

OPTION AND SOLAR ENERGY LEASE

THIS OPTION AND SOLAR ENERGY LEASE (this "**Lease**") is made, dated and effective as of the date of execution hereby by the final party to sign the Lease (the "**Effective Date**"), by and between Brushy Development Corporation, a Kentucky corporation ("**Lessor**"), and Pike County Solar Project, LLC, a Delaware limited liability company ("**Lessee**"); and Lessor and Lessee (together, the "**Parties**" and each a "**Party**") hereby contract and agree as follows:

1. **Lease.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor, Lessor hereby leases to Lessee and its successors and assigns, and Lessee hereby leases from Lessor, that certain real property, including all air space thereof, described on Exhibit "A" attached hereto and incorporated herein, as generally depicted on the map attached hereto as Exhibit "A-1" (the "**Property**"); for solar energy and related purposes as provided in more detail below. The Parties agree that the Property consists of approximately Seven Hundred and fifty-Three (753) acres of land.

2. **Purpose of Lease.** Lessee shall have a right of access during the Development Term (as defined in Section 4 below) for performing certain due diligence, as set forth below, and possession of the Property during the Extended Term (as defined in Section 4 below) for the exclusive right for solar energy conversion and energy storage, for the collection and transmission of electric power, and for related and incidental purposes and activities (collectively, "**Solar Operations**"), to be conducted in such locations on the Property as Lessee may determine, and whether accomplished by Lessee or a third party authorized by Lessee, including, without limitation:

2.1 During the Development Term, determining the feasibility of solar energy conversion and energy storage on the Property or on neighboring lands, including conducting studies of solar radiation, soils, and other meteorological and geotechnical data, and installing temporary meteorological masts and solar energy measurement equipment;

2.2 During the Extended Term, developing, constructing, reconstructing, erecting, enlarging, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells/panels and related facilities necessary to harness sunlight for photovoltaic energy generation, storage, and collection, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight and storing the same, and associated support structure, braces, wiring, plumbing, and related equipment, and necessary storage buildings ("**Solar Energy Facilities**"), (ii) facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission and sale of electricity and for communications used primarily in connection with the Solar Energy Facilities, including, without limitation, the following, at such locations as Lessee shall determine that are developed, constructed and/or operated on the Property and/or on property to be acquired by leasehold or fee purchase, by or on behalf of Lessee: underground and/or overhead distribution, collection and transmission

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lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, circuit breakers, transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment (collectively, the "**Transmission Facilities**"), (iii) meteorological masts and solar energy measurement equipment, (iv) control buildings, control boxes and computer monitoring hardware, (v) utility lines and installations, (vi) safety protection facilities, (vii) laydown areas and maintenance yards, (viii) roads, bridges, culverts, and erosion control facilities, (ix) signs, fences, and gates, (x) maintenance, operations and administration buildings, and (xi) other improvements, fixtures, facilities, machinery and equipment primarily associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity (all of the foregoing, including the Solar Energy Facilities and Transmission Facilities, collectively a "**Solar Energy System**");

2.3 During the Extended Term, using any existing hydrant or water well or drilling, digging and excavating one or more wells on the Property, all at Lessee's sole cost and expense, for use during construction activities and routine maintenance operations, including, but not limited to, washing solar panels and spraying down dusty roads in connection with construction, servicing, operating and maintaining the Solar Energy System that is located on the Property, including the right to tap into (at Lessee's sole cost and expense under a separate meter) any municipal, township, county, or other public water service; provided that:

2.3.1 Notwithstanding any provision of this Lease to the contrary, Lessor shall have the right to develop, produce and use groundwater from the Property for any purpose, including drilling, producing or transporting groundwater from water wells, for use on or near the Property so long as such development, drilling and related activities and uses do not interfere with the development and operation of the Solar Energy System; and

2.3.2 Lessee covenants and agrees to obtain any necessary permits required in connection with its use of such hydrants or wells.

2.4 During the Extended Term, removing, trimming, pruning, topping, clearing or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, Structure (as hereafter defined), embankment, impediment, berm, wall, fence, engineering works, or other object, on or that intrudes (or upon maturity could intrude) into the Property that could obstruct, interfere with or impair the Solar Energy System or the use of the Property intended by Lessee hereunder, provided, however, that the overall drainage of the Property remain materially unaffected if any portion of the Property is utilized for agricultural purposes, and provided further that, Lessee's removal of any such improvements or Structures having salvage value (as reasonably determined by Lessee) shall be coordinated with Lessor, and if so elected by Lessor in writing within ten (10) days after written notice from Lessee that any such improvement or Structure must be removed, Lessor shall have a

fifteen (15) day period to remove any such improvement or Structure at Lessor's expense. In the event Lessor fails to respond in writing to Lessee within such ten (10) day period, or Lessor elects not to remove or fails to remove any such improvements or Structures within such fifteen (15) day period, Lessee may remove and dispose of such improvements or Structures at Lessee's expense, and Lessee shall have no liability to Lessor relating to the removal and disposal thereof;

2.5 A non-exclusive easement for vehicular and pedestrian access, ingress and egress to, from and over the Property, at such locations as Lessee shall determine, for purposes related to or associated with the Solar Energy System installed or to be installed on the Property or adjacent property, which, without limiting the generality of the foregoing, shall entitle Lessee to use, improve and widen any existing and future roads and access routes on the Property or construct such roads as Lessee may reasonably determine necessary from time to time located on the Property;

2.6 Undertaking any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, helpful, appropriate, convenient or cost-effective in connection with, incidental to or to accomplish any of the foregoing purposes, including conducting surveys and soils, environmental, biological, cultural and other tests and studies.

Notwithstanding the foregoing in this Section 2, during the Development Term (defined in Section 4 below), Lessee's rights with respect to the Property are limited to those rights necessary for Lessee to conduct feasibility and other due diligence analysis and studies with respect to the Property, including access to the Property for purposes thereof, and Lessee shall not be permitted to commence construction of any Solar Energy System on any portion of the Property (other than meteorological and solar and radiation measurement, monitoring and recording equipment and facilities) unless and until Lessee has exercised the Lease Extension Option (defined in Section 4 below) with respect to such portion of the Property. Lessee's exercise of the Lease Extension Option shall memorialize the end of the Development Term and the exercise of the option to enter into the Extended Term (as defined in Section 4 below), upon which Lessee shall be conferred the right, but not the obligation, for Lessee to construct and operate the Solar Energy System.

3. Exceptions and Reservations By Lessor.

3.1 The Property is demised and let subject to: (i) the right of any party in possession of the Property or any part thereof until the expiration of the Development Term (as defined below) subject to the restrictions set forth herein, (ii) the right of any party claiming by, through or under Lessee, (iii) the existing state of title of the Property as of the expiration of the Development Term, (iv) any state of facts which an accurate survey or physical inspection of the Property would show, (v) all Laws (defined below), and (vi) the condition of the Property as of the expiration of the Development Term, subject to the uses permitted hereunder during the Development Term.

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3.2 EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS LEASE, LESSOR LEASES TO LESSEE, AND LESSEE LEASES FROM LESSOR, THE PROPERTY **AS IS WHERE IS AND WITH ALL FAULTS**. EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS LEASE, LESSEE ACKNOWLEDGES THAT LESSOR (WHETHER ACTING AS OWNER HEREUNDER OR IN ANY OTHER CAPACITY) HAS NOT MADE AND WILL NOT MAKE, NOR SHALL LESSOR BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PROPERTY. NOTWITHSTANDING THE FOREGOING, NOTHING SET FORTH IN THIS SECTION 3.2 SHALL LIMIT LESSOR'S EXPRESS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS LEASE.

3.3. Subject to Section 7.6, and so long as and to the extent the same do not impair, affect, interfere, or conflict with any of the rights granted to Lessee in this Lease, but without limiting the rights granted pursuant to the items described on Exhibit "B", Lessor reserves the right during the Development Term (defined below) to use the Property and conduct activities on the Property for any purpose (including farming, ranching, grazing, conservation, and hunting) other than oil, gas and other mineral exploration, development and operations, and to lease the Property and grant temporary licenses and easements and other rights on, over, under and across the Property to other persons, entities and governmental authorities (each, a "**Person**") for such reserved purposes (and any income derived by Lessor therefrom shall belong entirely to Lessor); provided, however, notwithstanding the reservation above, such uses, activities, leases, easements and rights shall not include (x) solar energy development or the installation or use of any facilities related to solar energy development or generation, the right to which is exclusively granted to Lessee herein or, (y) the placement after the Effective Date of any trees, shrubs, embankments, impediments, berms, walls, fences, engineering works, Structures or improvements on the Property without prior written consent from Lessee. Any such leases, easements and other grants of rights known to Lessor as of the Effective Date are set forth on Exhibit "B" hereto, and such leases, easements and other grants of rights entered into after the Effective Date shall expressly provide that they are subject and subordinate in all respects to this Lease and to the rights of Lessee hereunder. Lessor's affiliate, Alma Land Company is a current coal interest owner with respect to the Property, and hereby joins this Lease for the sole purposes of this Section 3.3, including the waivers granted, and agrees to further execute such other documents as reasonably requested by Lessee or a title company in furtherance of the foregoing. Lessee acknowledges that Lessor and its affiliates do not control the entire mineral estate to the Property, and that such other mineral owners may have rights to use the surface of the Property.

4. **Term.** This Lease shall initially be for a term (the "**Development Term**") commencing on the Effective Date and ending on the sooner to occur of (a) four (4) years after the Effective Date, or (b) the date on which the Extended Term commences with respect to all or a particularly specified portion (containing, at a minimum, Five Hundred (500) contiguous acres) of the Property. Lessee shall have the right and option (the "**Lease Extension Option**") to extend the term of this Lease with respect to all or a particularly specified portion (containing, at a minimum, Five Hundred (500) contiguous acres) of the Property for a single thirty (30) year period (the "**Extended Term**") by giving Lessor written notice of such extension at any time prior to the expiration of the Development Term, along with a survey and legal description of such portion of the

Property with respect to which the Extended Term is being exercised (the "**Extended Term Property**"), whereupon the Extended Term shall commence (and the Development Term shall end) with respect to the Extended Term Property on the date specified in such notice, which date shall in any event not be later than the expiration of the Development Term (the "**Extended Term Commencement Date**"). Lessee agrees that, if Lessee exercises the Lease Extension Option, the Extended Term Property will contain, at a minimum, Five Hundred (500) contiguous acres. For purposes of this Lease, if the Extended Term Commencement Date does not fall on January 1st, the first year of the Extended Term shall be the remainder of the calendar year in which Lessee exercises the Lease Extension Option (with Rent and all other annual payments being prorated during such partial year to include prorated credit for Development Term Rent for the remainder of such partial year) and the first full calendar year thereafter (with Rent and all other annual payments being made for such first full calendar year of the Extended Term and every year thereafter as provided in Section 5.3 below). If Lessee so requests, the Parties shall promptly execute and record a supplemental memorandum of this Lease setting forth the expiration date of the Extended Term, and to the extent Lessee has exercised the Lease Extension Option with respect to less than all of the Property, then, upon the expiration of the Development Term, Lessee shall release from this Lease any such portions of the Property not constituting the Extended Term Property. Lessee shall have the right to renew the Lease (as to the Extended Term Property) for two additional five (5) year periods (the "**Renewal Term**") on the same terms and conditions as this Lease.

5. Payments. Lessee shall pay or tender the following amounts to Lessor (collectively, the "**Rent**"):

5.1 Development Term Rent. Commencing on the Effective Date, and thereafter within fifteen (15) days after each anniversary of the Effective Date during the Development Term (unless this Lease is earlier terminated), Lessee shall pay to Lessor, annually in advance, an amount equal to Twenty-Five Dollars (\$25) per acre (the "**Development Term Rent**"). The first payment of Development Term Rent shall be made within thirty (30) days after the Effective Date. Any Development Term Rent payable for less than a full year shall be prorated by Lessee on the basis of a 365-day year.

5.2 Lease Bonus Rent. Within thirty (30) days after Lessee issues the written notice to proceed to Lessee's contractor in connection with the construction of Lessee's Solar Energy System on the Extended Term Property, Lessee shall pay to Lessor a one-time lump sum payment equal to the total acreage of the Extended Term Property multiplied by One Thousand Dollars (\$1,000.00).

5.3 Extended Term Rent. If Lessee exercises the Lease Extension Option with respect to all or any portion of the Property, then for each calendar year during the Extended Term and any Renewal Term (if any) until this Lease expires or is earlier terminated, Lessee shall pay to Lessor the greater of either the amount set forth in Section 5.3(a) or Section 5.3(b) (the "**Extended Term Rent**"):

(a) a minimum annual amount equal to the total acreage of the Extended Term Property multiplied by [REDACTED], as

increased on an annual basis pursuant to Section 5.4 below (the "**Minimum Extended Term Rent**"). If applicable, the per-acre amount set forth above shall be calculated and paid annually in advance, with each installment being due and payable in advance within fifteen (15) days after the first day of the applicable calendar year. The first payment of Minimum Extended Term Rent shall be paid within thirty (30) days after the Extended Term Commencement Date. Any Minimum Extended Term Rent that is payable for less than a full calendar year shall be prorated by Lessee on the basis of a 365-day year. If any Development Term Rent is prepaid for any part of the Extended Term, then Lessee may credit a prorated portion of said Development Term Rent against any Minimum Extended Term Rent then or thereafter due to Lessor hereunder, as determined by Lessee.

(b) an amount equal to the Gross Revenues multiplied by the appropriate values set forth below (the "**Percentage Extended Term Rent**"). Percentage Extended Term Rent, if applicable, shall be paid annually in arrears within sixty (60) days after the end of each calendar year. Any Percentage Extended Term Rent that is payable for less than a full calendar year shall be prorated by Lessee on the basis of a 365-day year. "**Gross Revenues**" shall mean all revenues received by Lessee for electricity generated by the Solar Energy System, including any Credits (as defined below), delivered to a final customer. If any Percentage Extended Term Rent is payable for a particular year, Lessee may credit the Minimum Extended Term Rent that has been paid for such year against such Percentage Extended Term Rent due to Lessor.

Years 1 through 10	
Years 11 through 15	
Years 16 through 20	
Years 21 through end of the Term and any Renewal Term	

Notwithstanding the foregoing in this Section 5.3, in the event the Solar Energy System is owned by a public utility, or any affiliate of a public utility, then Section 5.3(b) shall not apply and the only Extended Term Rent that will be paid to Lessor will be Minimum Extended Term Rent.

5.4 Increase in Certain Payments. During the Extended Term and any Renewal Term, the per-acre amount set forth in Section 5.3(a) shall automatically (without notice or demand) escalate at a rate of [REDACTED] annually on a compounded basis (example: Year 1- [REDACTED] per acre; Year 2- [REDACTED] per acre, Year 3 - [REDACTED]; and so on); provided, however, that if the Solar Energy System is owned by a public utility, or any affiliate of a public utility, then from and after the occurrence of such event, the per-acre amount set forth in Section 5.3(a) shall automatically (without notice or demand) escalate at a rate of [REDACTED] annually on a compounded basis.

5.5 Reimbursement for Damage. Except as provided in Section 2.4, if any of Lessor's Structures or improvements existing as of the Effective Date (including, without limitation, Lessor's livestock and crops) are materially damaged or destroyed as a result of Solar Operations, then Lessee shall

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promptly repair or replace such Structures or improvements. Lessee shall endeavor to give Lessor six (6) months advance notice of Lessee's intent to commence construction of the Solar Energy System on the Property. In the event Lessee commences construction earlier than six (6) months after such notice, and Lessee's Solar Operations damage or destroy any existing crops planted by Lessor or its tenants on the Property, then Lessee shall promptly pay to Lessor a one-time lump-sum amount equal to the greater of the actual out-of-pocket costs theretofore incurred by Lessor in planting, irrigating and fertilizing such crops or the fair market value of such crops as if they had been harvested. To the extent any growing crops that may be damaged as a result of Lessee's Solar Operations on the Property are owned in whole or in part by an agricultural tenant of Lessor, Lessee shall make reimbursement payments pursuant to this Section 5.5 directly to Lessor's agricultural tenant in proportion to such agricultural tenant's ownership interest in such damaged crops, provided that Lessor has given prior written notice to Lessee of the existence of such agricultural lease and the relative proportion of ownership of such damaged crops between Lessor and any such agricultural tenants.

5.6 Credits. Without limiting Lessee's obligation to pay Percentage Extended Term Rent to Lessor, Lessee shall be exclusively entitled to apply for, collect, receive, and obtain the benefit of all credits, set-offs, payments or other consideration arising out of the electrical energy generated by the Solar Energy System and the sale, transportation and distribution of such energy including, without limitation, (i) federal, state and local production tax credits, governmental subsidies, production incentive payments and other renewable energy credits, (ii) green pricing programs, green tags, renewable energy credit trading programs, or proceeds received from the sale of environmental attributes (e.g., renewable energy or carbon credits) and (iii) environmental air quality credits, emission credits, greenhouse gas reduction credits, environmental set-offs and similar benefits (collectively "**Credits**"). Lessor shall reasonably assist Lessee in applying for and receiving such Credits.

5.7 Accord and Satisfaction. No payment to or receipt by Lessor of a lesser amount than the amount owed by Lessee under this Lease shall be deemed to be other than a partial payment on account by Lessee. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable to Lessor under this Lease shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. Lessor may accept such payment without prejudice to Lessor's right to recover the balance of any and all amounts owed by Lessee under this Lease and Lessor's right to pursue any other available remedy.

5.8 Reimbursement for CRP Losses. If Lessor is a party to a Conservation Reserve Program ("**CRP**") contract with the U.S. Department of Agriculture (the "**USDA**") with respect to the Property, Lessor shall provide Lessee with a copy of such CRP contract, together with all amendments and modifications thereto; and if applicable, Lessee shall reimburse Lessor for (a) any rental payments that Lessor would have received under the CRP contract but for the construction of the Solar Energy System on the Property and (b) the penalties and interest, if any, assessed by the USDA as a result of the construction of the Solar Energy System on the Property; provided, however, that

(i) such reimbursement obligation shall not apply to any extension or renewal of such CRP contract after the Effective Date or to any CRP contract entered into after the Effective Date, (ii) no portion of the Property that is being utilized or that Lessee anticipates utilizing for the Solar Energy System shall be bid into the CRP after the Effective Date and (iii) Lessor shall cooperate with Lessee in completing and submitting applications for any exemptions allowed under the CRP for the Solar Energy System.

5.9 Payment of Rent. All payments of Rent may be made by check deposited in the United States mail, first-class postage prepaid, addressed to Lessor at Lessor's address for notice purposes set forth in Section 11.1. If sent as above provided, the applicable Rent payment shall be deemed tendered to Lessor three (3) days after such check is so mailed. If at any time during the term of this Lease Lessor owns less than [REDACTED] of the fee title interest in the Property, then the Rent payable to Lessor hereunder shall be reduced proportionately based on acreage then-owned by Lessor.

5.10 No Representation Regarding Solar Energy System. Lessor acknowledges that (a) Lessee has made no representation or warranty as to the likelihood that a Solar Energy System will be constructed on the Property, or, if constructed, that it will not be removed from the Property, and (b) any expression by Lessee to Lessor as to the expected number or type of Solar Energy Systems to be constructed on the Property, is and was purely an estimate based on the information available to Lessee at the time and is not a covenant or guarantee that any such construction will occur. Further, nothing expressly stated or implied in this Lease or indicated to Lessor shall be construed as requiring Lessee to (i) undertake construction, installation or operation of any Solar Energy System on the Property or (ii) cause such Solar Energy System to remain on the Property; and the decision if, when and to what extent to construct or remove the Solar Energy System shall be solely in Lessee's discretion.

6. Covenants By Lessee.

6.1 No Construction Liens. Lessee shall have no right, authority, or power to bind Lessor or any interest of Lessor in the Property for any claim for labor or for material or for any other charge or expense incurred in construction of any improvements or performing any alteration, renovation, repair, refurbishment, or other work with regard thereto, nor to render Lessor's interest in the Property liable for any lien or right of lien for any labor, materials, or other charge or expense incurred in connection therewith, and Lessee shall in no way be considered as the agent of Lessor in the construction, erection, or operation of any such improvements. Lessee shall keep the Property free and clear of all liens and claims of lien for labor and materials resulting from its Solar Operations; provided, however, that Lessee shall have the right to contest any such liens and claims by legal proceedings, which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required. Lessee shall use commercially reasonable efforts to pursue such proceedings, and if requested by Lessor, deliver a bond consistent with industry practices over such lien if not removed within sixty (60) days. Lessor shall in all reasonable respects cooperate with Lessee in such contest and shall be reimbursed for such cooperation as provided in Section 7.3.

6.2 Lessee's Obligation to Pay Taxes. Lessee shall pay when due all real and personal property taxes and assessments levied against Lessee's Solar Energy System on the Property or against Lessee's leasehold estate in the Property. Lessee shall also be responsible for any increase in real or personal property taxes levied against the Property during the term of this Lease as a direct result of Lessee's Solar Operations on the Property. However, Lessee shall not be liable for taxes or assessments attributable to improvements or facilities installed on the Property by any party not authorized by Lessee in writing, or to the underlying value of the Property itself, which taxes and assessments shall be paid by Lessor. Lessee and Lessor shall use their best efforts to cause the Property to be taxed separately as provided in this Section. Lessee shall have the right to contest by legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or amount of any taxes or assessments for which it is responsible hereunder. Lessor shall in all reasonable respects cooperate with Lessee in such contest, and shall be reimbursed for such cooperation as provided in Section 7.3.

6.3 Lessee's Obligation to Carry Insurance. Prior to commencing Solar Operations on the Property, Lessee shall obtain, and thereafter keep in force during the term of this Lease, (a) a policy of commercial general liability insurance covering property damage and liability for personal injury or death on or about the Property, with limits in the amount of [REDACTED] per occurrence and in the aggregate and (b) an umbrella or excess liability policy in the amount of [REDACTED] per occurrence and in the aggregate; provided, however, that such coverage may be provided as part of a blanket policy that also covers other properties. Lessee shall cause Lessor to be provided with additional insured status in such policies and Lessee shall deliver a certificate of such insurance to Lessor. Such insurance will be issued by insurers licensed to do business in Kentucky and having an A. M. Best Company rating of A - or better, and shall provide that it is not be terminated or cancelled unless 30 days written notice of such event is provided to Lessor, except ten (10) days' notice for nonpayment of premium.

6.4 Lessee's Obligation To Restore the Property. Lessee shall do the following with respect to any portions of the Property disturbed by Lessee in the course of Solar Operations: (a) within six (6) months after completion of construction of Lessee's solar project, Lessee shall restore such portions of the Property to a condition reasonably similar to its condition as of the Effective Date, except for any parts of the Property that Lessee determines it needs for continuing Solar Operations and (b) within twelve (12) months after the expiration, surrender or termination of this Lease, Lessee shall (i) remove from such portions of the Property any Solar Energy System owned or installed by Lessee thereon and (ii) restore such portions of the Property to a condition reasonably similar to its condition as of the Effective Date, including without limitation, de-compacting any substantially compacted soil and, if applicable, reseed disturbed soil with seed consistent with grass types in the vicinity of the Property. Lessee shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. Lessee shall continue to pay Extended Term Rent during such twelve (12) month period; provided, however, such Extended Term Rent shall be at a rate of [REDACTED] of the Extended

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Term Rent paid during the immediately preceding year of the Extended Term. Any parts of the Solar Energy System not removed prior to the expiration of such twelve (12) month period shall be deemed abandoned by Lessee. Lessee's obligations set forth in this Section 6.4 shall survive the expiration or earlier termination of this Lease.

6.5 Lessee's Obligation to Comply with Law. Lessee shall comply in all material respects with all laws, statutes, ordinances, regulations, decrees, orders and decisions of or issued by any governmental authority that are applicable to Lessee's Solar Operations on the Property ("**Law**" or "**Laws**"). Lessee shall have the right to contest by legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or applicability of any such Law. Lessor shall in all reasonable respects cooperate with Lessee in such contest, and shall be reimbursed for such cooperation as provided in Section 7.3.

6.6 Hazardous Materials. Without limiting the generality of Section 6.5, in conducting its Solar Operations on the Property, Lessee shall comply in all material respects with any Law (each, an "**Environmental Law**") governing the generation, manufacture, production, use, storage, release, discharge, transportation or presence of any substance, material or waste which is now or hereafter classified by any such Law as hazardous or toxic (each, a "**Hazardous Material**"). Further, Lessee shall promptly clean up, remove or take other legally-authorized remedial action as required by Environmental Law with regard to any contamination or damage to soil or ground water on or in the Property caused by any Hazardous Material brought onto the Property by Lessee, and for which clean up, removal or remedial action is required pursuant to Environmental Law.

6.7 Indemnification of Lessor. Lessee shall indemnify, defend and hold harmless Lessor against claims, liability, losses, damages, costs and expenses (collectively, "**Liability**") arising out of (a) physical damage to property and physical injuries or death to Lessor, Lessor's property or the public, (b) the presence or release of Hazardous Materials in, under, on or about the Property, or (c) the violation of any Environmental Law; in each case only to the extent proximately caused by Lessee's Solar Operations on the Property, and except to the extent such Liability is caused or contributed to by matters for which Lessor indemnifies Lessee pursuant to Section 7.7 below, or the gross negligence or willful misconduct of Lessor or Lessor's employees, agents, contractors or invitees. Notwithstanding the foregoing, (i) Lessee's liability for any damage or destruction of structures, improvements, livestock and crops shall be governed by Section 5.5, and not by this Section 6.7 and (ii) Lessee's liability under this Section 6.7 shall not include losses of income, rent, business opportunities, profits or the like that may result from Lessor's loss of use of portions of the Property by reason of Solar Operations (for which Lessor will be compensated solely through the provisions of Section 5). Lessee's obligations set forth in this Section 6.7 shall survive the expiration or earlier termination of this Lease.

6.8 Security for Removal of Solar Energy System. Beginning on the tenth (10th) anniversary of the Extended Term Commencement Date, Lessee will obtain and deliver to Lessor a letter of credit, bond, or such other security as

determined by Lessee and reasonably satisfactory to Lessor (the "**Security**"), in an amount equal to the amount the cost of performing Lessee's obligations under Section 6.4 exceeds the salvage value of the Solar Energy Facilities on the Property (the "**Property Restoration Amount**"), and once issued, Lessee covenants that the Security shall not lapse during the pendency of this Lease. The Property Restoration Amount will be determined by an independent engineer mutually selected by the Parties, or, if the Parties cannot agree upon such independent engineer, then by an independent engineer selected by a presiding circuit court judge of the county in which the Property is situated; and the decision of such independent engineer (however selected) shall be binding and conclusive on the Parties. Any costs or expenses relating to the determination of the Property Restoration Amount will be paid by Lessee. The Property Restoration Amount shall be adjusted every five (5) years thereafter. In the event that any state statutes or laws, county laws or ordinances, or any other local ordinances, regulations, decrees, orders and decisions of or issued by any governmental authority requires Lessee to post security relating to Lessee's decommissioning and restoration activities, the posting of such security by Lessee shall satisfy Lessee's obligation to post the Security under this Lease.

6.9 Surrender of Leased Property; Holding Over. Upon the expiration or earlier termination of this Lease and after Lessee has completed removal of the improvements as provided in Section 6.4, Lessee shall peaceably quit, deliver up, and surrender the Property. If Lessee does not timely surrender possession of the Property, such action shall not extend the Term, Lessee shall be a Lessee at sufferance, and during such time of occupancy Lessee shall pay to Lessor, as damages, an amount equal to [REDACTED] the amount of Extended Term Rent that was being paid immediately prior to the expiration or earlier termination of this Lease, prorated on a daily basis. Lessor shall not be deemed to have accepted a surrender of the Property by Lessee, or to have extended the Extended Term, other than by execution of a written agreement specifically so stating.

6.10 Lessee's Authority. Lessee has the unrestricted right and authority to execute and perform this Lease. Each person signing this Lease represents they are authorized to sign on behalf of Lessee. When signed by Lessee, this Lease constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

6.11 Conflict. Neither the execution and delivery of this Lease, nor incurring of the obligations set forth herein, nor compliance by Lessee with the terms and provisions of the Lease, will conflict with or result in a default under, any law, regulation or court ruling or any indebtedness or any contract, deed of trust, loan, agreement, lease or other agreements or instruments pertaining to Lessee.

6.12 No Brokers. The Lessee has not employed or contracted with any broker or finder or incurred any liability for any brokers' fees, commissions or finders' fees as a result of the execution of this Lease. Lessee shall indemnify Lessor for any claims for brokerage commissions or fees in connection with this transaction that are claimed through the actions of Lessee.

7. Covenants By Lessor.

7.1 Quiet Enjoyment. Subject to the rights granted pursuant to the items described on Exhibit "B", during the entire term of this Lease, (a) Lessee shall have peaceful and quiet enjoyment of the Property, without hindrance or interruption by Lessor or any other Person claiming by, through or under Lessor, and (b) Lessor shall protect and defend the right, title and interest of Lessee hereunder from any other rights, interests, title and claims of Lessor or by any Person claiming by, through or under Lessor, but not otherwise. Without limiting the generality of the foregoing, if any Encumbrance, as defined below (including any mortgage against the Property or the lien of property taxes) provides for payment or performance of any obligations by Lessor, then Lessor shall, prior to delinquency, make such payment and perform such obligations. Lessor will be solely responsible for timely completing any and all reclamation obligations related to the Property. In the event Lessor fails to timely complete the reclamation obligations, then Lessee may, but shall not be obligated to, complete such reclamation obligations on Lessor's behalf and offset any and all expenses incurred by Lessee against any amounts owed to Lessor under this Lease.

7.2 Encumbrances. If any recorded or unrecorded lien, encumbrance, covenant, condition, reservation, restriction, easement, lease, sublease, occupancy, tenancy, mineral right, option, right of first refusal or other matter (each, an "**Encumbrance**") is found or claimed to exist against the Property or any portion thereof (regardless whether such Encumbrance existed as of the Effective Date or was created thereafter), and Lessee determines that such Encumbrance might delay, interfere with or impair Solar Operations, the exercise of any of Lessee's other rights under this Lease or the financing of any project, then Lessee shall be entitled to obtain a subordination, non-disturbance agreement, consent or other agreement (in a form and containing provisions reasonably requested by Lessee) from the holder of such Encumbrance. Lessor shall fully and promptly cooperate with Lessee's efforts to obtain the same, and Lessor shall be reimbursed for such cooperation as provided in Section 7.3. Lessor represents and warrants to Lessee that, to Lessor's actual knowledge, except as set forth on Exhibit "B" hereto (i) there are no unrecorded Encumbrances against the Property or any portion thereof that have not been disclosed to Lessee in writing prior to the Effective Date, including any unrecorded agricultural, grazing, oil, gas, mineral, or other subsurface leases, and (ii) to Lessor's actual knowledge, Alma Land Company, Big Sandy LLC and/or Big Sandy Company, L.P., and The Elkhorn Coal Company, LLC, are the owners of all oil, gas, mineral, and other subsurface estates appurtenant to the Property, subject only to any recorded leases or similar agreements. Lessor shall be entitled to grant a lien or otherwise encumber Lessor's fee estate in the Property or interest in this Lease (a "**Fee Mortgage**") to a Fee Mortgagee (as hereinafter defined); provided, said grant or encumbrance shall be subject to this Lease, any modifications or extensions hereof or any new lease so made pursuant to Section 10.6 or Section 11.7 (collectively, "**Modifications**"), and all rights of Lessee under this Lease (including Leasehold Mortgagee, sublessee, and any party claiming by and through Lessee). The grant of a lien or encumbrance by Lessor in favor of a Fee Mortgagee shall be subordinate to and shall not be a lien prior to this Lease, any Modifications, or any Leasehold Mortgage placed thereon. Any Encumbrance by Lessor shall not be deemed to

give any such assignee any greater rights than Lessor hereunder or the right to cancel the Lease or any Modifications unless there is an Event of Default on the part of Lessee (which remains uncured by either Lessee or the Lenders) which, under the terms of this Lease or any Modifications, gives Lessor a right to cancel this Lease or any Modifications, and withhold from such Leasehold Mortgagee a new lease pursuant to Section 10.6 or Section 11.7. As used herein, the term "**Fee Mortgagee**" collectively includes any financial institution or other person or entity that from time to time provides secured financing to Lessor secured all or in part by the Property. If, at any time, Lessor's interest in this Lease is encumbered by a Fee Mortgage, if requested by Lessee, Lessor shall obtain and deliver to Lessee a non-disturbance agreement and subordination agreement from the applicable Fee Mortgagee in a form reasonably acceptable to Lessee.

7.3 Permitting; Cooperation; Further Assurances. Lessee shall use commercially reasonable efforts to pursue, process and obtain any permits, entitlements, approvals, licenses, variances or other rights (including any zoning change, conditional use permit and tax-incentive or tax-abatement program approval) from any governmental authority or other Person in connection with Solar Operations (each, an "**Approval**"). Lessor shall fully support and cooperate with Lessee in all reasonable respects in the conduct of Solar Operations and the exercise of Lessee's rights hereunder, in providing any further assurances requested by Lessee, and in carrying out and otherwise giving full force and effect to the purpose and intent of this Lease, including in Lessee's efforts to obtain any Approval or financing; and Lessor shall, without demanding additional consideration therefor other than as contemplated in the last sentence of this Section 7.3, (a) execute any map, application, waiver, estoppel certificate, consent and other document that is reasonably requested by Lessee in connection herewith or therewith and (b) return the same to Lessee within ten (10) days after Lessor's receipt thereof. Without limiting the generality of the foregoing, (i) if requested by Lessee, Lessor shall participate, in support of Lessee, in any appeals or regulatory proceedings respecting the Solar Energy System and (ii) in the event that the location of any Solar Energy System to be installed or constructed on the Property or any adjacent properties along or near property lines is limited or restricted by any private agreements, Encumbrances or Laws (including any setback requirements), Lessor (1) hereby waives enforcement of such agreements, Encumbrances and Laws, (2) shall reasonably assist Lessee in obtaining waivers or variances from the same and (3) shall execute all reasonable documents evidencing Lessor's agreement to the waiver or elimination of such requirements. Lessee agrees to reimburse Lessor for Lessor's reasonable out-of-pocket expenses incurred in providing such cooperation to Lessee.

7.4 Ownership of Solar Energy System; Maintenance. The Parties acknowledge and agree that (i) any Solar Energy System constructed on the Property shall at all times remain the property of Lessee and shall not be deemed to be fixtures, (ii) Lessor shall have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law) in any Solar Energy System installed on the Property, or in any profits or income derived therefrom (other than ownership rights that would only arise upon the abandonment of the Solar Energy System pursuant to Section 6.4), and (iii) Lessee shall have the

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exclusive obligation to maintain and repair the Solar Energy System and the Property pursuant to Section 6.4.

7.5 Grant of Easements. Upon Lessee's reasonable request from time to time, Lessor shall grant to Lessee or to any other Person designated by Lessee, one or more easements for Access Rights and Transmission Facilities on, over and across the Property in such locations as may be designated by Lessee, but only to the extent such easements are directly related to the Solar Operations. Each such easement shall (a) provide for the payment to Lessor of reasonable consideration commensurate with the scope of the easement, (b) be separate and apart from this Lease, and for the duration set forth therein (but in no event longer than the term of this Lease), for so long as the grantee of the easement pays such consideration to Lessor, (c) be memorialized in a recordable form reasonably designated by Lessee, which contains all of the rights and privileges for Access Rights and Transmission Facilities as are set forth in this Lease and (d) run with the land, be binding on and inure to the benefit of the grantee and Lessor and their respective successors, and assigns.

7.6 No Interference. Neither Lessor nor any of its tenants, licensees, contractors, invitees, agents, assigns or anyone else obtaining rights from Lessor (exclusive of any parties set forth on Exhibit B) (collectively, "**Lessor Parties**") shall, currently or prospectively, interfere with, impair, delay or materially increase the cost of any of Lessee's Solar Operations (whether conducted on the Property or adjacent or nearby property), or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Lessee hereunder. Without limiting the generality of the foregoing, neither Lessor nor anyone obtaining rights from or acting with the permission of Lessor (exclusive of any parties set forth on Exhibit B) shall (a) interfere with or impair the free, unobstructed and natural availability of sunlight over or across the Property (whether by planting trees, constructing Structures, or otherwise), or the lateral or subjacent support for the Solar Energy System or (b) engage in any other activity on the Property or adjacent or nearby property that might cause a decrease in the output, efficiency or longevity of the Solar Energy System. Notwithstanding the foregoing limitations, construction of a Structure on the Property or adjacent or nearby property shall not be deemed to interfere with or impair the free flow of sunlight across the Property if the Structure does not cast a shadow on the Property during the period beginning one hour after sunrise and continuing until one hour prior to sunset on any and all days of the calendar year. For purposes of this Section 7.6, the term "**Structure**" shall mean any single structure, improvement, or object of a permanent or intended long-term nature (e.g., house, barn, silo, shed, building, grain elevator, tower, derrick, oil well, center pivots, etc.).

7.7 Indemnification of Lessee. Lessor shall indemnify, defend and hold harmless Lessee against Liability relating to, resulting from, or arising out of (a) the condition of the Property (including but not limited to, the presence of any Hazardous Materials or a release or disposal or the threat of a release or disposal of any Hazardous Materials on, in, under, on or about the Property) to the extent caused by Lessor; (b) the storage, treatment, generation, transportation, processing, handling, management, or disposal of any Hazardous Materials by Lessor; (c) any violation by Lessor of any applicable Environmental

Law; or (d) the failure by Lessor, before or after the Effective Date, promptly to undertake and diligently pursue to completion all necessary, appropriate and/or legally required investigative, containment, removal, cleanup and other remedial actions, or mining closure or post-closure activities, with respect to a release of any Hazardous Materials by Lessor on, in, under, or about the Property prior to the Effective Date, except to the extent any of the foregoing are caused or contributed to by the negligence or willful misconduct of Lessee or Lessee's employees, agents, contractors or invitees. Lessor's obligations set forth in this Section 7.7 shall survive the expiration or earlier termination of this Lease.

7.8 Lessor's Authority. Lessee has the unrestricted right and authority to execute and perform this Lease. Each person signing this Lease represents they are authorized to sign on behalf of Lessor. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

7.9 Conflict. Neither the execution and delivery of this Lease, nor incurring of the obligations set forth herein, nor compliance by Lessor with the terms and provisions of the Lease, will conflict with or result in a default under, any law, regulation or court ruling or any indebtedness or any contract, deed of trust, loan, agreement, lease or other agreements or instruments pertaining to Lessor.

7.10 No Brokers. The Lessor has not employed or contracted with any broker or finder or incurred any liability for any brokers' fees, commissions or finders' fees as a result of the execution of this Lease. Lessor shall indemnify Lessee for any claims for brokerage commissions or fees in connection with this transaction that are claimed through the actions of Lessee.

8. Assignment and Financing. Lessee and any sublessee of Lessee shall have the absolute right at any time and from time to time, without obtaining Lessor's consent, to: (a) sell, convey, assign, sublease or otherwise transfer to any affiliate of Lessee or any Approved Assignee all or any portion of its right, title or interest under this Lease, in the Property and/or in any Solar Energy System; and/or (b) encumber, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Lease, in the Property and/or in any Solar Energy System to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation (a "**Lender's Lien**"). No such sale, conveyance, assignment, sublease or other transfer shall relieve Lessee of its obligations under this Lease unless Lessee assigns its entire interest to an Approved Assignee (or any other assignee to which Lessor provides consent), in which event Lessee shall have no continuing liability. As used in this Lease, the term "**Lender**" means any Person that from time to time provides secured financing or extends secured credit for some or all of Lessee's solar energy projects, Solar Energy System or Solar Operations, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns including, but not limited to, tax equity and other similar investors. Following the creation of a Lender's Lien, Lessee or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Lessor; provided, however, that the failure to give such notice shall not constitute an Event of Default (as defined below) but rather shall only

have the effect of not binding Lessor hereunder with respect to such Lender until such notice is given. For purposes of this Lease, the term "**Approved Assignee**" means (i) a Person who has, either alone or combined with such Person's parent company, net assets in excess of [REDACTED], or (ii) any Person who currently operates (or combined with such Person's parent company collectively currently operates) utility scale energy generation facilities, that, in the aggregate, total fifty (50) MW or greater of generation capacity.

9. Default; Remedies; Estoppel Certificates.

9.1 Default. If a Party (the "**Defaulting Party**") fails to perform its obligations under this Lease in any material respect (an "**Event of Default**"), then it shall not be in Default (as defined below) if it cures such Event of Default within sixty (60) days (thirty (30) days for monetary defaults) after receiving written notice from the other Party (the "**Non-Defaulting Party**") stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "**Notice of Default**"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in Default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence. As used in this Lease, the term "**Default**" means an Event of Default that (a) has not been cured within the time provided herein or (b) as to which the Defaulting Party has not commenced performance of its obligations within the time provided or thereafter has failed to pursue the same to completion with commercially reasonable diligence as provided above.

9.2 Remedies. Subject to Section 10, upon a Default (but not sooner), the Non-Defaulting Party shall be entitled to exercise any and all remedies available to it hereunder, at law or in equity, which remedies shall be cumulative. Such remedies shall include the right in the Non-Defaulting Party to pay or perform any obligations of the Defaulting Party that have not been paid or performed as required herein, and to obtain (a) subrogation rights therefor and (b) immediate reimbursement from the Defaulting Party for the costs of such payment or performance. If Lessor is the Non-Defaulting Party, then, subject to Section 10, its remedies shall include the right to terminate this Lease by giving written notice of such termination to Lessee and to each Lender. If Lessor is the Defaulting Party, then Lessee may (but need not) offset such costs against the Rent or any other amounts due to Lessor hereunder.

9.3 Estoppel Certificates and Consent. Lessor shall, within ten (10) days after written request made from time to time by Lessee or any existing or proposed Lender, execute and deliver to the requesting Person an instrument (a) certifying that this Lease is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the Rent has been paid, (c) certifying that there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof), (d) certifying that Lessor is the sole fee owner of the surface of the Property, (e) certifying that each person or entity signing the Lease on behalf of Lessor is authorized to do so, (f) certifying that Lessor has the

unrestricted legal power, right and authority to enter into the Lease, and the Lease is and will be in full force and effect, without the necessity of any consent of or joinder by any other Person or entity authorized to do so, (g) a general representation certifying, to Lessor's actual knowledge, as to the then-current mineral exploration on the Property, and (h) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by Lessee, such Lender and any Person that is proposing to invest in Lessee or in Lessee's solar project. In the event Lessor fails to execute and deliver such estoppel as contemplated in this Section 9.3, then such failure shall constitute an Event of Default.

10. Protection of Lenders. Notwithstanding any other provision of this Lease to the contrary:

10.1 Lender's Rights. Each Lender shall have the absolute right (but not the obligation) to do the following things: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the leasehold estate created by this Lease (the "**Leasehold Estate**"); (d) take possession of and operate the Property and the Solar Energy System or any portion thereof; (e) perform any obligations and exercise any rights of Lessee hereunder; (f) assign or transfer this Lease and the Leasehold Estate to any Person after obtaining the same; and (g) cause a receiver to be appointed to do any of the foregoing. Lessor's consent shall not be required for any of the foregoing; and, upon acquisition of the Leasehold Estate or this Lease by a Lender or any Person who acquires the same from or on behalf of a Lender as set forth above, Lessor shall recognize the same as Lessee's proper successor, and this Lease shall remain in full force and effect.

10.2 Copies of Notices of Default. As a precondition to exercising any rights or remedies as a result of any Event of Default by Lessee, Lessor shall deliver a duplicate copy of the applicable Notice of Default to each Lender concurrently with delivery of such notice to Lessee, specifying in detail the Event of Default and the required remedy.

10.3 Lender's Cure Rights. The Lenders shall collectively have the same period of time after receipt of a Notice of Default to cure an Event of Default as is given to Lessee under this Lease, plus, in each instance, an additional sixty (60) days; provided, however, that such sixty (60)-day period shall be extended for the time reasonably required by the Lenders to complete such cure, including the time required for the Lenders to obtain possession of the Property, institute foreclosure proceedings or otherwise perfect their right and ability to effect such cure. Each Lender shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee hereunder for purposes of curing any Event of Default. Lessor expressly consents to such substitution, agrees to accept such performance, and authorizes each Lender and its employees, agents, representatives and contractors to enter upon the Property to complete such performance with all of the rights and privileges of Lessee hereunder. Lessor shall not terminate this Lease prior to expiration of the cure periods available to the Lenders as set forth above. Further, neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this

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Lease as long as the Rent is paid by a Lender in accordance with the terms hereof.

10.4 Effect of Proceedings. If any Event of Default by Lessee under this Lease cannot be cured without obtaining possession of all or part of the Property, the Solar Energy System and/or the Leasehold Estate, then any such Event of Default shall nonetheless be deemed remedied if: (a) within sixty (60) days after receiving a Notice of Default from Lessor as set forth in Section 10.2, a Lender acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (b) the Lender prosecutes any such proceedings to completion with commercially reasonable diligence; and (c) after gaining possession thereof, the Lender performs all of Lessee's other obligations hereunder as and when the same are due. If a Lender is prohibited from commencing or prosecuting the proceedings described above by Law or by any process, injunction or decision of any court, then such sixty (60)-day period shall be extended for the period of such prohibition.

10.5 Performance By Lender. Any Lender that does not directly hold an interest in this Lease, or that holds a Lender's Lien, shall not have any obligation under this Lease prior to the time that such Lender succeeds to absolute title to the Leasehold Estate; and if such Lender succeeds to such absolute title, then such Lender shall be liable to perform obligations under this Lease only for and during the period of time that such Lender directly holds such absolute title.

10.6 Rejection; New Lease. If this Lease is rejected or otherwise terminated pursuant to bankruptcy Law or any other Law affecting creditors' rights, then, so long as a Lender cures any monetary Event of Default by Lessee, Lessor shall, immediately upon written request from a Lender given within ninety (90) days after any such rejection or termination, enter into a new lease in favor of the Lender, which new lease shall (a) contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Lessee or any other Person prior to such rejection or termination), (b) be for a term commencing on the date of such rejection or termination, and continuing for the remaining term of this Lease before giving effect to such rejection or termination and (c) contain a grant of a leasehold estate in the Property or such portion thereof as to which the Lender held a Lender's Lien on the date of such rejection or termination; and, until such time as such new lease is executed and delivered, the Lender may enter and use the Property and conduct Solar Operations thereon as if this Lease were still in effect. At the option of the Lender, the new lease may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of the lessee thereunder. If more than one Lender makes a written request for a new lease pursuant hereto, then the same shall be delivered to the Lender whose Lender's Lien is senior in priority.

10.7 Modifications of Lessee's Obligations. Lessor shall not agree to a modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien, nor shall Lessor accept a surrender of the Property or any part thereof or a termination by Lessee of this Lease; in each

such case without the prior written consent of each Lender, and any such modification, amendment or surrender as described in this Section 10.7 obtained without prior written consent of each Lender shall be considered void.

10.8 Amendment. At Lessee's request, Lessor shall amend this Lease to include any provision that may reasonably be requested by any existing or proposed Lender, and shall execute such additional documents as may reasonably be requested to evidence such Lender's rights under this Lease; provided, however, that without Lessor's consent, such amendment shall not materially impair the rights of Lessor under this Lease, reduce the Rent or extend the term of this Lease beyond the period of time stated in Section 4. Further, Lessor shall, within ten (10) days after written notice from Lessee or any existing or proposed Lender, execute and deliver thereto a certificate (a) to the effect that Lessor will accord to such Lender all the rights and privileges of a Lender hereunder and (b) containing such other provisions and consents as such Lender may reasonably request.

11. Miscellaneous Provisions.

11.1 Notices. Any notices, demands, correspondence or other communications required or permitted to be given hereunder (collectively, "Notices") shall be in writing and shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by overnight delivery service, freight prepaid, to the addresses provided beneath the signatures of the Parties as set forth below. Notices delivered by hand shall be deemed received when delivered. Notices sent by certified or registered mail or by overnight delivery service shall be deemed received upon (i) acceptance of delivery by the recipient or (ii) rejection of delivery by the recipient. Each Party may change its address for notice purposes by giving written notice of such change to the other Party in the manner provided in this Section 11.1, and each Lender may do the same by giving such notice to Lessor.

11.2 Lessee's Right To Surrender; Quitclaim. Subject to Section 10.7, (i) during the Development Term, and (ii) at any time during the Extended Term after termination or expiration of any power purchase agreement for the purchase of electricity generated by the Project, Lessee shall have the right to terminate the Lease as to all or any part or parts of the Property, effective upon thirty (30) days' written notice to Lessor and the payment to Lessor of [REDACTED]. In the event such termination right is exercised for all of the Property during the Development Term, then, in addition to the payment to Lessor of such [REDACTED] Lessee will pay to Lessor within thirty (30) days after Lessee delivers to Lessor written notice of such termination, all remaining Development Term Rent that would have become due and payable during the Development Term had the Development Term continued until the expiration thereof. However, if this Lease is terminated as to less than all of the Property, Lessor and Lessee will mutually cooperate to identify and agree upon, in their reasonable discretion, at least 500 acres usable contiguous acres of the Property that Lessee determines will be suitable for development and construction of the Solar Energy System. After such Property has been identified and agreed upon, Lessor and Lessee shall work together to revise Exhibit "A" and Exhibit "A-1", describing the remaining Property. Upon any such termination by Lessee, the

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Parties' respective rights and obligations hereunder shall cease as to the Property (or such part or parts thereof, as applicable) as to which such termination applies; but this Lease shall remain in full force and effect as to any remaining parts of the Property. The portion of the Property remaining after any partial termination of this Lease shall thereafter be the "Property" for purposes of this Lease and all payment amounts based on acreage shall be adjusted accordingly, including, without limitation, the Extended Term Rent. In the event of any such partial termination, Lessor and Lessee shall cooperate to preserve and provide for reasonable means of access to and from the Property and partially terminated portions thereof, as reasonably necessary for Lessor's operations on such terminated property and Lessee's operations on the Property. Further, upon expiration or termination of this Lease for any reason, Lessee shall execute and record in the county records a quitclaim deed or release of all of Lessee's right, title or interest under this Lease.

11.3 Force Majeure. Lessee's obligations under this Lease shall be suspended and excused, and the time periods set forth herein shall be extended, while Lessee is prevented or substantially hindered or restricted, by an Event of Force Majeure, from conducting Solar Operations or performing its obligations hereunder. The term "**Event of Force Majeure**" means any of the following: strikes, lock outs or other labor disturbances; delays in transportation; the inability to secure labor or materials in the open market; acts of God or the elements; conditions attributable to acts of war, terrorism or civil disturbances; acts or failures to act of Lessor in violation of this Lease; the effect of any Laws; or any other matter or condition beyond the reasonable control of Lessee. Lessee shall deliver to Lessor prompt written notice of any such Event of Force Majeure. Lessee shall use commercially reasonable efforts to commence performance of its obligations hereunder promptly upon removal, resolution, or elimination of any such Event of Force Majeure. Anything contained in or inferable from this Lease to the contrary notwithstanding, Lessee shall not be relieved by any Event of Force Majeure from Lessee's obligations to pay Rent or taxes hereunder, or maintain insurance hereunder, nor shall the Term be extended thereby.

11.4 Condemnation. If a Taking (as defined below) occurs, then the compensation payable therefor, whether pursuant to a judgment, by agreement or otherwise, including any damages and interest, shall be distributed as follows: (a) any portion of such compensation attributable to the Taking of this Lease or the Solar Energy System, any cost or loss that Lessee may sustain in the removal and/or relocation of the Solar Energy System, or Lessee's anticipated or lost profits, shall be paid to Lessee; and (b) any portion of such compensation attributable to the Taking of the fee title, and all remaining amounts of such compensation, shall be paid to Lessor. The term "**Taking**" means the taking of the Property, the Solar Energy System, this Lease or any part thereof, by eminent domain, by inverse condemnation, by severance or for any public or quasi-public use.

11.5 Successors and Assigns. The Property shall be held, conveyed, encumbered, leased, used and occupied subject to the covenants and provisions of this Lease, which shall run with the Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties

and any other Person having any interest therein during their ownership thereof, and their respective heirs, executors, administrators, successors and assigns.

11.6 Attorney's Fees. In the event of any litigation for the interpretation, enforcement or termination hereof, or for damages for a Default hereunder, or which in any other manner relates to this Lease, Solar Operations or the Property, the prevailing Party shall be entitled to recover from the other Party its actual and reasonable costs and attorney's fees incurred in connection therewith.

11.7 Construction. This Lease, including any Exhibits attached hereto, contains the entire agreement between the Parties in connection with any matter mentioned herein, and all prior or contemporaneous agreements, understandings and representations are merged herein and superseded hereby. Should any provision of this Lease be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by such holding. Except with respect to the rights conferred upon Lenders hereunder (which Lenders and their successors and assigns shall be third party beneficiaries hereof to the extent of the Lenders' rights hereunder), the covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns. This Lease shall not be interpreted as creating any partnership or other relationship between the Parties, other than that of landlord and tenant. 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 Lease and is hereby waived. No waiver by a Party of any term or provision hereof shall be deemed a waiver of any other term or provision, and any waiver of rights hereunder must be in writing to be effective. This Lease shall be governed by and interpreted in accordance with the Laws of the state in which the Property is located. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not affect the scope, meaning or intent hereof. This Lease may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

11.8 Division Into Separate Leases. Lessee may divide the Property into two (2) or more separate Projects or phases of development ("**Phasing**"); provided, however, that the aggregate amount of Property subject to such Phasing shall consist of at least Five Hundred (500) contiguous acres. If Lessee elects to conduct Phasing, upon Lessee's election and written notice to Lessor, Lessor shall, within twenty (20) days after written notice from Lessee, and without demanding any additional consideration, bifurcate this Lease by entering into and delivering to Lessee two (2) or more stand-alone new leases (which shall supersede and replace this Lease) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each of such new leases shall, unless otherwise agreed to by the Parties: (a) specify the portion(s) of the Property to be covered thereby (and the term "Property", as used therein, shall refer only to such portion(s)), (b) contain the same general terms and conditions as this Lease and be in a form reasonably acceptable to

Lessee; (c) be for a term equal to the then-remaining Term of this Lease; (d) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Lessee may designate; (e) require payment to Lessor of only an acreage-proportionate part of Rent and other payments under this Lease (which under all such new leases shall in the aggregate equal the amounts that are due under this Lease); and (f) to the extent permitted by Law, enjoy the same priority as this Lease over any lien, encumbrance or other interest against the Property. Any documented out-of-pocket costs incurred by Lessor in connection with the exercise by Lessee of its rights under this Section will be reimbursed to Lessor by Lessee.

11.9 Limitation of Liability. Notwithstanding any other provision in this Lease to the contrary, any and all liability of Lessor under or arising from this Lease (and any amendments, modifications or extensions to this Lease) shall be limited solely to Lessor's interest in the Property, and Lessee shall look solely to the interest of Lessor in the Property for the satisfaction of each and every remedy of Lessee against Lessor. Lessee agrees that it shall not look to any of Lessor's other assets seeking to either enforce Lessor's obligations under this Lease, and in no event shall any parent, affiliate, officer, employee, member, manager, or agent of Lessor be liable for the obligations of Lessor.

11.10 Security; Lessor's Access. Lessee, in its discretion, may install and maintain any reasonable security measures to protect the Solar Energy System, including, without limitation, warning signs, fences, closed or locked gates, and other measures appropriate to reasonably protect the Solar Energy System from damage or destruction. Lessor may obtain access to any such fenced portion of the Property for the purpose of inspection of activities thereon up to four (4) times per calendar year upon 24 hours prior written notice to Lessee, provided that such access shall not unreasonably interfere with Lessee's Solar Operations and Lessor shall be accompanied by a representative of Lessee at all times and shall abide by any and all safety precautions.

11.11 Miscellaneous. This Lease shall not and cannot be modified or amended except by a writing signed by both Parties. Wherever the consent of a Party is required or requested hereunder, such consent shall not be unreasonably withheld, conditioned or delayed. Concurrently herewith, the Parties shall execute and deliver a memorandum of this Lease in the form attached as Exhibit "C", which Lessee may record in the county records. If Lessor consists of more than one Person, then the liability of each such Person shall be joint and several. Notwithstanding anything to the contrary in this Lease, neither Party shall be entitled to, and each Party hereby waives, any rights to recover consequential, incidental, punitive or exemplary damages, however arising, under or with respect to any action or inaction taken in connection with this Lease. If this Lease is not executed by one or more of the Persons comprising the Lessor, or by one or more Persons holding an interest in the Property, then this Lease shall nonetheless be effective, and shall bind all those Persons who have signed this Lease. Each of the Persons signing this Lease on behalf of a Party represents and warrants that he/she has the authority to execute this Lease on behalf of the Party for whom he/she is signing.

REDACTED

11.12 Special Obligations of Lessee. The following are special obligations of Lessee in favor of Lessor:

11.12.1 All costs and expenses of Solar Operations (including, but not limited to, all utilities) shall be borne by Lessee, and Lessor shall not be chargeable with or liable for any thereof.

11.12.2 Lessee shall consult with Lessor on its site development plan, showing Lessor the anticipated location of the Solar Energy System or portion thereof on the Property, before Lessee makes, in its sole discretion, the final decisions as to the location of such Solar Energy System. Lessee shall, to the extent commercially practicable, develop the Solar Energy System or portion thereof on the Property in the most efficient manner and with the least amount of interference with Lessor's continued use of its Property as is commercially reasonable taking into consideration good and prudent practices and industry standards for Solar Operations.

11.12.3 If Lessee constructs any new roads on the Property, upon either the written request of the Lessor or at Lessee's election, Lessee will install reasonably appropriate gates where such roads enter the Property, and, if so installed, Lessee shall furnish Lessor with keys to such gates.

11.12.4 After entering or exiting any gate providing access to the Property, Lessee shall close such gate, and, if requested by Lessor, shall lock the same; provided, however, that Lessee may leave such gates open during construction, installation, improvement, replacement, repair and maintenance of the Solar Energy System so long as such gates are attended while open.

11.12.5 Lessee shall regularly clean up any litter or refuse deposited on the Property by Lessee.

11.12.6 Lessee shall prohibit its employees from hunting on the Property, bringing on the Property any domestic animals, firearms, illegal drugs or alcohol or driving at excessive speeds on the Property.

11.12.7 Lessee shall maintain the Extended Term Property with regards to ground vegetation, including mowing and weed control.

11.13 Special Kentucky Provisions.

11.13.1 The Parties acknowledge their desire for the provisions of this Lease to comply with all applicable Kentucky, local and federal laws. As such, the following provisions are hereby added to this Lease, it being understood and agreed that if such provisions do not cause this Lease to comply in all respects with Kentucky, local and federal law, then this Lease shall nonetheless remain in full force and effect, and shall be amended, in the manner that is fairest to each Party, to cause such compliance to occur; and the Parties agree to execute any amendments

REDACTED

to this Lease or a new lease (in such form reasonably requested by Lessee) as may be necessary for that purpose. To the extent there is any question regarding the validity or enforceability of the Lease due to the effect of any applicable Kentucky, local or federal law relating to solar leases or easements now or hereafter enacted, the Parties hereby agree to amend the Lease as set forth above and each Party hereby waives its rights under any such existing or hereinafter enacted laws.

11.13.2 Without limiting the generality of Section 1 or Section 7.6, the Parties agree that obstructions to sunlight are prohibited in all areas of the Property that are between one or more individual units or arrays of solar energy collection cells/panels and each boundary of the Property (which distance varies among such various individual units or arrays of solar energy collection cells/panels and to the different boundaries of the Property), measured at angles of three hundred sixty (360) degrees horizontally and three hundred and sixty (360) degrees vertically from such individual units or arrays of solar energy collection cells/panels.

11.13.3 All of the terms and conditions under which this Lease and the solar easements may be revised or terminated, are provided above in this Lease.

11.14 Venue. Exclusive venue for any disputes arising out of this Lease shall lie with the state and federal courts situated in Pike County, Kentucky.

11.15 No Third Parties Benefited. Except as herein specifically and expressly otherwise provided with regard to notices, opportunities to cure defaults, right to execute a new lease, and certain other enumerated rights granted to Lenders and their successors and assigns, the terms and provisions of this Lease are for the sole benefit of Lessor and Lessee, and no third party whatsoever, is intended to benefit herefrom.

11.16 Anti-Terrorism Laws. Each Party hereto represents and warrants to the other that it is not in violation of any laws related to terrorism or money laundering (collectively, "**Anti-Terrorism Laws**"), including with-out limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and/or or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), nor is a "Prohibited Person" under the Anti-Terrorism Laws.

11.17 Time is of the Essence. Time is of the essence in each and every instance with respect to the covenants, undertakings and conditions to be performed hereunder.

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

REDACTED

IN WITNESS WHEREOF, Lessor has executed and delivered this Lease as of March 25, 2020.

LESSOR:

BRUSHY DEVELOPMENT CORPORATION

Ryan Johns
Name: Ryan Johns
VP

Address: 164 Main Street, Suite 200
P.O. Box 279, Pikeville, KY 41502

STATE OF Ky)
) ss.
COUNTY OF Pike)

Be it remembered that on this 25th day of March, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ryan Johns, to me personally known, who being by me duly sworn did say that he is Vice President of Brushy Development Corporation, a Kentucky corporation, and that the within instrument was signed and sealed on behalf of said Brushy Development Corporation by authority thereof, and acknowledged said instrument to be the free act and deed of said corporation for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year LAST above written.

My Commission Expires:

04/20/2021
[SEAL]

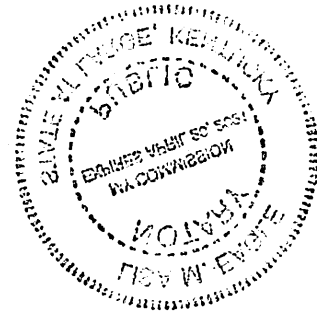
Lisa M. Eagle
Notary Public in and for said County and State

Print Name: Lisa M. Eagle





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Alma Land Company hereby executes this Lease for the sole purpose of acknowledging its agreement with Section 3.3 of this Lease.

ALMA LAND COMPANY

Ryan Johns
Name: Ryan Johns
VP

Address: 164 Main Street, Suite 200
P.O. Box 279, Pikeville, KY 41502.

STATE OF KY)
) ss.
COUNTY OF Pike)

Be it remembered that on this 25th day of March, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ryan Johns, to me personally known, who being by me duly sworn did say that he is Vice President of Alma Land Company, a Kentucky corporation, and that the within instrument was signed and sealed on behalf of said Alma Land Company by authority thereof, and acknowledged said instrument to be the free act and deed of said corporation for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year LAST above written.

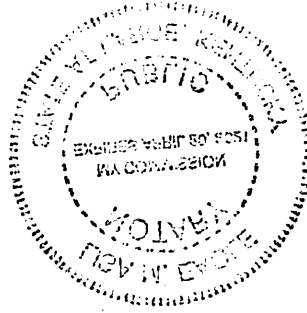
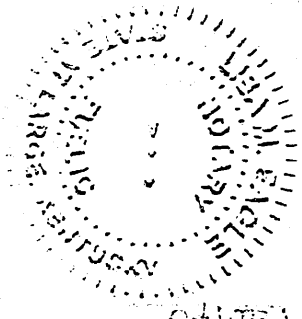
My Commission Expires:

04/20/2021
[SEAL]

Lisa M. Eagle
Notary Public in and for said County and State

Print Name: Lisa M. Eagle





07/06/2007

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תל אביב
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REDACTED

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF PIKE, COMMONWEALTH OF KENTUCKY:

SEVEN HUNDRED AND FIFTY-THREE (753) ACRES, MORE OR LESS, CONTAINED WITHIN THE PROJECT BOUNDARY AS DEPICTED ON EXHIBIT A-1 AND LYING WITHIN THE FOLLOWING DESCRIBED REAL PROPERTY:

PARCEL 1

Lying and being on the First Fork of Bent Branch of Johns Creek, Pike County, Kentucky, bounded and described as follows:

BEGINNING at the conditional corner between Robert Smith and J. A. Pinson and the within tract with the conditional line between J. A. Pinson and Thomas Pinson, Sr. up a drain to the top of the point; then up the ridge with the line of Tom Pinson, Sr., and continuing with said line around the head of said fork to Robert Smith's line; thence with Smith's line down the hill to the beginning.

PARCEL 2

Certain tracts or parcels of land lying and being on the waters of Wolf Pen Fork of the Right Hand Fork of Brushy Creek, a tributary of Johns Creek, Pike County, Kentucky, and more particularly bounded and described as follows:

"BEGINNING at the forks of Wolf Pen Branch and running with Alex. Ray's line to two marked dogwoods; thence with said Alex. rays line up the point to a marked black jack corner between Alex. Ray and Elizabeth Murphy's; thence up center of point to top of hill; thence around the ridge with Joe Ray's line to a white oak and walnut; thence with Bevins survey opposite a knob; thence up a knob opposite it the forks of the branch; thence down the point with high ground to a cross fence; thence to a dogwood; thence with cross fence to a sourwood near the branch; thence to the branch to the beginning corner the forks of said branch so as to contain all the land in said boundary."

PARCEL 3

Certain tracts or parcels of land lying and being on the waters of Wolf Pen Branch of the Right Hand Fork of Brushy Creek, a tributary of Johns Creek, Pike County, Kentucky, and more particularly bounded and described as follows:

Beginning on a Beech near the Branch standing on the west side of the branch thence crossing said branch to the mouth of a drean thence up said drean to the Johns Bevins Back line thence south to a marked hickory corner of the Bevins line thence southeast to three chestnut oaks near a ledge of Rocks thence west to a white oak standing on a point up from Bob Smith thence north to a white oak on top of the knob thence west with hi ground of ridge out to a point thence north down center of said point to a black jack corner thence a straight line down the hill to two marked rocks in a little drean thence north to a marked dogwood corner thence east down the Hill to a marked dogwood near the Branch thence down the Branch to a marked Beech the Beginning corner.

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PARCEL 4

A certain parcel of land lying in Pike County, Kentucky, on Brushy Creek, a tributary of Johns Creek, containing twenty-five (25) acres more or less, and being more particularly bounded and described as follows:

Beginning on a planted stone, on the line of Harrison Smith and the Grantor near the Joe Ray Road, thence running down the hill Ollie Muncy (sic) a chestnut near the branch; thence crossing the branch to a dogwood; thence running up the hill with the high ground to a maple and a hickory; thence with David Adams line to a double chestnut, corner to Dr. Craft line; thence with said Craft line, crossing the hollow; thence to county roads; thence running with county road back to the beginning.

PARCEL 5

Those certain surface tracts or parcels of land lying and being on the waters of Bent Branch a tributary of Johns Creek, Pike County, Kentucky, being more particularly bounded and described as follows:

BEGINNING at the 1200' elevation in the center of the hollow on the line of Donna Lee Stratton property; thence up the center of the hollow with Donna Lee Stratton line to the top of the hill to a planted stone marked X, located 12 feet, more or less, to the left of an oak stub and adjoining the Blackburn heirs (now Alma Land Company) property line; thence turning right handed and running along the ridge with said Blackburn heirs property line in a north-easterly direction to the Owen T. Young property; thence running down the point with the said Owen T. Young property line to the 1200' elevation, thence binding on the 1200' elevation back to the beginning.

PARCEL 6

Certain tracts or parcels of land lying and being on the waters of King Camp Branch of Brushy Creek, a tributary of Johns Creek, Pike County, Kentucky, and more particularly bounded and described as follows:

TRACT# 1

BEGINNING above Sam Robinette's house at a marked stone near the branch on the left hand side of said branch going up same; thence up the hill to a marked dogwood with three hacks on each side; thence up the hill to a marked chestnut; thence to top of point to a marked maple at J. Mont Bevins' line; thence the point with said J. Mont Bevins line to top of knob; thence down the hill with said Bevins' line to a marked cucumber; the corner between A. C. Elswick and J. Mont Bevins; thence down the hill with said Elswick's line to a marked stone; thence down the branch to the BEGINNING.

TRACT# 2

BEGINNING on marked stone on the right of the brach as going up thence running quarteringly up the right hand side of the branch to the back of the first branch to a marked stone; thence with back of the branch to another marked stone; thence a straight line up the right hand side of the branch to a marked dogwood at the fence; thence a straight line to top of the hill binding on Richard Bevins' line to J. Mont Bevins' line; thence around the top of the hill with said Bevins line to a hickory; thence with said Bevins lie to a marked cucumber; thence a straight line from the cucumber to a marked stone, the BEGINNING.

TRACT# 3

BEGINNING at the corner of Sam Robinette's fence; thence running around the hill a straight line to Scaley hickory, or a mark on a ledge of rock; thence a straight line down the hill to the

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branch; thence up with said branch to a marked stone near the branch; thence a straight line up the hill to another marked stone at the road; thence down the creek with the road about 25 yards more or less, to a mulberry on the upper side of the road, thence a straight line up the hill to the BEGINNING.

PARCELS 1 – 6: Being land conveyed in a Deed from Alma Land Company to Brushy Development Corporation dated September 2, 2016 and recorded in the Pike County Clerk's office on September 2, 2016 in Book 1041 Page 680.

PARCEL 7

Tract No. 2

10 acres Bent Branch of Johns Creek and also a portion on the Brushy side of Johns Creek, beginning on a chestnut oak on top of the point between Bent Branch and Tom Bevins Branch near the haul road; thence up the point N 25 E 22 poles to a white oak on the point N 50 E 24 poles to a chestnut, former corner tree N 25 E 24 poles to a stake N 32 E 26 poles to a water oak North 8 poles to a beech and three white walnuts in gap on a line of a survey made for Fred Smith, and running with same S 63 W 76 poles to a chestnut oak on top of ridge S 80 W poles to a white oak and red oak in a gap S 39 E 51 poles to the beginning.

Tract No. 3

BEGINNING center of branch; then to iron stake a straight line to a mark beech at foot of point then to a white oak on flat, thence running with high ground of point to top of ridge: thence turning right with top of said ridge beginning Tract No. 2 then running top of ridge around the head of left hand fork to said ridge to said fork point with high ground of said fork point to right hand branch and crossing the right hand branch; then running up the hill on left hand side coming down branch to my back line; thence down a slick road dreaan to branch; thence down branch to beginning iron stake.

Being Tract 2 and Tract 3 in a Special Warranty Deed from Quest Energy Inc. to Brushy Development Corporation dated April 11, 2016 and recorded in the Pike County Clerk's office on May 27, 2016 in Book 1038 Page 378.

PARCEL 8

That certain tract or parcel of land lying and being on the waters of Road Fork of Brushy Creek, a tributary of Johns Creek, Pike County, Kentucky, more particularly bounded and described as follows:

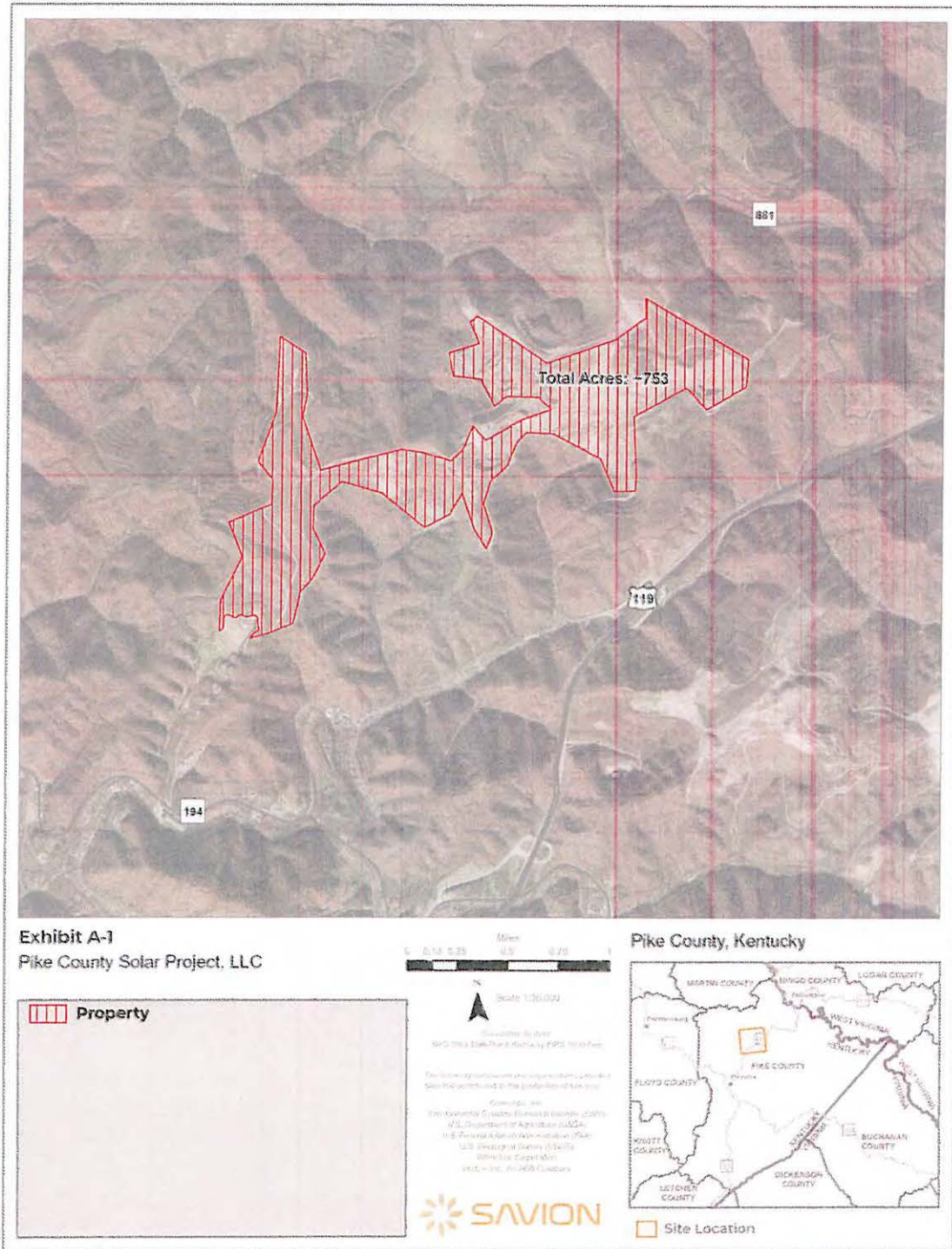
Beginning on the double chestnuts between Road Fork of Brushy and Dry Branch; thence a line with George Maynards land to top of ridge at a chestnut oak and pine; thence with Bob Smiths and J. A. Pinson and Thomas Pinson's line to a chestnut oak and K. F. Leslie's line; thence with the Ford heirs line to David Adams line; thence with top of ridge to the top of the Pine Mountain; thence down the ridge between Road Fork of Brushy and Dry Branch to the Beginning Corner.

Being land conveyed in a Deed from Appalachian Land Company to Brushy Development Corporation dated September 2, 2016 and recorded in the Pike County Clerk's office on September 2, 2016 in Book 1041 Page 676.

REDACTED

EXHIBIT "A-1"

MAP GENERALLY DEPICTING THE PROPERTY



REDACTED

EXHIBIT "B"

LEASES, EASEMENTS, ENCUMBRANCES AND OTHER GRANTS

Reclamation Permit Numbers: 898-0881; 898-0882; 898-0883, and all reclamation activities associated therewith.

Any express or implied rights of mineral owners (exclusive of Lessor and its affiliates) to use the surface of the Property to explore for, produce and transport minerals underlying the surface of the Property.

REDACTED

EXHIBIT "C"

MEMORANDUM OF OPTION AND SOLAR ENERGY LEASE

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MEMORANDUM OF OPTION AND SOLAR ENERGY LEASE

THIS MEMORANDUM OF OPTION AND SOLAR ENERGY LEASE (this "*Memorandum*") is dated effective as of the date of execution hereby by the final party to sign this Memorandum (the "*Effective Date*") by and between Brushy Development Corporation, a Kentucky corporation ("*Lessor*"), whose address is 164 Main Street, Pikeville, KY 41501, and Pike County Solar Project, LLC, a Delaware limited liability company ("*Lessee*"), whose address is 422 Admiral Boulevard, Kansas City, MO 64106, with reference to the following recitals:

A. Lessor owns the surface of that certain real property (including all air space thereof) described on Exhibit "A" attached hereto (the "*Property*"), which Property is located in the County of Pike, in the Commonwealth of Kentucky.

B. Lessor and Lessee (together, the "*Parties*" and each a "*Party*") have entered into that certain unrecorded Option and Solar Energy Lease dated of even date herewith (the "*Lease*"), which affects the Property.

C. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and Lessee's rights thereunder. Capitalized terms used and not defined herein have the meaning given the same in the Lease.

NOW, THEREFORE, for and in consideration the promises, covenants and agreements of the Parties contained in the Lease and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose of Lease.** Lessee shall have a right of access during the Development Term (defined in the Lease) for performing certain due diligence, as set forth below, and possession of the Property during the Extended Term (defined in the Lease) for the exclusive right for solar energy conversion and energy storage, for the collection and transmission of electric power, and for related and incidental purposes and activities (collectively, "*Solar Operations*"), to be conducted in such locations on the Property as Lessee may determine, and whether accomplished by Lessee or a third party authorized by Lessee, including, without limitation:

1.1 During the Development Term, determining the feasibility of solar energy conversion and energy storage on the Property or on neighboring lands, including conducting studies of solar radiation, soils, and other meteorological and geotechnical data, and installing temporary meteorological masts and solar energy measurement equipment;

1.2 During the Extended Term, developing, constructing, reconstructing, erecting, enlarging, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells/panels and related facilities necessary to harness sunlight for photovoltaic energy generation, storage, and collection, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight and storing the same, and associated support structure, braces, wiring, plumbing, and related equipment, and necessary storage buildings ("**Solar Energy Facilities**"), (ii) facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission and sale of electricity and for communications in connection with the Solar Energy Facilities, including, without limitation, the following, at such locations as Lessee shall determine that are developed, constructed and/or operated on the Property and/or on property to be acquired by leasehold or by fee purchase, by or on behalf of Lessee: underground and/or overhead distribution, collection and transmission lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, circuit breakers, transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment (collectively, the "**Transmission Facilities**"), (iii) meteorological masts and solar energy measurement equipment, (iv) control buildings, control boxes and computer monitoring hardware, (v) utility lines and installations, (vi) safety protection facilities, (vii) laydown areas and maintenance yards, (viii) roads, bridges, culverts, and erosion control facilities, (ix) signs, fences, and gates, (x) maintenance, operations and administration buildings, and (xi) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity (all of the foregoing, including the Solar Energy Facilities and Transmission Facilities, collectively a "**Solar Energy System**");

1.3 During the Extended Term, using any existing hydrant or water well or drilling, digging and excavating one or more wells on the Property, all at Lessee's sole cost and expense, for use during construction activities and routine maintenance operations, including, but not limited to, washing solar panels and spraying down dusty roads in connection with construction, servicing, operating and maintaining the Solar Energy System that is located on the Property, including the right to tap into (at Lessee's sole cost and expense under a separate meter) any municipal, township, county, or other public water service;

1.4 During the Extended Term, removing, trimming, pruning, topping, clearing, or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence, engineering works, or other object, on or that intrudes (or upon maturity could intrude) into the Property that could obstruct, interfere with or impair the Solar Energy System or the use of the Property intended by Lessee hereunder, provided, however, that the overall drainage off the property remain materially unaffected if any portion of the Property is utilized for agricultural purposes, and provided further that, Lessee's removal of any such improvements or structures having salvage value (as reasonably determined by Lessee) shall be coordinated with Lessor, and if so elected by Lessor within ten (10) days after notice from Lessee that any such

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improvement or structure must be removed, Lessor shall have a fifteen (15) day period to remove any such improvement at Lessor's expense. In the event Lessor fails to respond in writing to Lessee in such ten (10) day period, or Lessor elects not to remove or fails to remove any such improvements or structures within such fifteen (15) day period, Lessee may remove and dispose of such improvements or structures at Lessee's expense, and Lessee shall have no liability to Lessor relating to the removal and disposal thereof;

1.5 A non-exclusive easement for vehicular and pedestrian access, ingress and egress to, from and over the Property, at such locations as Lessee shall determine, for purposes related to or associated with the Solar Energy System installed or to be installed on the Property or adjacent property, which, without limiting the generality of the foregoing, shall entitle Lessee to use, improve and widen any existing and future roads and access routes on the Property or construct such roads as Lessee may reasonably determine necessary from time to time located on the Property;

1.6 Undertaking any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, helpful, appropriate, convenient or cost-effective in connection with, incidental to or to accomplish any of the foregoing purposes, including conducting surveys and soils, environmental, biological, cultural and other tests and studies.

Notwithstanding the foregoing in this Section 1, during the Development Term (defined in the Lease), Lessee's rights with respect to the Property are limited to those rights necessary for Lessee to conduct feasibility and other due diligence analysis and studies with respect to the Property, including access to the Property for purposes thereof, and Lessee shall not be permitted to commence construction of any Solar Energy System on any portion of the Property (other than meteorological and solar and radiation measurement, monitoring and recording equipment and facilities) unless and until Lessee has exercised the Lease Extension Option (defined in the Lease) with respect to such portion of the Property. Lessee's exercise of the Lease Extension Option shall memorialize the end of the Development Term and the exercise of the Option to enter into the commencement of the Extended Term (as defined in the Lease), upon which Lessee shall be conferred the right, but not the obligation, for Lessee to construct and operate the Solar Energy System.

2. Among other things, this Lease includes the exclusive right and easement on, over and across the Property for the free and unobstructed flow of sunlight resources, together with the exclusive right to (i) develop, use, convert, maintain and capture such sunlight, (ii) convert solar energy into electrical energy and (iii) derive and keep all credits and income therefrom (subject to the payment of Rent to Lessor, as set forth below).

3. The Lease shall initially be for a term of four (4) years commencing on the Effective Date and ending on _____, 2024. Lessee shall have the right and option to extend the term of the Lease for one additional period of thirty (30) years, upon the terms set forth in the Lease. Additionally, Lessee shall have the right to renew the Extended Term for two (2) additional five (5) year periods.

4. Any Solar Energy System constructed on the Property shall at all times remain the property of Lessee and shall not be deemed to be fixtures and (ii) Lessor shall have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law) in any Solar Energy System installed on the Property, or in any profits or income derived therefrom.

REDACTED

5. Neither Lessor nor any of its tenants, licensees, contractors, invitees, agents, assigns or anyone else obtaining rights from Lessor shall, currently or prospectively, interfere with, impair, delay or materially increase the cost of any of Lessee's Solar Operations (whether conducted on the Property or elsewhere), or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Lessee hereunder. Without limiting the generality of the foregoing, neither Lessor nor anyone obtaining rights from or acting with the permission of Lessor shall (a) interfere with or impair the free, unobstructed and natural availability of sunlight over or across the Property (whether by planting trees, constructing structures, or otherwise), or the lateral or subjacent support for the Solar Energy System or (b) engage in any other activity on the Property or elsewhere that might cause a decrease in the output, efficiency or longevity of the Solar Energy System.

6. The Lease is for the additional purposes, is of the nature, and is subject to the requirements and limitations, set forth therein. The Lease also contains various other covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, termination of the Lease, quiet enjoyment, restoration of the Property, assignment and lender protections.

7. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

8. The Property shall be held, conveyed, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in the Lease and herein, which shall run with the Property and each portion thereof and interest therein as equitable servitudes, and shall be binding upon and inure to the benefit of the Parties and each sublessee and any other person and entity having any interest therein during their ownership thereof, and their respective sublessees, grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

9. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

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

REDACTED

LESSEE:

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

By: _____

Name: _____

Title: _____

Address: 422 Admiral Boulevard
Kansas City, MO 64106

STATE OF _____)
) ss.
COUNTY OF _____)

Be it remembered that on this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, to me personally known, who being by me duly sworn did say that he is _____ of Pike County Solar Project, LLC, a Delaware limited liability company, and that the within instrument was signed and sealed on behalf of said Pike County Solar Project, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires: _____

Notary Public in and for said County and State

[SEAL]

Print Name: _____

REDACTED

PREPARED BY AND
AFTER RECORDING, RETURN TO:

Aaron Lipscomb
c/o Pike County Solar Project, LLC
422 Admiral Boulevard
Kansas City, MO 64106

REDACTED

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF PIKE, COMMONWEALTH OF KENTUCKY:

SEVEN HUNDRED AND FIFTY-THREE (753) ACRES, MORE OR LESS, CONTAINED WITHIN THE PROJECT BOUNDARY AS DEPICTED ON EXHIBIT A-1 AND LYING WITHIN THE FOLLOWING DESCRIBED REAL PROPERTY:

PARCEL 1

Lying and being on the First Fork of Bent Branch of Johns Creek, Pike County, Kentucky, bounded and described as follows:

BEGINNING at the conditional corner between Robert Smith and J. A. Pinson and the within tract with the conditional line between J. A. Pinson and Thomas Pinson, Sr. up a drain to the top of the point; then up the ridge with the line of Tom Pinson, Sr., and continuing with said line around the head of said fork to Robert Smith's line; thence with Smith's line down the hill to the beginning.

PARCEL 2

Certain tracts or parcels of land lying and being on the waters of Wolf Pen Fork of the Right Hand Fork of Brushy Creek, a tributary of Johns Creek, Pike County, Kentucky, and more particularly bounded and described as follows:

"BEGINNING at the forks of Wolf Pen Branch and running with Alex. Ray's line to two marked dogwoods; thence with said Alex. rays line up the point to a marked black jack corner between Alex. Ray and Elizabeth Murphy's; thence up center of point to top of hill; thence around the ridge with Joe Ray's line to a white oak and walnut; thence with Bevins survey opposite a knob; thence up a knob opposite it the forks of the branch; thence down the point with high ground to a cross fence; thence to a dogwood; thence with cross fence to a sourwood near the branch; thence to the branch to the beginning corner the forks of said branch so as to contain all the land in said boundary."

PARCEL 3

Certain tracts or parcels of land lying and being on the waters of Wolf Pen Branch of the Right Hand Fork of Brushy Creek, a tributary of Johns Creek, Pike County, Kentucky, and more particularly bounded and described as follows:

Beginning on a Beech near the Branch standing on the west side of the branch thence crossing said branch to the mouth of a dreaen thence up said dreaen to the Johns Bevins Back line thence south to a marked hickory corner of the Bevins line thence southeast to three chestnut oaks near a ledge of Rocks thence west to a white oak standing on a point up from Bob Smith thence north to a white oak on top of the knob thence west with hi ground of ridge out to a point thence north down center of said point to a black jack corner thence a straight line down the hill to two marked rocks in a little dreaen thence north to a marked dogwood corner thence east down the Hill to a marked dogwood near the Branch thence down the Branch to a marked Beech the Beginning corner.

REDACTED

PARCEL 4

A certain parcel of land lying in Pike County, Kentucky, on Brushy Creek, a tributary of Johns Creek, containing twenty-five (25) acres more or less, and being more particularly bounded and described as follows:

Beginning on a planted stone, on the line of Harrison Smith and the Grantor near the Joe Ray Road, thence running down the hill Ollie Muncy (sic) a chestnut near the branch; thence crossing the branch to a dogwood; thence running up the hill with the high ground to a maple and a hickory; thence with David Adams line to a double chestnut, corner to Dr. Craft line; thence with said Craft line, crossing the hollow; thence to county roads; thence running with county road back to the beginning.

PARCEL 5

Those certain surface tracts or parcels of land lying and being on the waters of Bent Branch a tributary of Johns Creek, Pike County, Kentucky, being more particularly bounded and described as follows:

BEGINNING at the 1200' elevation in the center of the hollow on the line of Donna Lee Stratton property; thence up the center of the hollow with Donna Lee Stratton line to the top of the hill to a planted stone marked X, located 12 feet, more or less, to the left of an oak stub and adjoining the Blackburn heirs (now Alma Land Company) property line; thence turning right handed and running along the ridge with said Blackburn heirs property line in a north-easterly direction to the Owen T. Young property; thence running down the point with the said Owen T. Young property line to the 1200' elevation, thence binding on the 1200' elevation back to the beginning.

PARCEL 6

Certain tracts or parcels of land lying and being on the waters of King Camp Branch of Brushy Creek, a tributary of Johns Creek, Pike County, Kentucky, and more particularly bounded and described as follows:

TRACT# 1

BEGINNING above Sam Robinette's house at a marked stone near the branch on the left hand side of said branch going up same; thence up the hill to a marked dogwood with three hacks on each side; thence up the hill to a marked chestnut; thence to top of point to a marked maple at J. Mont Bevins' line; thence the point with said J. Mont Bevins line to top of knob; thence down the hill with said Bevins' line to a marked cucumber; the corner between A. C. Elswick and J. Mont Bevins; thence down the hill with said Elswick's line to a marked stone; thence down the branch to the BEGINNING.

TRACT# 2

BEGINNING on marked stone on the right of the brach as going up thence running quarteringly up the right hand side of the branch to the back of the first branch to a marked stone; thence with back of the branch to another marked stone; thence a straight line up the right hand side of the branch to a marked dogwood at the fence; thence a straight line to top of the hill binding on Richard Bevins' line to J. Mont Bevins' line; thence around the top of the hill with said Bevins line to a hickory; thence with said Bevins lie to a marked cucumber; thence a straight line from the cucumber to a marked stone, the BEGINNING.

TRACT# 3

BEGINNING at the corner of Sam Robinette's fence; thence running around the hill a straight line to Scaley hickory, or a mark on a ledge of rock; thence a straight line down the hill to the

REDACTED

branch; thence up with said branch to a marked stone near the branch; thence a straight line up the hill to another marked stone at the road; thence down the creek with the road about 25 yards more or less, to a mulberry on the upper side of the road, thence a straight line up the hill to the BEGINNING.

PARCELS 1 – 6: Being land conveyed in a Deed from Alma Land Company to Brushy Development Corporation dated September 2, 2016 and recorded in the Pike County Clerk's office on September 2, 2016 in Book 1041 Page 680.

PARCEL 7

Tract No. 2

10 acres Bent Branch of Johns Creek and also a portion on the Brushy side of Johns Creek, beginning on a chestnut oak on top of the point between Bent Branch and Tom Bevins Branch near the haul road; thence up the point N 25 E 22 poles to a white oak on the point N 50 E 24 poles to a chestnut, former corner tree N 25 E 24 poles to a stake N 32 E 26 poles to a water oak North 8 poles to a beech and three white walnuts in gap on a line of a survey made for Fred Smith, and running with same S 63 W 76 poles to a chestnut oak on top of ridge S 80 W poles to a white oak and red oak in a gap S 39 E 51 poles to the beginning.

Tract No. 3

BEGINNING center of branch; then to iron stake a straight line to a mark beech at foot of point then to a white oak on flat, thence running with high ground of point to top of ridge: thence turning right with top of said ridge beginning Tract No. 2 then running top of ridge around the head of left hand fork to said ridge to said fork point with high ground of said fork point to right hand branch and crossing the right hand branch; then running up the hill on left hand side coming down branch to my back line; thence down a slick road dreaan to branch; thence down branch to beginning iron stake.

Being Tract 2 and Tract 3 in a Special Warranty Deed from Quest Energy Inc. to Brushy Development Corporation dated April 11, 2016 and recorded in the Pike County Clerk's office on May 27, 2016 in Book 1038 Page 378.

PARCEL 8

That certain tract or parcel of land lying and being on the waters of Road Fork of Brushy Creek, a tributary of Johns Creek, Pike County, Kentucky, more particularly bounded and described as follows:

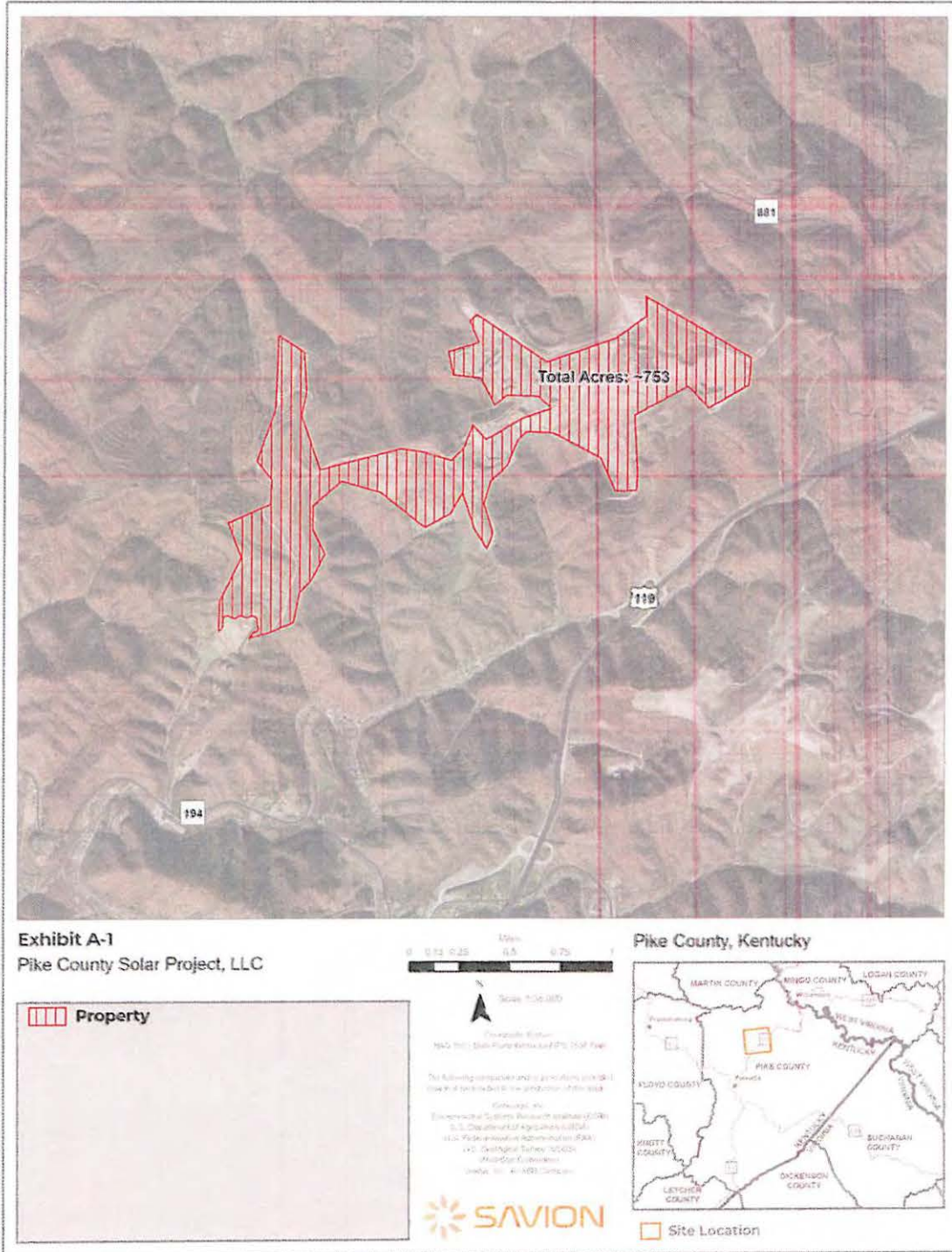
Beginning on the double chestnuts between Road Fork of Brushy and Dry Branch; thence a line with George Maynards land to top of ridge at a chestnut oak and pine; thence with Bob Smiths and J. A. Pinson and Thomas Pinson's line to a chestnut oak and K. F. Leslie's line; thence with the Ford heirs line to David Adams line; thence with top of ridge to the top of the Pine Mountain; thence down the ridge between Road Fork of Brushy and Dry Branch to the Beginning Corner.

Being land conveyed in a Deed from Appalachian Land Company to Brushy Development Corporation dated September 2, 2016 and recorded in the Pike County Clerk's office on September 2, 2016 in Book 1041 Page 676.

REDACTED

EXHIBIT "A-1"

MAP GENERALLY DEPICTING THE PROPERTY



FIRST AMENDMENT TO OPTION AND SOLAR ENERGY LEASE

THIS FIRST AMENDMENT TO OPTION AND SOLAR ENERGY LEASE (this "**Amendment**"), dated as of the last Party to sign the Amendment ("**Amendment Date**") is entered into by and between Brushy Development Corporation, a Kentucky Corporation ("**Lessor**"), and Pike County Solar Project, LLC, a Delaware limited liability company ("**Lessee**") (Lessor and Lessee together, the "**Parties**," and each a "**Party**").

WHEREAS, Lessor and Lessee, entered into that certain Solar Energy Lease dated effective as of March 26, 2020 (the "**Lease**"), notice of which is imparted by that certain Memorandum of Solar Energy Lease dated March 26, 2020 and recorded June 30, 2020 in Book 61, Pages 152-163 in the official public records of Pike County, in the Commonwealth of Kentucky, wherein Lessor agreed to lease to Lessee the real property described therein; and

WHEREAS, Lessor and Lessee desire to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Term. Section 4 of the Lease shall be revoked and replaced with the following:

This Lease shall initially be for a term (the "**Development Term**") commencing on the Effective Date and ending on the sooner to occur of (a) six (6) years after the Effective Date, or (b) the date on which the Extended Term commences with respect to all or a particularly specified portion (containing, at a minimum, Five Hundred (500) contiguous acres) of the Property. Lessee shall have the right and option (the "**Lease Extension Option**") to extend the term of this Lease with respect to all or a particularly specified portion (containing, at a minimum, Five Hundred (500) contiguous acres) of the Property for a single thirty (30) year period (the "**Extended Term**") by giving Lessor written notice of such extension at any time prior to the expiration of the Development Term, along with a survey and legal description of such portion of the Property with respect to which the Extended Term is being exercised (the "**Extended Term Property**", whereupon the Extended Term shall commence (and the Development Term shall end) with respect to the Extended Term Property on the date specified in such notice, which date shall in any event not be later than the expiration of the Development Term (the "**Extended Term Commencement Date**"). Lessee agrees that if Lessee exercises the Lease Extension Option, the Extended Term Property will contain, at a minimum, Five Hundred (500) contiguous acres. For purposes of this Lease, if the Extended Term Commencement Date does not fall on January 1st, the first year of the Extended Term shall be the remainder of the calendar year in which Lessee exercises the Lease Extension Option (with Rent and all other annual payments being prorated during such partial year to include prorated credit for Development Term Rent for the remainder of such partial year) and the first full calendar year thereafter (with Rent and all other annual payments being made for such first full calendar year of the Extended Term and every year thereafter as provided in Section 5.3 below). If Lessee so

REDACTED

requests, the Parties shall promptly execute and record a supplemental memorandum of this Lease setting forth the expiration date of the Extended Term, and to the extent Lessee has exercised the Lease Extension Option with respect to less than all of the Property, then, upon the expiration of the Development Term, Lessee shall release from this Lease any such portions of the Property not constituting the Extended Term Property. Lessee shall have the right to renew the Lease (as to the Extended Term Property) for two additional five (5) year periods (the "**Renewal Term**") on the same terms and conditions as this Lease.

2. Anti-Corruption. The following Section 11.18 is hereby added to the Lease:

"11.18 Anti-corruption. For the purposes of this Lease, "Anti-Corruption Laws" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; and (b) all applicable federal, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

Each Party represents, warrants, and covenants that in connection with this Lease and the business resulting therefrom: (i) it is aware of and will comply with Anti-Corruption Laws; (ii) whether directly or indirectly, it has not made, offered, authorized, or accepted and will not make, offer, authorize, or accept any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws; (iii) it has maintained and will maintain adequate policies and procedures to comply with Anti-Corruption Laws or, alternatively, has made itself aware of and shall adhere to the Shell General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values); (iv) it has maintained and will maintain adequate internal controls, including but not limited to using reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; (v) it will, to its knowledge, retain such books and records for the period required by Applicable Law or a Party's own retention policies, whichever is longer; (vi) in the event a Party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other Party, subject to the preservation of legal privilege; (vii) it has used and will use reasonable efforts to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph; and (viii) only a Party (and not its Affiliates or a third party) shall make payments to the other Party, except with that other Party's prior written consent. Subject to the preservation of legal privilege, during the term of this Lease and for seven (7) years thereafter and on reasonable notice, each Party shall have a right, at its expense, and the other Party shall take reasonable steps to enable this right, to audit the other Party's relevant books and records with respect to compliance with this paragraph. Nothing in this Lease shall require a Party to perform any part of this Lease or take any actions if, by doing so, the Party would not comply with the Anti-Corruption Laws. The obligations in this paragraph shall survive the termination or expiry of this Lease."

REDACTED

3. Exhibit "A" and Exhibit "A-1". Exhibit "A" and Exhibit "A-1" are revoked and replaced with the Exhibit "A" and Exhibit "A-1" attached hereto. Within thirty (30) days of the Amendment Date, the Parties agree that Lessee shall a prorated amount from the Amendment Date, based on the basis of a 365-day year for the 878 acres added to the Lease pursuant to this Amendment ("**Prorated Payment**"). Lessee shall thereafter make payments under Section 5 of the Lease.

4. Ratification; No Other Changes. Unless expressly amended hereby all other terms and conditions contained in the Lease shall remain unchanged and in full force and effect, and the Lease is hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and the Lease, the provisions of this Amendment shall govern and control. This Amendment shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which, collectively, shall be deemed to constitute one and the same Amendment. This Amendment may also be executed by facsimile signature.

[REMAINDER OF PAGE IS BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Lessee has executed and delivered this Amendment.

LESSEE:

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

By:




Aaron Lipscomb, Authorized Person

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Be it remembered that on this 6th day of September, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Aaron Lipscomb, to me personally known, who being by me duly sworn did say that he is an Authorized Person of Pike County Solar Project, LLC, a Delaware limited liability company, and that the within instrument was signed and sealed on behalf of said Pike County Solar Project, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:



Notary Public in and for said County and State

[SEAL]

Print Name: Clifton Lee Nix II

CLIFTON LEE NIX II
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Jan. 10, 2025
Commission #21672121

LESSEE (continued)

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

By: [Signature]

Name: Rod Northway

Title: Authorized Person

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Be it remembered that on this 6th day of Sep., 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Rod Northway, to me personally known, who being by me duly sworn did say that he is an Authorized Person of Pike County Solar Project, LLC, a Delaware limited liability company, and that the within instrument was signed and sealed on behalf of said Pike County Solar Project, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

[Signature]
Notary Public in and for said County and State

[SEAL]

Print Name: Clifton Lee Nix II

CLIFTON LEE NIX II
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Jan. 10, 2025
Commission #21672121

REDACTED

IN WITNESS WHEREOF, Lessor has executed and delivered this Amendment.

LESSOR:

BRUSHY DEVELOPMENT CORPORATION

By: Ryan Johns

Name: Ryan Johns

Title: Vice President

STATE OF Kentucky)
) ss.
COUNTY OF Pike)

BE IT REMEMBERED that on this 24th day of August, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ryan Johns, to me personally known, who being by me duly sworn did say that they are the Vice President of the Brushy Development Corporation, a Kentucky Corporation, and that the within instrument was signed and delivered on behalf of said trust by authority thereof, and acknowledged said instrument to be the free act and deed of said corporation for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

My Commission Expires:

04/20/2025

[SEAL]

Lisa M. Eagle

Notary Public in and for said County and State

Print Name: Lisa M. Eagle

ID: KYNP25773



REDACTED

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF PIKE, STATE OF KENTUCKY:

1682 ACRES, MORE OR LESS, AS GENERALLY DEPICTED ON EXHIBIT A-1 AND LYING WITHIN THE FOLLOWING DESCRIBED REAL PROPERTY:

Pike County Map Number

092-00-00-016.00
092-00-00-016.01
092-00-00-017.00
092-00-00-018.00
092-00-00-029.00
092-00-00-030.00
092-00-00-031.00
092-00-00-032.00
092-00-00-035.01
108-00-00-009.00
108-00-00-010.00
108-00-00-011.00
108-00-00-034.00
108-00-00-038.00
108-00-00-039.00
108-00-00-044.00
108-00-00-063.00
108-00-00-063.01

Being land conveyed to Brushy Development Corporation by deed from Alma Land Company dated September 2, 2016 and recorded in the Pike County Clerk's Office on September 2, 2016 in Book 1041 page 680.

Pike County Map Number

092-00-00-035.00

Being land conveyed to Brushy Development Corporation by deed from Appalachian Land Company dated September 2, 2016 and recorded in the Pike County Clerk's Office on September 2, 2016 in Book 1041 page 676.

