Operator may elect to terminate this Agreement and no such Option Payment shall be due.

(2) Payment for Lease and Easements.

(2)(a) During the Initial Lease and Easement Term, Operator shall pay annually to Owner [REDACTED] per utilized acre, which acreage shall initially be determined by the calculation stated in **Exhibit B** and finally determined by the calculation stated in **Exhibit C** for the Lease and Easements. The payment stated in this subparagraph and stated in subparagraph (2)(c) shall be collectively and individually referred to as the "**Annual Installment Payments**". The Annual Installment Payments shall increase annually after the initial Annual Installment Payment is made at the rate of [REDACTED]. "Utilized Acres" shall include all acreage located inside the project fence and all acreage located outside such fence that contains physical improvements installed by Operator (i.e., roadways, collection lines, transmission lines), with the width of such areas outside the fence to be calculated by Operator to include any areas necessary for such improvements. "Utilized Acres" shall also include any strips of land between the fenced areas of the Project and the boundary of Owner's Property that are less than 200 feet in width,

measured at right angles from the property boundary of Owner's Property to the fence line of the Project.

(2)(b) Annual Installment Payments for partial years shall be prorated based on the number of days in the partial year included in the Term. If a part of the Improvements is removed before the end of the Term, future Annual Installment Payments due from Operator to Owner for the Lease and Easements shall be reduced by the acreage attributable to the Improvements removed. If a part of the Improvements remains after the end of the Term, Operator shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Operator's Removal Obligations are fulfilled ("**Removal Date**"). However, such payments shall not excuse Operator from its Removal Obligations, nor extend the time for Operator to comply with such Removal Obligations.

(2) (c) The Annual Installment Payments for the Lease and Easements during an Extended Lease and Easement Term shall be an amount to be agreed by the Parties no later than one hundred twenty (120) days prior to the expiration of the existing Term. If the Parties cannot agree on consideration to be paid for an Extended Lease and Easement Term, they shall select an appraiser who is a Member of the Appraisal Institute ("**MAI**") designated appraiser to determine the appropriate annual amount per acre which shall be the then current market rate for similar easements and leases affecting similar properties in the Commonwealth of Kentucky. If the parties cannot agree upon an appraiser, each Party shall select an MAI designated appraiser and the two appraisers thus selected shall select a third MAI designated appraiser. The average of the three appraisals thus obtained shall be the Annual Installment Payments to be paid during the applicable Extended Lease and Easement Term.

(3) **Timing of Payments.** Payments for the first partial year of the Term shall be made within sixty (60) days after the Commencement Date. All subsequent Annual Installment Payments shall be due on or before February 28th of the calendar year or partial calendar year to which they are attributable during the Term. For example purposes only, Annual Installment Payments for the 2021 calendar year would be due on or before February 28, 2021. After Operator delivers **Exhibit C** to Owner, any necessary payment adjustments shall be paid within thirty (30) days by Operator or credited against the next payment due from Operator to Owner.

(4) **Crop Compensation**

(4)(a) Each time Operator exercises its rights under the construction easement it shall compensate Owner for all crops lost or destroyed by reason of the use, but in no case shall Operator be required to pay more than a single, total crop loss in any one crop year on any given property. Damages will be calculated by the following formula: Unit Price x Unit Yield Per Acre x Acres Damaged = Damages. Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for the crop. If the crop is not traded on the Chicago Board of Trade, the price shall be based on the dominant trading exchange for that crop, but the formula shall remain the same. Yield will be the average of the previous three (3) years' yields according to Owner's records for the smallest parcel of land that includes the damaged area. If Owner does not have yield records available, the

Parties will use National Agricultural Statistic Services records or other commonly used yield information available for the area.

(4)(b) The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. If damage occurs during the initial construction of the Project, a crop compensation form shall be completed and delivered to Operator within two hundred forty (240) days after the completion of construction of the Project. If damage occurs during the operation of the Project, a crop compensation form shall be completed and delivered to Operator within two hundred forty (240) days after the damage occurs. Payment shall be made within sixty (60) days after mutual execution of the crop compensation form.

(5) **Payment Allocation Schedule.** All payments to Owner shall be made based on the following allocation:

100% to SAMI, LLC

Operator shall not be required to pay any amounts to Owner until it receives a completed and signed W-9 form(s) from Owner.

SECOND AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT

THIS SECOND AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT ("**Amendment**"), is dated this 4 day of April, 2024, by and between (i) Townsend Farms, Incorporated, a Kentucky corporation, as fee simple owner; hereinafter referred to as ("**Owner**"), whose address is 2105 Donaldson Road, Nebo, KY 42441; and Boulevard Associates, LLC, a Delaware limited liability company hereinafter referred to as ("**Operator**"), whose address is 700 Universe Boulevard, Juno Beach, FL 33408, and (ii) David G. Donaldson, a single person, whose address is 2105 Donaldson Road, Nebo, KY 42441; hereinafter referred to as ("**Third-Parties**"). Each of the Owner, Operator and Third-Parties sometimes shall hereinafter be referred to individually as a "**Party**," and collectively, as "**Parties**."

RECITALS

WHEREAS, the Parties entered into a Solar Lease and Easement Agreement dated July 19, 2019 ("**Agreement**"), and a Memorandum of Solar Lease and Easement Agreement which was recorded on November 14, 2019 in Book LEAS 217, Page 639-648 in Hopkins County, Kentucky ("**Memorandum**") and an Amendment to Solar Lease and Easement Agreement recorded on August 31, 2022 in Book LEAS 222, Page 706-711 in Hopkins County, Kentucky ("**Amendment**"), by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and Easements over and across certain real property located in Hopkins County, Kentucky.

WHEREAS, the Parties desire to amend the Agreement as follows:

1. **Capitalized Terms.** The foregoing recitations are true, correct and are incorporated by reference as if fully set forth herein. The capitalized terms used herein shall be given the meaning ascribed in the Agreement, unless otherwise noted herein.
2. **Option Term.** The term of the Option is hereby extended from the effective date of this Amendment for an additional three (3) years, expiring at 11:59PM on _____, 2027.
3. **Compensation.** The consideration due from Operator to Owner for entering this Amendment is set forth in the attached Consideration Agreement. In the event of a conflict between the terms of the Agreement and those of the attached Consideration Agreement, the terms of the attached Consideration Agreement will control. The Parties acknowledge and agree that the attached Consideration Agreement will not be included with this Amendment when it is recorded with the County Recorder, and that so removing the attached Consideration Agreement prior to recording is intentional and does not in any way affect the validity or enforceability of this Amendment.
4. **Remaining Terms.** The terms of this Amendment shall govern over conflicting terms within the Agreement. All of the terms, conditions and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this

Amendment shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.

5. **Counterparts.** This Amendment may be executed simultaneously or in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

6. **Governing Law.** This Amendment shall be governed by the laws of the Commonwealth of Kentucky.

[Signatures on Next Pages]

COMPENSATION

In consideration for entering into the Amendment to Solar Lease and Easement Agreement ("**Amendment**") Townsend Farms, Incorporated, a Kentucky corporation, as fee simple owner ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"), agree the **Exhibit D** Lease and Easement Compensation be revised as follows:

1. **Signing Bonus.** Operator shall pay to Owner a one-time signing bonus of \$ [REDACTED] ("**Signing Bonus**") if Owner signs this Amendment on or before the date which is fifteen (15) days from the date in which the original draft of this Agreement is tendered to Owner or Owner's representative or attorney. The Signing Bonus will be made within sixty (60) days after the Effective Date.

2. **Option Payment.** The Option Payment amount in Section (1)(b) of **Exhibit D** is hereby amended to [REDACTED] per acre of Owner's Property.

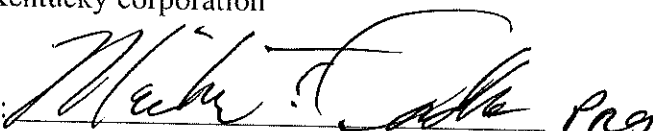
Allocation. Payment due under the Agreement shall be distributed as follows:

100% to Townsend Farms, Incorporated

Signed and completed W-9 form required from payee before payment is due from Grantee.

Owner:

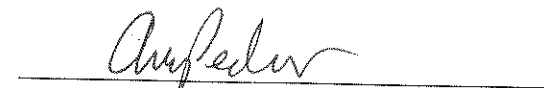
Townsend Farms, Incorporated,
a Kentucky corporation

By: 
Michael T. Donaldson, President

3/22/24
Date


Operator:

Boulevard Associates, LLC,
a Delaware limited liability company

By: 
Anthony Pedroni, Vice President

Date

Third-Parties:

X 
David G. Donaldson

3/22/24
Date

QLA ID: 23579

AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT

THIS AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT ("Amendment"), is dated this 4 day of April, 2024, by and between (i) Donaldson Farms, Incorporated, a Kentucky corporation ("**Owner**"), whose address is 289 Rocket Lane, Manitou, KY 42436; and Boulevard Associates, LLC, a Delaware limited liability company hereinafter referred to as ("**Operator**"), whose address is 700 Universe Boulevard, Juno Beach, FL 33408, Each of the Owner and Operator sometimes shall hereinafter be referred to individually as a "**Party**," and collectively, as "**Parties**."

RECITALS

WHEREAS, the Parties entered into a Solar Lease and Easement Agreement dated July 9, 2019 ("**Agreement**"), and a Memorandum of Solar Lease and Easement Agreement which was recorded on November 14, 2019 in Book LEAS 217, Page 649-658 in Hopkins County, Kentucky, ("**Memorandum**") by which Owner granted to Operator an exclusive option ("**Option**") for a Lease and Easements over and across certain real property located in Hopkins County, Kentucky.

WHEREAS, the Parties desire to amend the Agreement as follows:

1. **Capitalized Terms.** The foregoing recitations are true, correct and are incorporated by reference as if fully set forth herein. The capitalized terms used herein shall be given the meaning ascribed in the Agreement, unless otherwise noted herein.
2. **Option Term.** The term of the Option is hereby extended from the effective date of this Amendment for an additional three (3) years, expiring at 11:59PM on _____, 2027.
3. **Compensation.** The consideration due from Operator to Owner for entering this Amendment is set forth in the attached Consideration Agreement. In the event of a conflict between the terms of the Agreement and those of the attached Consideration Agreement, the terms of the attached Consideration Agreement will control. The Parties acknowledge and agree that the attached Consideration Agreement will not be included with this Amendment when it is recorded with the County Recorder, and that so removing the attached Consideration Agreement prior to recording is intentional and does not in any way affect the validity or enforceability of this Amendment.
5. **Remaining Terms.** The terms of this Amendment shall govern over conflicting terms within the Agreement. All of the terms, conditions and provisions of the Agreement not in conflict herewith shall be and remain in full force and effect. The terms and provisions of this Amendment shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties.

6. **Counterparts**. This Amendment may be executed simultaneously or in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

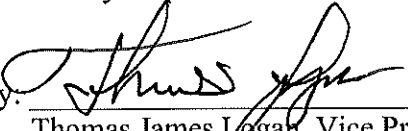
7. **Governing Law**. This Amendment shall be governed by the laws of the Commonwealth of Kentucky.

[Signatures on Next Pages]

EXECUTED on the date set forth below.

Owner:

Donaldson Farms, Incorporated,
a Kentucky corporation

By: 
Thomas James Logan, Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss:
COUNTY OF DENTON)

The foregoing instrument was acknowledged before me this 19 day of March 2024, by Thomas James Logan, Vice President of Donaldson Farms, Incorporated, a Kentucky corporation.

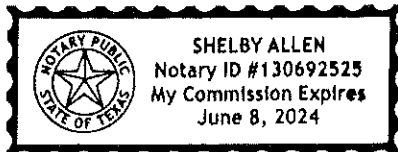
(notary seal)



NOTARY PUBLIC, STATE OF TEXAS

My commission expires: June 8 2024

Notary ID number: 130692525



COMPENSATION

In consideration for entering into the Amendment to Solar Lease and Easement Agreement ("**Amendment**") Donaldson Farms, Incorporated, a Kentucky corporation ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"), agree the **Exhibit D** Lease and Easement Compensation be revised as follows:

1. **Signing Bonus.** Operator shall pay to Owner a one-time signing bonus of [REDACTED] ("**Signing Bonus**") if Owner signs this Amendment on or before the date which is fifteen (15) days from the date in which the original draft of this Agreement is tendered to Owner or Owner's representative or attorney. The Signing Bonus will be made within sixty (60) days after the Effective Date.

2. **Option Payment.** The Option Payment amount in Section (1)(b) of **Exhibit D** is hereby amended to [REDACTED] per acre of Owner's Property.

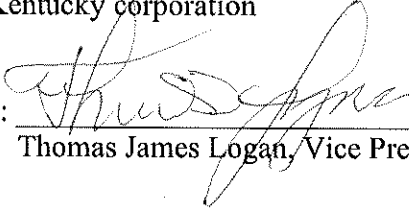
Allocation. Payment due under the Agreement shall be distributed as follows:

100% to Donaldson Farms, Incorporated

Signed and completed W-9 form required from payee before payment is due from Grantee.

Owner:

Donaldson Farms, Incorporated,
a Kentucky corporation

By: 
Thomas James Logan, Vice President

3/18/2024
Date

By: _____
Therese D. Logan, Secretary

Date

Operator:

Boulevard Associates, LLC,
a Delaware limited liability company

By: 
Anthony Pedroni, Vice President

4.4.24
Date

COMPENSATION

In consideration for entering into the Amendment to Solar Lease and Easement Agreement ("**Amendment**") Donaldson Farms, Incorporated, a Kentucky corporation ("**Owner**") and Boulevard Associates, LLC, a Delaware limited liability company ("**Operator**"), agree the **Exhibit D** Lease and Easement Compensation be revised as follows:

1. **Signing Bonus.** Operator shall pay to Owner a one-time signing bonus of [REDACTED] ("**Signing Bonus**") if Owner signs this Amendment on or before the date which is fifteen (15) days from the date in which the original draft of this Agreement is tendered to Owner or Owner's representative or attorney. The Signing Bonus will be made within sixty (60) days after the Effective Date.

2. **Option Payment.** The Option Payment amount in Section (1)(b) of **Exhibit D** is hereby amended to [REDACTED] per acre of Owner's Property.

Allocation. Payment due under the Agreement shall be distributed as follows:

100% to Donaldson Farms, Incorporated

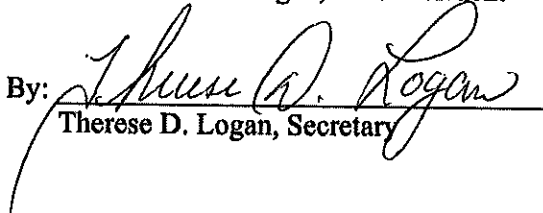
Signed and completed W-9 form required from payee before payment is due from Grantee.

Owner:

Donaldson Farms, Incorporated,
a Kentucky corporation

By: _____
Thomas James Logan, Vice President

Date

By: 
Therese D. Logan, Secretary

3/19/2024
Date

Operator:

Boulevard Associates, LLC,
a Delaware limited liability company

By: _____
Anthony Pedroni, Vice President

Date

QLA ID: 23581