

Appendix C

Property Legal

COLLECTION FACILITIES AND ACCESS EASEMENT AGREEMENT

THIS COLLECTION FACILITIES AND ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of 1/11/2023 (the "**Effective Date**") by and between SNS RENTALS, LLC, a Kentucky limited liability company, whose address is P.O. Box 466, Springfield, Kentucky 40069 ("**Grantor**") and Northern Bobwhite Solar LLC, a Delaware limited liability company, whose address is 15445 Innovation Drive, San Diego, California 92128 ("**Grantee**"). Grantor and Grantee are also each hereinafter referred to individually as a "**Party**" or, collectively, the "**Parties**".

RECITALS

A. Grantor owns certain real property located in Marion County, Kentucky, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "**Property**").

B. Grantee requires an easement for ingress, egress and roadway use and for the installation, operation, maintenance and removal of the Collection Facilities (as defined below) on, over, under, above and across the Property.

C. Grantor has agreed to grant Grantee and its successors and assigns, easements for the installation, construction, operation, use, maintenance, repair, replacement, relocation and removal of Collection Facilities (as defined below) and for the construction, use and operation of roads on, over, and across a portion of the Property for use by Grantee and Grantee's agents, representatives, employees, contractors, subcontractors, tenants, licensees, invitees, successors and assigns upon the terms and conditions contained herein.

AGREEMENT

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

1. **GRANT OF EASEMENT.**

1.1. **Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive fifty (50) foot wide easement (together with any other easement rights granted hereunder, the "**Easements**") in gross, on, over, under and across the portion of the Property as more particularly described on Exhibit B and depicted on Exhibit C attached hereto (the "**Easement Area**"), for the Term (as defined below), for (a) vehicular (including heavy construction equipment and cranes) and pedestrian ingress and egress by Grantee and Grantee's affiliates and each of their respective agents, representatives, employees, contractors, subcontractors, tenants, licensees and invitees, and (b) the installation, construction, operation, use, maintenance, repair, replacement, relocation and removal of underground transmission and collection lines, cables, wires, fiber, conduit, and related equipment and facilities for transmitting electric energy, whether or not such energy is generated by Grantee or affiliates of Grantee (collectively, the "**Collection Lines**"). Additionally, Grantor hereby grants Grantee, upon written consent of Grantor, which shall not be unreasonably withheld, conditioned, or delayed, the right to build, use and maintain a temporary road over and across the Easement Area for the purpose of construction of the Collection Lines, which temporary road shall be removed by Grantee upon completion of such construction. The easements and other rights granted by Grantor in this Agreement are an easement in gross for the benefit of Grantee and Grantee's successors and assigns. The easements and other rights granted by Grantor in this Agreement are independent of any lands or estates or interest in lands. It is hereby mutually understood and agreed upon that the aforementioned Easement Area metes and bounds description shall be determined by a licensed engineer or licensed surveyor. Further, the metes and bounds legal description determined thereby, shall be mutually agreed upon by Grantor and Grantee with the expenses of said licensed engineer or licensed surveyor being borne exclusively by Grantee; provided, that Grantor shall approve such legal

description that describes the Easement Area generally depicted on Exhibit C and otherwise confirms with this terms of this Agreement.

1.2. Term.

(a) Generally. The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall terminate upon the earlier of: (a) the date operations of the Easements and/or Project(s) (as defined below) permanently cease or (b) the date this Agreement is terminated as permitted herein or by operation of law.

(b) Commencement of Construction Date Deadline. In the event the Commencement of Construction Date (as defined below) has not commenced prior to December 31, 2023, the Easement Payments shall be paid as set forth in Section 3 below, and Grantee may extend the Commencement of Construction Date per Section 3 below.

2. **PURPOSE; ABANDONMENT.** Grantee and its agents, representatives, employees, contractors, subcontractors, tenants, licensees, invitees, successors and assigns may use the Easements for: (a) the development, installation, construction, improvement, reconstruction, removal, relocation and replacement, and the use, maintenance, repair and operation of underground transmission and collection lines, cables, wires, fiber, conduit, and related equipment and facilities for transmitting electric energy whether or not such energy is generated by Grantee or affiliates of Grantee; and (b) ingress and egress to and from the Collection Facilities (as defined below) located on the Easement Area owned by Grantor by means of existing roads and lanes on the Easement Area or by such route or routes as Grantee may construct from time to time, upon written consent of Grantor, which shall not be unreasonably withheld, conditioned or delayed. The improvements, roads, facilities, machinery and equipment described in this Section are collectively defined as the "**Collection Facilities.**" Without limiting the generality of the foregoing, the Easements shall entitle Grantee and its agents, representatives, employees, contractors, subcontractors, tenants, licensees, invitees, successors and assigns to use and improve any existing and future utility routes from time to time located on or providing access to any energy generation project(s) owned by Grantee or its successors or assigns ("**Project(s)**"). No act or failure to act on the part of Grantee or the holder of any interest in the Easements shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed or release specifically conveying the Easements back to Grantor. Nonuse of the Easements shall not prevent the future use of the entire scope thereof in the event the same is needed. Notwithstanding the aforementioned, it is hereby mutually understood that Grantee's failure to use the Collection Facilities within the Easement Area after completion of construction for twenty-four (24) consecutive months shall be, and hereby is, deemed to constitute an abandonment, surrender or termination thereof, thereby terminating the validity and effectiveness of such Agreement. Use of or improvement to any portion of the Easement Area by Grantee or its successors or assigns pursuant to this Agreement shall not, separately or in the aggregate, constitute an overburdening of the Easements.

3. **PAYMENTS TO GRANTOR.** As payment and consideration for the Easements and all other rights granted to Grantee by Grantor pursuant to this Agreement, Grantee shall pay Grantor as follows:

3.1. Signing Bonus. Grantee shall make a [REDACTED] within thirty (30) days after the Effective Date (the "**Signing Bonus**").

3.2. Easement Payments. Within sixty (60) days after the Effective Date, Grantee shall pay Grantor an initial payment [REDACTED] (the "**Initial Easement Payment**"), and (ii) within sixty (60) days after the Commencement of Construction Date (as defined below), Grantee shall pay Grantor a final payment in the amount of [REDACTED] (the "**Final Easement Payment**"), or as provided in Section 3.3 below. For purposes of this Agreement, the "**Commencement of Construction Date**" shall mean the date that is the earlier of December 31, 2023, or the date that Grantee commences construction on the Easement Area for the Collection Facilities. The

Initial Easement Payment and the Final Easement Payment shall collectively be referred to as the **"Easement Payments"**.

3.3. Commencement of Construction Date Extension Fee. In the event the Commencement of Construction Date does not occur prior to December 31, 2023, Grantee shall either pay the Final Easement Payment set forth in Section 3.2 above with no further payment obligations, or the First Extension Fee, the Second Extension Fee, or the Third Extension Fee (as applicable) as provided below:

(a) In the event the Commencement of Construction Date has not begun prior to December 31, 2023, Grantee may, at its option, extend the Commencement of Construction Date for one (1) additional year until December 31, 2024, by notifying Grantor, in writing, and paying to Grantor a non-refundable extension fee in the amount of [REDACTED] due on January 1, 2024 (the **"First Extension Fee"**).

(b) In the event that the Commencement of Construction Date has not begun prior to December 31, 2024, Grantee may, at its option, extend the Commencement of Construction Date for one (1) additional year until December 31, 2025, by notifying Grantor, in writing, and paying to Grantor a non-refundable extension fee in the amount of [REDACTED] due on January 1, 2025 (the **"Second Extension Fee"**).

(c) In the event that the Commencement of Construction Date has not begun prior to December 31, 2025 (or will not begin by such date), Grantee may, at its option, extend the Commencement of Construction Date for one (1) additional year until December 31, 2026, by notifying Grantor, in writing, and paying to Grantor a non-refundable extension fee in the amount of [REDACTED] on or before November 30, 2025 (the **"Third Extension Fee"**).

Notwithstanding anything herein to the contrary, if Grantee does not provide such notice and payment, Grantor may, at its option, terminate this Agreement by providing thirty (30) days' prior written notice to Grantee. In the event Grantor terminates this Agreement as provided in this Section 3.3(c), this Agreement shall become null and void and of no force and effect, except for any terms which expressly survive termination of this Agreement.

3.4. Crop Damage



"Fair Market Price" shall be determined by Grantee and Grantor, within thirty (30) days of receipt of Grantor's written notice as identified in Section 3.4 above by documenting and recording the greater price per unit of damaged or destroyed crop as of: (a) November 1st of the same year during which the crops were damaged or destroyed; or (b) March 1st of the same year during which the crops were damaged or destroyed, each as posted at the Farm Service Agency office located closest to the Collection Facilities and other sources of crop data such as the County Extension Office in the County in which the Collection Facilities are located, and the United States Department of Agriculture. Should Grantor or its agricultural tenant have purchased a valid crop insurance policy on the crop then being grown on the Property which is damaged or destroyed by Grantee, Grantor may elect, in lieu of the Fair Market Amount calculation, that

Grantee pay to Grantor the insured price per unit of said crop as described in such policy. Such a request shall not be unreasonably denied by Grantee provided that upon request by Grantee, Grantor presents to Grantee a certificate of insurance or similar instrument confirming the existence of said crop insurance policy and the insured price per unit of the impacted crop. Any payments by Grantee of the insured price on account of Grantor's agricultural tenant's crop insurance policy will be made directly to Grantor.

3.5. Request to Refrain from Growing Crops. Grantee may request that Grantor not grow or allow crops to grow within reasonable areas around existing or planned Collection Facilities (including any laydown or staging areas). In the event of such request, Grantor shall neither grow, nor allow the growth of crops by a tenant or an invitee, in the areas covered by Grantee's request. Grantee shall compensate Grantor for the crop not grown in accordance with Section 3.2 as if a crop had been grown.

3.6. Damages to the Property. Grantee agrees to repair any physical damage to Grantor's drainage tile, fences, water ponds, inclusive of leaks and water quality and surrounding ground, and other tangible property located on the Property to the extent such damage is directly caused by Grantee's installation, construction, operation, maintenance, repair, replacement, relocation and removal of the Collection Facilities. Grantor shall promptly notify Grantee in writing of any damage that Grantor claims is Grantee's responsibility under this Agreement along with reasonable evidence, as reasonably acceptable to both Parties, of the cause and extent of such damage. Upon receipt of such notice, Grantee shall promptly investigate and make the repair to the extent Grantee is responsible under this Agreement. For any repairs required to be made by Grantee under this Agreement, Grantee shall repair such damaged property to substantially the same condition of the property existing immediately before being damaged, to the extent reasonably practicable. If Grantee is responsible for damage caused to drainage tile and such damage is a direct cause of damage to or destruction of crops then being grown on the Property, the provisions of Section 3.2 shall apply with respect to compensation for crop damages.

3.7. IRS Form W-9. Simultaneously with the execution of this Agreement, Grantor shall deliver to Grantee a fully completed and executed Form W-9 (Request for Taxpayer Identification Number and Certification) (the "**Form W-9**"); provided, further, that Grantor shall deliver to Grantee fully completed and executed updates to the Form W-9 as may be reasonably requested by Grantee within fifteen (15) days following any such request (including, without limitation, in order for Grantee to process Grantor's change of address).

4. **GRANTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Grantor hereby represents and covenants to Grantee:

4.1. Authority. Grantor owns the Property in fee simple, subject to no liens, encumbrances, leases, mortgages, fractured interests, mineral or oil and gas rights, or other exceptions to Grantor's fee title ownership of the Property except as disclosed in writing to Grantee prior to execution of this Agreement and as set forth on Exhibit D. Grantor shall cooperate with Grantee to obtain non-disturbance, subordination and other agreements from any person with a mortgage, lien, encumbrance or other exception to fee title to the Property to the extent necessary to eliminate any interference with any rights granted to Grantee under this Agreement. Each person signing this Agreement on behalf of Grantor is authorized to do so, and all persons having any ownership or possessory interest in the Property (including spouses) are signing this Agreement as Grantor.

4.2. No Interference. Grantor's activities and any grant of rights Grantor makes to any person or entity within the Easement Area shall not, currently or in the future, impede or interfere with (i) the siting, permitting, installation, construction, operation, maintenance, repair, replacement, relocation or removal of the Collection Facilities within the scope of the Easement Area as defined in this Agreement; or (ii) the exercise of Grantee's rights of access pursuant to this Agreement. Grantee shall have the right, from time to time, upon written consent of Grantor, which shall not be unreasonably withheld, conditioned or delayed, to trim or to cut down any and all trees and brush now or hereafter located within the Easement Area, and shall have the further right, from time to time, upon written consent of Grantor, which shall not be unreasonably withheld, conditioned or delayed, to trim and cut down trees and brush along each side of the Easement Area which now or hereafter may interfere with or be a hazard to the Collection Facilities, or

as Grantee and Grantor deem necessary to comply with applicable local, state or federal laws, rules and/or regulations. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants or other objects in the Easement Area or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Collection Facilities.

4.3. Requirements of Government Agencies. Grantor, at no out-of-pocket cost to Grantor, shall assist and cooperate with Grantee in complying with or obtaining any land use permits or approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact review or any other approvals required or deemed desirable by Grantee in connection with the development, installation, construction, operation, maintenance, repair, replacement, relocation, removal or financing of the Collection Facilities. Without limiting the generality of the foregoing, Grantor shall not oppose in any way any application by Grantee (pertaining solely to the Easement Area as defined in this Agreement) for any permit approval or entitlement at any administrative, judicial, legislative or other level.

4.4. No Litigation. Grantor is not a party to any, and there are no pending or threatened, legal, administrative, arbitration or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Grantor or the Property or any part thereof or interest therein.

4.5. Indemnity. Grantor shall indemnify Grantee for injuries and third-party claims for damage caused by Grantor's or Grantor's invitees, permittees, tenants, agents, successors or assigns on the Property, except to the extent such damage or injuries are caused or contributed by the negligence or willful misconduct of Grantee or Grantee's invitees, permittees, tenants, agents, successors or assigns.

5. GRANTEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantee hereby represents and covenants to Grantor:

5.1. Insurance. At all times during which Grantee is conducting any activities on the Property, and at all times during the term of this Agreement, Grantee shall, at its own cost and expense, obtain and maintain in effect (1) Commercial General Liability insurance, including bodily injury and property damage coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate and (2) Umbrella Liability Insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate. Grantee shall upon reasonable written request provide to Grantor a certificate evidencing such coverage. In the event Grantee is a Regulated Utility (as defined below), any or all insurance required by Grantee by this provision may be provided by self-insurance or through a program of self-insurance. For purposes of this Section, "**Regulated Utility**" means an electricity service provider who sells power to retail customers and is regulated by the state utility commission, public service commission or its equivalent.

5.2. Indemnity. Grantee shall indemnify Grantor for injuries and third-party claims for damage caused by Grantee's or Grantee's invitees, permittees, tenants, agents, successors or assigns on the Property, except to the extent such damage or injuries are caused or contributed by the negligence or willful misconduct of Grantor or Grantor's invitees, permittees, tenants, agents, successors or assigns.

5.3. Protection of the Property. As to any portion of the Property disturbed during construction, Grantee shall use commercially reasonable efforts to restore the soil surface to substantially the same condition existing immediately before being disturbed. Grantee shall obtain Grantor's written approval before installing gates or fences on the Property, such approval not to be unreasonably withheld, conditioned or delayed. Grantee shall have the right to mark the location of the Easement Area by suitable markers set in the ground.

6. ASSIGNMENT. Grantee may freely grant, apportion or assign all or any portion of its interests under this Agreement, including granting licenses, easements, sub-easements, or similar rights (however denominated) to one or more persons or entities with respect to any portion of its interests under this Agreement, and may sell, assign, grant sub-easements or transfer its rights under the Easements, its

interest in this Agreement or any Collection Facilities that it may install on the Easement Area, without obtaining the consent of Grantor. In the event of an assignment or transfer of Grantee's entire interest in this Agreement, Grantee (including a successor Grantee by assignment) shall be released of all further liability under this Agreement, but only to the extent that no material term herein remains unsatisfied. If Grantee shall have assigned an interest or granted a sub-easement with respect to all or a portion of the Easement Area, no such assignment or sub-easement shall be affected by a cancellation or termination of this Agreement, and Grantor shall recognize the rights of the assignee or sub-easement holder hereunder, provided only that such assignee or sub-easement holder attorn to Grantor upon Grantor's request. Grantor shall enter into a nondisturbance and attornment agreement, in form and substance reasonably acceptable to Grantor, Grantee and such assignee, license holder or sub-easement holder, upon the request of the assignee or grantee of a license or easement or sub-easement granted by Grantee hereunder.

7. **COOPERATION AND FURTHER ASSURANCES.** Grantor shall support and cooperate with Grantee, at no out-of-pocket expense to Grantor, in the conduct of Grantee's operations and the exercise of Grantee's rights under this Agreement, and Grantor shall perform all such acts (including executing and delivering maps, instruments and documents within ten (10) days after receipt of a written request made from time to time by Grantee) as Grantee may reasonably request to fully effectuate each and all of the purposes and intent of this Agreement. Without limiting the generality of the foregoing, within ten (10) days after receipt of a written request made from time to time by Grantee, Grantor shall: (i) enter into any reasonable amendment to this Agreement to correct an error in this Agreement or amend the legal description and/or depiction attached hereto, including replacing said legal description and/or depiction with a revised description and/or depiction, as applicable, prepared or provided by Grantee's surveyor or title company; (ii) execute and deliver to Grantee any owner's affidavit or estoppel reasonably requested by any title company or attorney reviewing title to the **Easement Area**; (iii) enter into any reasonable consent and subordination and nondisturbance agreement with any Lender (as defined below) stating that Grantor shall recognize the rights of the Lender and not disturb the Lender's possession of the **Easement Area** so long as the Lender is not in default under this Agreement, and stating such other things as such Lender may reasonably request; and (iv) join with Grantee in the signing of any protest, petition, appeal or pleading that Grantee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits and/or approvals, in each case as Grantee may deem necessary or desirable for Grantee's use of the **Easement Area** as contemplated by this Agreement. Without limiting the generality of the foregoing, Grantor shall not oppose, in any way, whether directly or indirectly, any application by Grantee for any permit, approval or entitlement at any administrative, judicial, legislative or other level.

8. **ENCUMBRANCES OF EASEMENTS.**

8.1. **Right to Encumber.** Grantee, any successor or assignee of Grantee, or any holder of a sub-easement or license (each hereinafter sometimes referred to as an "**Obligor**") may at any time mortgage, pledge or encumber to any entity (herein, a "**Lender**") all or any portion of the Obligor's rights and interest under this Agreement or such sub-easement or license, in each case without the consent of Grantor. For purposes of this Agreement, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Property is located, shall constitute a "**Lender**" for purposes of this Agreement. In no event will such encumbrance encumber Grantor's underlying fee interest in the Property.

8.2. **Covenants for Lender's Benefit.** Grantee and Grantor expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in Section 8.1 above, then notwithstanding any other provision of this Agreement to the contrary:

(a) Grantor and Grantee will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Agreement, if such termination, suspension, amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(b) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Agreement by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Agreement and/or a forfeiture of any of such Obligor's rights under this Agreement as if done by such Obligor itself. Grantor expressly consents to the foregoing actions, if any, by Lender, and authorizes Lender (or Lender's employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of Grantee or any assignee of Grantee.

(c)



(d) In case of the termination or rejection of this Agreement by Grantor as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Grantor shall provide prompt notice thereof to the Lenders. Upon written request of the Lender that is the beneficiary of the first priority security interest in Grantee's interest under this Agreement, made within forty (40) days after notice to such Lender of any such rejection or termination of this Agreement by any party, Grantor shall enter into a new easement agreement with such Lender, or (at Lender's option) Lender's designee or assignee, within twenty (20) days after the receipt of such request (and if the new easement agreement is executed, at Lender's option, by Lender's designee or assignee, Lender shall not be required to assume the burdens and obligations of the new easement agreement). As a condition to the execution of such new easement agreement, the Lender or its designee shall (i) pay Grantor any amounts which are due to Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Agreement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement. Such new easement agreement shall be effective as of the date of the termination or rejection of this Agreement, upon the same terms, covenants, conditions and agreements as contained in this Agreement for the remaining term of the original Agreement before giving effect to such termination or rejection. Grantor shall have no rights to terminate such new easement agreement based upon defaults occurring prior to the execution of the new easement agreement. Grantor hereby agrees with and for the benefit of the Lenders that the provisions of this Subsection shall survive termination, rejection or disaffirmation of this Agreement, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this Subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new easement agreement shall have the same priority as this Agreement.

(e) Grantor shall, at Grantee's or a Lender's request, provide to Grantee and such Lender (i) if it is the case, confirmation that such Lender is a "Lender" for purposes of this Agreement, (ii) a consent and estoppel acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Agreement, identifying any modifications hereto and any breaches or defaults hereunder known to Grantor, and containing such other information as Grantee or such Lender may reasonably request, and (iii) such other certificates or affidavits as Grantee, such Lender or any title company selected by either Grantee or such Lender may reasonably request. Grantor shall duly execute and return same to Grantee and/or Lender within ten (10) business days of Grantee's or Lender's request therefor. Should Grantor fail to timely to execute and deliver the consent or estoppel, then Grantee and/or Lender may rely on the contents thereof and the estoppel certificate and/or consent shall be conclusively binding.

(f) Each Lender is and shall be an express third party beneficiary of the provisions of this Section, and shall be entitled to compel the performance of the obligations of Grantor under this Agreement.

9. **DEFAULT AND TERMINATION.**

9.1. **Grantee Termination.** Grantee shall have the right to terminate this Agreement as to all or any part of the Property at any time, for any reason or no reason, effective upon thirty (30) days' written notice to Grantor. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property, and Grantor and Grantee shall execute and deliver an amendment to this Agreement reflecting such change.

9.2. **Grantor Termination.** Other than as provided in Sections 2 and 3.3(c) above, it is expressly agreed that no breach of this Agreement shall entitle Grantor to cancel, rescind or otherwise terminate this Agreement; provided, however that this provision shall not limit or otherwise affect any other right or remedy which Grantor may have hereunder by reason of any breach of this Agreement.

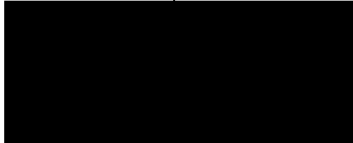
9.3. **Effect of Termination.** Upon termination of this Agreement by Grantee, whether as to the entire Property or only as to part, Grantee shall (a) upon written request by Grantor, execute and record a quitclaim deed or other release document to Grantor of all of Grantee's right, title and interest in and to the Property or to that part of the Property as to which this Agreement has been terminated, as applicable, and (b) using commercially reasonable efforts remove within one hundred and eighty (180) days from the termination effective date the Collection Facilities installed by Grantee on the Easement Area from the Easement Area or portion of the Easement Area as to which this Agreement was terminated, as applicable, and restore the soil surface to a condition reasonably similar to its condition at the Commencement of Construction Date (reasonable wear and tear, condemnation, casualty damage and acts of God excepted). Grantee shall be required to remove facilities installed by Grantee pursuant to this Agreement, provided that upon written consent from Grantor, Grantee may not be required to remove certain underground facilities.

10. **MISCELLANEOUS.**

10.1. **Recording.** Grantor shall not record this Agreement; provided, however, that Grantee may elect to record this Agreement and/or a memorandum thereof in the form attached hereto as Exhibit E (the "**Memorandum of Agreement**") in the office of the Clerk of Marion County, Kentucky (the "**Official Records**"). Simultaneously with the execution of this Agreement, the Parties shall execute (in the presence of a notary) the Memorandum of Agreement. If Grantee elects to record the Memorandum of Agreement, Grantee shall cause the Memorandum of Agreement to be recorded in the Official Records at Grantee's expense. The Parties shall execute an amendment to the Memorandum of Agreement consistent with this Agreement in each instance as reasonably requested by Grantee (which amendment will then be recorded in the Official Records at Grantee's expense). If the Memorandum of Agreement has been recorded, then following the expiration of or earlier termination of this Agreement by Grantee, Grantee shall cause to be recorded a termination or release of the Memorandum of Agreement in the Official Records at Grantee's

expense. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Memorandum of Agreement, the provisions of this Agreement shall control.

10.2. Notices. All notices to a party pursuant to this Agreement must be in writing and shall be sent only by (i) United States Mail (first-class, certified, return-receipt requested); (ii) personal delivery; or (iii) an overnight courier service which keeps records of deliveries. For purposes of giving notice hereunder, the addresses of the parties are as set forth below:

If to Grantor: SNS Rentals, LLC


If to Grantee: Northern Bobwhite Solar LLC
15445 Innovation Drive
San Diego, CA 92128
Attn: Corporate Real Estate
Telephone: (858) 521-3300

A party may change its address at any time by giving written notice of such change to the other party in the manner provided herein. Notices sent by certified mail shall be deemed given on the date of delivery or attempted delivery as shown on the return-receipt. Notices sent by personal delivery or courier service shall be deemed given on the date of delivery or refusal to accept delivery.

10.3. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Grantor and Grantee respecting its subject matter and supersedes all prior agreements and understandings, if any, concerning the subject matter herein, and there are no other covenants, agreements, promises, terms, provisions or understandings, either oral or written, between the Parties concerning the subject matter of this Agreement, other than those expressly set forth herein. This Agreement shall not be modified or amended except in a writing signed by both parties.

10.4. Successors and Assigns. This Agreement and the easements granted to Grantee hereunder shall burden the Property and shall run with the Property and be binding upon Grantor and Grantee and any assignee, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them.

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

10.6. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect unimpaired by the holding.

10.7. Interpretation. Each Party has reviewed this Agreement and has been given an opportunity to obtain the assistance of counsel. The headings and captions of this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement. A waiver of a breach of any of the provisions of this Agreement shall not be deemed to be a waiver of any succeeding breach of the same or any other provision of this Agreement.

10.8. Ownership of the Collection Facilities. Grantor shall have no ownership or other interest in any Collection Facilities installed on the Property and Grantor hereby waives and releases any and all lien rights arising hereunder or under applicable law or in equity with respect to the Collection Facilities. Furthermore, Grantee may remove any or all of the Collection Facilities at any time, and upon such removal Grantee (or any of its successors or assigns) shall perform removal and restoration in accordance with Section 9.3.

10.9. Condemnation. Should title to or possession of all of the Property be taken in condemnation proceedings or by inverse condemnation by a government agency, governmental body or private party under the exercise of the right of eminent domain, then this Agreement shall terminate upon such vesting of title or taking of possession. Grantor shall be entitled to all portions of the award, except for any portion of the award that is attributable to the following, which shall be paid to Grantee: (i) any removal and relocation costs of the Collection Facilities and Grantee's personal property, equipment, and trade fixtures; (ii) any loss of or damage to any Collection Facilities; (iii) the loss of use of the Property (including, without limitation, loss of access across the Easement Area) by Grantee; and (iv) Grantee's lost profits. Grantee shall have the right to participate in any settlement proceedings, and Grantor or Grantee shall not enter into any binding settlement agreement without the prior written consent of the respective Party, which consent shall not be unreasonably withheld.

10.10. Force Majeure - Delays. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (as defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance as soon as such causes are removed. "**Force Majeure**" means: fire, earthquake, flood, tornado, storm, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God and natural disasters; strikes or labor disputes; inability to procure labor, materials, or reasonable substitutes therefor; war, civil strife, enemy or hostile government action, sabotage, vandalism with damages in excess of One Hundred and Fifty Thousand Dollars (\$150,000.00) or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency; epidemic, pandemic, disease outbreak, or public health crisis; or any other act or condition beyond the reasonable control of a Party.

10.11. Estoppel Certificates. Grantor agrees that it shall, without charge therefor, at any time and from time to time during the term of this Agreement and within (10) business days after a written request by Grantee, execute, acknowledge and deliver to Grantee a written statement or estoppel certificate in such form as may be requested by Grantee certifying: (i) that this Agreement is unmodified and in full force and effect (or modified and stating the modifications); (ii) the dates to which the payments and any other charges have been paid; (iii) whether or not there is then existing any claim of default under this Agreement known to Grantor and, if so, specifying the same in detail; and (iv) such other facts as Grantee may reasonably request be confirmed. Should Grantor fail to timely execute and deliver the requested written statement or estoppel certificate, then Grantee and/or Grantee's Lender may rely on the contents thereof and the written statement and/or estoppel certificate shall be conclusively binding against Grantor.

10.12. No Waiver; No Abandonment. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement. Further, except as set forth in Section 2, no act or failure to act on the part of Grantee or the holder of any interest in the Easements shall be deemed to constitute an abandonment, surrender or termination of any easement, except upon recordation by Grantee or the holder of such interest in the Easements, as applicable, of a quitclaim deed or release specifically conveying such easement(s) back to Grantor.

10.13. Confidentiality. Grantor shall maintain in the strictest confidence, for the sole benefit of Grantee, all information pertaining to the terms and conditions of this Agreement, including, without limitation, the financial terms, Grantee's site design and product design, methods of operation and methods

of construction and power production of the Project, except to the extent as may be required by court order, provided that Grantor provides, to the extent reasonably possible, Grantee a reasonable opportunity to review the disclosure before it is made and to impose Grantee's own objection to the disclosure. Without first obtaining written permission from Grantee, Grantor shall not issue any statements or press releases or respond to any inquiries from the news media regarding such matters. Nothing in this Section shall prohibit any Party from sharing or disclosing information with such Party's counsel, accountants, or current or prospective investors, purchasers or lenders with a bona fide need to know such confidential information provided that the Party sharing or disclosing such confidential information requires the recipient to maintain the confidentiality of such disclosed information. This Section shall survive the termination or expiration of this Agreement.

10.14. Attorneys' Fees. The prevailing Party in any arbitration or litigation undertaken in connection with any default under this Agreement shall be entitled to be paid its reasonable costs and attorneys' fees incurred in connection therewith by the losing Party, including such costs and fees as may be incurred on appeal, in any probate or bankruptcy proceeding, and in any petition for review, and including costs and fees as are incurred in connection with adjudication of any issues that are particular to such types of proceedings.

10.15. Covenants Running with the Land. Grantor and Grantee hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Party's present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, successors and assigns as holders of an estate or interest in the Property (including without limitation, any Lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Grantee and its respective heirs, administrators, executors, legal representatives, successors and assigns.

10.16. Time for Performance. If the time for performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for such performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. If the day on which any payment due hereunder is payable falls on a Saturday, Sunday or on a legal holiday, it shall be payable on the next succeeding day which is not a Saturday, Sunday or legal holiday.

10.17. Joint and Several Liability. The obligations under this Agreement imposed upon Grantor and Grantee shall be joint and several obligations of the individuals or entities comprising Grantor and/or Grantee.

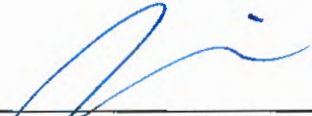
10.18. Crossing Agreements. Grantor and Grantee hereby agree that should any unrelated third party (i.e., any person or entity other than any Grantee or any Grantee affiliate, successor or assign) request a crossing agreement or encroachment agreement in connection with the crossing over, under, on or encroaching over, under, or onto the Easement Area (any such document is referred to herein as a "**Crossing Agreement**"), then Grantor shall not enter into any such Crossing Agreement with such unrelated third party without obtaining the prior written consent of Grantee, and Grantee may withhold its consent to such Crossing Agreement in its sole and absolute discretion. Notwithstanding the foregoing, Grantor and Grantee acknowledge and agree that the Easements granted to Grantee hereunder include, without limitation, the right to cross over, under and onto the Easement Area, as described in Section 1 above, and therefore no separate Crossing Agreement or consent or approval of Grantor or Grantee is required for Grantee or its affiliates, successors or assigns, or their respective agents, representatives, employees, contractors, subcontractors, tenants, licensees and invitees to exercise such rights under this Agreement.

10.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument.

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

"GRANTOR"

SNS RENTALS, LLC,
a Kentucky limited liability company

By: 

Joseph D. Smith, Jr.
Member

"GRANTEE"

Northern Bobwhite Solar LLC,
a Delaware limited liability company

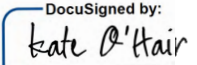
DocuSigned by:

By: _____
Name: Kate O'Hair
Title: _____

EXHIBIT A

Description of the PropertyMap/Parcel No.: 070-003

Certain parcels of land located in Marion County, KY near the southeast junction of State Road 1404 and State Road 2758, and being more particularly described as follows:

Tract 17 (containing 09.80 acres +/-);

Tract 18 (containing 13.43 acres +/-);

Combined Tracts 19 through 29 (containing 58.94 acres, +/-);

Combined Tracts 30 through 34 (containing 47.08 acres +/-); and

Fox Run Lane (containing 1.54 acres) of the Fox Run Farm Subdivision, a revised plat of which appears in Plat Cabinet 4, Slide 836, Marion County Court Clerk's Office.

BEING a portion of the same property conveyed to SNS Rentals, LLC, a Kentucky Limited Liability Company from Larry David Hodge, single (s/p/a Larry D. Hodge) (s/p/a Larry Hodge) by Deed of Conveyance dated October 26, 2017 and recorded in Deed Book 321, Page 124, with the Marion County Court Clerk's Office, Kentucky.

EXHIBIT B

Legal Description of the Easement Area

A more precise legal description will be provided by a licensed surveyor.

EXHIBIT D

Disclosed Liens and Encumbrances

"NONE", unless specifically listed below.

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

Northern Bobwhite Solar LLC
15445 Innovation Drive
San Diego, CA 92128
Attn: Corporate Real Estate
Project: Northern Bobwhite Solar

Parcel No. 070-003

**MEMORANDUM OF
COLLECTION FACILITIES AND ACCESS EASEMENT AGREEMENT**

THIS MEMORANDUM OF COLLECTION FACILITIES AND ACCESS EASEMENT AGREEMENT (this "**Memorandum**") is made and entered into as of _____, 20__ (the "**Effective Date**") by and between SNS RENTALS, LLC, a Kentucky limited liability company, whose address is P.O. Box 466, Springfield, Kentucky 40069 ("**Grantor**") and Northern Bobwhite Solar LLC, a Delaware limited liability company, whose address is 15445 Innovation Drive, San Diego, California 92128 (the "**Grantee**"). Grantor and Grantee are also each hereinafter referred to individually as a "**Party**" or, collectively, the "**Parties**".

RECITALS

A. By this Memorandum, and on the terms and conditions set forth in that certain Collection Facilities and Access Easement Agreement dated as of the Effective Date (the "**Agreement**"), with respect to certain real property located in Marion County, Kentucky and more particularly described on Exhibit A attached hereto (the "**Property**"), all of which terms and conditions are hereby incorporated herein by reference and made a part hereof as fully and completely as if herein specifically set out in full, Grantor has granted and hereby grants to Grantee as follows:

AGREEMENT

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

1. **GRANT OF EASEMENT.**

1.1. Easement. Grantor hereby grants and conveys to Grantee a non-exclusive fifty (50) foot wide easement (together with any other easement rights granted hereunder, the "**Easements**") in gross, on, over, under and across the portion of the Property as more particularly described on Exhibit B and depicted on Exhibit C attached hereto (the "**Easement Area**"), for the Term (as defined below), for (a) vehicular (including heavy construction equipment and cranes) and pedestrian ingress and egress by Grantee and Grantee's affiliates and each of their respective agents, representatives, employees, contractors, subcontractors, tenants, licensees and invitees, and (b) the installation, construction, operation, use, maintenance, repair, replacement, relocation and removal of underground transmission and

collection lines, cables, wires, fiber, conduit, and related equipment and facilities for transmitting electric energy, whether or not such energy is generated by Grantee or affiliates of Grantee (collectively, the "**Collection Lines**"). Additionally, Grantor hereby grants Grantee, upon written consent of Grantor, which shall not be unreasonably withheld, conditioned, or delayed, the right to build, use and maintain a temporary road over and across the Easement Area for the purpose of construction of the Collection Lines, which temporary road shall be removed by Grantee upon completion of such construction. The easements and other rights granted by Grantor in the Agreement are an easement in gross for the benefit of Grantee and Grantee's successors and assigns. The easements and other rights granted by Grantor in the Agreement are independent of any lands or estates or interest in lands. It is hereby mutually understood and agreed upon that the aforementioned Easement Area metes and bounds description shall be determined by a licensed engineer or licensed surveyor. Further, the metes and bounds legal description determined thereby, shall be mutually agreed upon by Grantor and Grantee with the expenses of said licensed engineer or licensed surveyor being borne exclusively by Grantee; provided, that Grantor shall approve such legal description that describes the Easement Area generally depicted on Exhibit C and otherwise confirms with this terms of the Agreement.

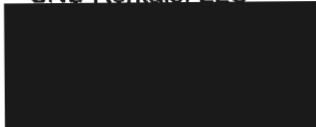
1.2. **Term.** The term of the Agreement (the "**Term**") shall commence on the Effective Date and shall terminate upon the earlier of: (a) the date operations of the Easements and/or Project(s) (as defined below) permanently cease or (b) the date the Agreement is terminated as permitted therein or by operation of law.

2. **PURPOSE.** Grantee and its agents, representatives, employees, contractors, subcontractors, tenants, licensees, invitees, successors and assigns may use the Easements for: (a) the development, installation, construction, improvement, reconstruction, removal, relocation and replacement, and the use, maintenance, repair and operation of underground transmission and collection lines, cables, wires, fiber, conduit, and related equipment and facilities for transmitting electric energy whether or not such energy is generated by Grantee or affiliates of Grantee; and (b) ingress and egress to and from the Collection Facilities (as defined below) located on the Easement Area owned by Grantor by means of existing roads and lanes on the Easement Area or by such route or routes as Grantee may construct from time to time, upon written consent of Grantor, which shall not be unreasonably withheld, conditioned or delayed. The improvements, roads, facilities, machinery and equipment described in this Section are collectively defined as the "**Collection Facilities.**" Without limiting the generality of the foregoing, the Easements shall entitle Grantee and its agents, representatives, employees, contractors, subcontractors, tenants, licensees, invitees, successors and assigns to use and improve any existing and future utility routes from time to time located on or providing access to any energy generation project(s) owned by Grantee or its successors or assigns ("**Project(s)**"). No act or failure to act on the part of Grantee or the holder of any interest in the Easements shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed or release specifically conveying the Easements back to Grantor. Nonuse of the Easements shall not prevent the future use of the entire scope thereof in the event the same is needed. Notwithstanding the aforementioned, it is hereby mutually understood that Grantee's failure to use the Collection Facilities within the Easement Area after completion of construction for twenty-four (24) consecutive months shall be, and hereby is, deemed to constitute an abandonment, surrender or termination thereof, thereby terminating the validity and effectiveness of such Agreement. Use of or improvement to any portion of the Easement Area by Grantee or its successors or assigns pursuant to the Agreement shall not, separately or in the aggregate, constitute an overburdening of the Easements.

3. **NOTICES.** All notices to a party pursuant to this Memorandum and the Agreement must be in writing and shall be sent only by (i) United States Mail (first-class, certified, return-receipt requested); (ii) personal delivery; or (iii) an overnight courier service which keeps records of deliveries. For purposes of giving notice hereunder, the addresses of the parties are as set forth below:

If to Grantor:

SNS Rentals, LLC



If to Grantee: Northern Bobwhite Solar LLC
15445 Innovation Drive
San Diego, CA 92128
Attn: Corporate Real Estate
Telephone: (858) 521-3300

A party may change its address at any time by giving written notice of such change to the other party in the manner provided herein. Notices sent by certified mail shall be deemed given on the date of delivery or attempted delivery as shown on the return-receipt. Notices sent by personal delivery or courier service shall be deemed given on the date of delivery or refusal to accept delivery.

4. **CAPITALIZED TERMS.** Capitalized terms used in this Memorandum and not otherwise defined shall have the meanings ascribed to them in the Agreement.

5. **MISCELLANEOUS.** This Memorandum is executed and recorded for the purpose of providing record notice of the execution, delivery and existence of the Agreement. This Memorandum shall not supersede or in any way modify the terms or conditions of the Agreement. In the event of any conflict between any term or provision of the Agreement and this Memorandum, the applicable term or provision of the Agreement shall control.

6. **COUNTERPARTS.** This Memorandum may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Instrument Prepared By:

s/s Balinda Lucero
Balinda Lucero
Northern Bobwhite Solar LLC
15445 Innovation Drive
San Diego, CA 92128
Attn: Corporate Real Estate
(858) 521-3300

EXHIBIT A TO MEMO OF AGREEMENT

Description of the PropertyMap/Parcel No.: 070-003

Certain parcels of land located in Marion County, KY near the southeast junction of State Road 1404 and State Road 2758, and being more particularly described as follows:

Tract 17 (containing 09.80 acres +/-);

Tract 18 (containing 13.43 acres +/-),

Combined Tracts 19 through 29 (containing 58.94 acres, +/-);

Combined Tracts 30 through 34 (containing 47.08 acres +/-); and

Fox Run Lane (containing 1.54 acres) of the Fox Run Farm Subdivision, a revised plat of which appears in Plat Cabinet 4, Slide 836, Marion County Court Clerk's Office.

BEING a portion of the same property conveyed to SNS Rentals, LLC, a Kentucky Limited Liability Company from Larry David Hodge, single (s/p/a Larry D. Hodge) (s/p/a Larry Hodge) by Deed of Conveyance dated October 26, 2017 and recorded in Deed Book 321, Page 124, with the Marion County Court Clerk's Office, Kentucky.

EXHIBIT B TO MEMO OF AGREEMENT

Legal Description of the Easement Area

A more precise legal description will be provided by a licensed surveyor.

FILED
AT 9:59 am Re 50.0
APR 29 2022 ACS

MARION COUNTY
L14 PG429

THIS INSTRUMENT PREPARED BY CHAD MATTINGLY, COUNTY CLERK
AND AFTER RECORDING RETURN TO:

Book: 14 Pages: 429-432 (4)
Name: L Deed Tax: \$0.00
CHAD MATTINGLY
MARION COUNTY
4/29/2022
D.C: Janice.Richerson



NORTHERN BOBWHITE SOLAR LLC
15445 Innovation Drive
San Diego, CA 92128

By: Janice Richerson
Fauna Nissley, Senior Title Manager

Project: Northern Bobwhite Solar

APN: 063-007

MEMORANDUM OF FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT

This MEMORANDUM OF FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT (this "Memorandum") is entered into on Apr. 8, 2022 (the "First Amendment Effective Date"), by and between Clarence W. Murphy, Jr. and Melissa Murphy, husband and wife (collectively, "Landlord"), and NORTHERN BOBWHITE SOLAR LLC, a Delaware limited liability company ("Tenant"). The Landlord and Tenant may hereinafter be individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

- A. Landlord and Tenant are parties to that certain unrecorded Solar Ground Lease Agreement dated August 6, 2020, (collectively the "Lease") in connection with that certain real property more particularly described on Exhibit A attached to the Lease (the "Land").
- B. On the date hereof, Landlord and Tenant entered into that certain First Amendment to Solar Land Lease (the "First Amendment") which amends the legal description of the Land and certain terms set forth in the Lease, as more particularly set forth below and in the First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Defined Terms. All capitalized terms used and not defined herein shall have the meanings assigned to those terms in the Lease.
- 2. The Land. Exhibit A attached to the Lease is hereby deleted in its entirety and replaced with Exhibit A attached hereto and incorporated herein by this reference.
- 3. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4. Public Notice. The purpose of this Memorandum is to give public notice of the existence of the First Amendment.
- 5. Effect of First Amendment. Except as expressly modified by the First Amendment, the Lease shall continue in full force and effect according to its terms and conditions and the Parties hereby ratify and affirm all of their respective rights and obligations under the Lease. In the event, however, of any inconsistency between this Memorandum and the terms and conditions of the First Amendment, the First Amendment shall prevail.

MARION COUNTY
L14 PG430

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the First Amendment Effective Date.

LANDLORD:

Clarence W. Murphy, Jr.
Clarence W. Murphy, Jr.

Melissa Murphy
Melissa Murphy

State/Commonwealth of Kentucky
County of Marion

On this the 31st day of January, 2022, before me, Shawn Gibson, the undersigned Notary Public, personally appeared - Clarence W. Murphy, Jr. and Melissa Murphy, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

Shawn Gibson
Signature of Notary Public

Shawn Gibson
Printed Name of Notary Public

01/12/2025
Expiration Date

Place Notary Seal/Stamp Above



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

MARION COUNTY
L14 PG431

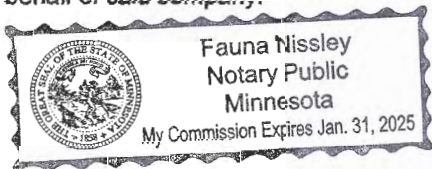
TENANT:

NORTHERN BOBWHITE SOLAR LLC,
a Delaware limited liability company

By: Kathryn O'Hair
Name: Kathryn O'Hair
Title: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on February 8, 2022 by Kathryn O'Hair, the Vice President of Northern Bobwhite Solar LLC, a Delaware limited liability company, on behalf of said company.



Place Notary Seal Above

[Handwritten Signature]
Signature of Notary Public

MARION COUNTY
L14 PG432

EXHIBIT A

Legal Description of the Land

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

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARION STATE OF Kentucky, AND IS DESCRIBED AS FOLLOWS:

TRACT I: LOCATED IN MARION COUNTY, KENTUCKY ABOUT ONE MILE EAST OF ST. HIGHWAY #55 ON HORAN LANE AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EDGE OF SAID HORAN LANE AT A CORNER TO MAX AVRITT, THENCE WITH THE FENCE ON THE EDGE OF SAID ROAD S. 49 1/2 E. 10.73 CHAINS, TO A POINT IN THE FENCE ON THE EDGE OF THE ROAD, THENCE LEAVING THE ROAD WITH A NEW LINE OF DIVISION N. 48 E. 2.45 CHAINS TO A LOCUST TREE, N. 57 E. 0.83 CHAINS TO A LOCUST TREE; N. 26 E. 1.28 CHAINS TO A LOCUST TREE, N. 12 E. 4.33 CHAINS TO A LOCUST TREE, N. 11 E. 3.78 CHAINS TO A WALNUT TREE, N 52 1/2 E. 72.22 CHAINS TO A STAKE, N. 5 E. 3 CHAINS TO A STAKE IN LINE OF MAX AVRITT, THENCE WITH THE LINE OF AVRITT S. 83 1/2 W. 7.60 CHAINS TO POST, S. 51 W. 5.40 CHAINS TO ELM TREE, S. 44 W. 3.83 CHAINS TO POST, S. 69 1/2 W. 2.24 CHAINS TO THE POINT OF BEGINNING, CONTAINING 15 ACRES, AS SURVEYED BY JAMES GOATLEY, REGISTERED LAND SURVEYOR NO. III9 ON SEPTEMBER 19, 1978.

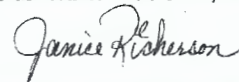
AND BEING THE SAME PROPERTY CONVEYED TO CLARENCE W. MURPHY, JR., SINGLE BY DEED DATED OCTOBER 20, 2000, OF RECORD IN DEED BOOK 217, PAGE 445, IN THE OFFICE OF THE MARION COUNTY CLERK. CLARENCE W. MURPHY, JR. AND HIS WIFE, MELISSA MURPHY CONVEYED THE PROPERTY TO CLARENCE W. MURPHY, JR. AND , MELISSA MURPHY, HUSBAND AND WIFE BY QUITCLAIM DEED DATED MARCH 10, 2010, OF RECORD IN DEED BOOK 281, PAGE 182, IN THE OFFICE AFORESAID.

STATE OF KENTUCKY
COUNTY OF MARION

I, CHAD MATTINGLY, County Clerk for the County and State aforesaid, certify that the foregoing LEASE was on April 29, 2022 lodged for record, whereupon the same with the foregoing and this certificate have been duly recorded in my office.

WITNESS my hand this April 29, 2022
CHAD MATTINGLY, CLERK

By



D.C.

FILED
AT 1:43 pm Rec 77.00
JAN 27 2022

MARION COUNTY
CHAD G. MATTINGLY, COUNTY CLERK

Book: 349 Pages: 54-67 (14)
Name: D
CHAD MATTINGLY
MARION COUNTY
1/27/2022
D.C: Janice.Richerson
Deed Tax: \$0.00



THIS INSTRUMENT WAS DRAFTED BY AND
AFTER RECORDING RETURN TO:
EDF Renewables Development, Inc.
15445 Innovation Drive
San Diego, CA 92128
By: *Devon Wallace*
Devon Wallace, Sr. Title Specialist

COMMONWEALTH OF KENTUCKY

COUNTY OF MARION

ACCESS AND UTILITY EASEMENT

29 THIS ACCESS AND UTILITY EASEMENT ("**Easement**") is made and entered into as of this day of April, 2020 (the "**Effective Date**") by and between **Eugene Campbell and Cynthia Campbell** ("**Grantor**"), and **NORTHERN BOBWHITE SOLAR, LLC**, ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties**."

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Marion County, Kentucky being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, Grantee owns or is under contract or option to purchase or lease certain real property adjacent to the Grantor Parcel being more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the "**Grantee Parcel**"); and

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Utility and Access Easement:

(a) Utility Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel more particularly shown on Exhibit C attached hereto and incorporated herein by reference (the "Utility Easement Area") for the installation, maintenance, repair, replacement, and removal of: power lines and all infrastructure and facilities associated therewith including, but not limited to, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus used or useful for the transmission of electricity, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future on the Grantee Parcel (collectively, "Grantee's Facilities"). Grantee agrees to locate the Utility Easement as close as commercially reasonable to Gene Campbell Road. Without limiting the generality of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus and to clear and keep the Utility Easement Area cleared of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures desired within the Utility Easement Area. .

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across the Grantor Parcel for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility Easement Area from time to time. The aforesaid easement unto Grantee and its successors and assigns forever. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials, and to construct a roadway, utilities and related improvements within the Utility Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Utility Easement Area, including reseeding and stabilizing such areas.

(c) Access Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel more particularly shown on Exhibit D attached hereto and incorporated herein by reference (the "Access Easement Area" and, together with the Utility Easement Area, the "Easement Area") for access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment), to and from the Utility Easement Area. Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway within the Access Easement Area. Grantee agrees to locate the Access Easement as close as commercially reasonable to Gene Campbell Road.

Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work in a good and workmanlike manner, and at no expense to Grantor. The parties acknowledge that, during the initial construction of their respective facilities, Grantor and Grantee may simultaneously construct and improve their respective facilities on the Grantor Parcel, and, therefore, the parties agree that both parties must be able to use the access road located within the Access Easement Area at all times for access to their respective facilities, and neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Either party shall give not fewer than seven (7) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area in good and workmanlike condition and repair at all times at Grantee's sole cost and expense.

4. Easement Fee. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the Exhibit E attached hereto. The parties hereby agree that Grantee shall omit or remove Exhibit E from the original of the Agreement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be give or withheld in Grantee's sole and absolute discretion. If any payment otherwise due from Grantee herein is not received by Grantor ten (10) days after the later of the date the same is due hereunder and the date Grantor provides Grantee written notice of the delinquency, Grantee will pay a late fee to Grantor equal to 5.00% of the unpaid delinquent amount. Failure of the Grantor to comply with the provisions herein shall be deemed a default under the terms of this Easement. In the event of a default caused by Grantee's failure to make the required payments to Grantor as reflected on Exhibit E and Grantee's failure to cure the monetary default within ninety (90) days from the date Grantor provides Grantee written notice of the delinquency,, Grantor may terminate this Easement. Upon Grantee's failure to timely cure any monetary default, the Grantors are authorized to unilaterally file a Certificate of Termination sworn to by said Grantors, in the office of the Marion County Clerk, which shall constitute termination of the Easement. The Grantor's right of termination shall only apply to a monetary default by Grantee.

5. Liens. Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance that has priority over this Easement. If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through, or under Grantee (each a "Grantee Lien"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall immediately reimburse Grantor for all

reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien. Grantee shall give Grantor written notice within three (3) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination. Subject to the terms and conditions contained in this Section 8, this Easement shall be perpetual. Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the thirty-fifth (35th) anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Utility Easement Area to electric wires on the Grantor Parcel for sixty (60) consecutive months.

On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal, and restoration. Upon the termination of this Easement and at the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Marion County, Kentucky Register of Deeds.

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded with the Harrison County, Kentucky Register of Deeds.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the


parties and those claiming by, through, or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Easement in Gross to Grantee. All easements and other rights granted herein to Grantee shall be easements in gross for the benefit of and personal to Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns).

13. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

14. Exclusivity. Grantor may not grant rights within the Easement Area similar to the easement rights set forth in this Easement to any other party.

15. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

Grantee: Eugene and Cynthia Campbell


Grantor: Northern Bobwhite Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

16. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

17. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

18. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand therefor (but not more often than one (1) time a calendar year), a written statement which shall confirm that there is

no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

19. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

20. Grantor's Reservation of Rights. Except as specifically provided herein, Grantor shall continue to have the right to access and use the Grantor Parcel (excluding the Utility Easement Area) for all purposes that do not unreasonably interfere with Grantee's exercise of the rights conveyed herein. Notwithstanding the foregoing, Grantor may continue to use the Grantor Parcel, including the Utility Easement Area, for the continuation of agricultural activities, that do not unreasonably interfere with Grantee's exercise of the rights conveyed herein.

21. Indemnification. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable. The provisions of this Section 21 shall survive the expiration or termination of this Easement.

22. Insurance. Prior to Grantee or any party acting by, through or behalf of Grantee accessing the Easement Area, Grantee shall provide to Grantor a certificate of insurance naming Grantor, their parents, affiliates, and all of its subsidiaries as additional insureds, with the following minimum insurance:

(a) Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.

(b) Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of One Million Dollars (\$1,000,000) per occurrence and in the annual aggregate.

(c) Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of One Million Dollars (\$1,000,000) per accident.

(d) Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in paragraphs a, b, and c above with a combined limit of Five Million Dollars (\$5,000,000) per occurrence.

The certificate of insurance evidencing coverage shall require the insurer endeavor to give thirty (30) days prior written notice to Grantor of cancellation of coverage. Any combination of primary and excess/umbrella policies may be utilized to satisfy the required limits of liability. Notwithstanding the above, the above insurance provisions may be satisfied by self-insurance. Grantee covenants that, in the event of the withdrawal of such self-insurance, Grantee will install insurance for those areas of coverage withdrawn that meets or exceeds the material requirements of this Easement. In the event that Grantee fails to maintain such self-insurance or insurance, Grantee shall defend or pay any such amount that would have been payable by an insurance carrier issuing such coverage, had such coverage been obtained by Grantee, to the party entitled to such payment and Grantee shall be responsible for any loss or expense to the same extent as Grantee's insurer would had Grantee obtained the insurance coverage required by this Easement.

[The remainder of this page intentionally left blank. Signature Pages Follow.]

[Signature Page to Easement]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Eugene Campbell

By: *Eugene Campbell*
Name: EUGENE CAMPBELL
Title: GRANTOR

STATE OF KENTUCKY

COUNTY OF MARION

I, JOSEPH H. MATTINGLY III, a Notary Public of the State aforesaid, certify that EUGENE CAMPBELL, as GRANTOR of _____, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 4 day of APRIL, 2020



Joseph H. Mattingly III
Signature of Notary Public

JOSEPH H. MATTINGLY III
Printed Name of Notary Public

My Commission Expires: 03/10/2022

[AFFIX NOTARIAL STAMP OR SEAL]

Cynthia Campbell

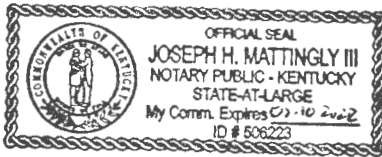
By: Cynthia Campbell
Name: CYNTHIA CAMPBELL
Title: GRANTOR

STATE OF KENTUCKY

COUNTY OF MARION

I, JOSEPH H. MATTINGLY III, a Notary Public of the State aforesaid, certify that CYNTHIA CAMPBELL, as GRANTOR of _____, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 4 day of APRIL, 2020



Joseph H. Mattingly III
Signature of Notary Public

JOSEPH H. MATTINGLY III
Printed Name of Notary Public

My Commission Expires: 03/10/2022

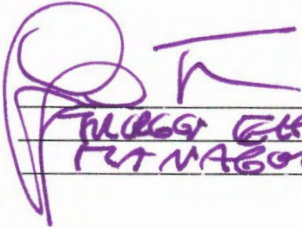
[AFFIX NOTARIAL STAMP OR SEAL]

[Signature Page to Easement]

GRANTEE:

Northern Bobwhite Solar, LLC

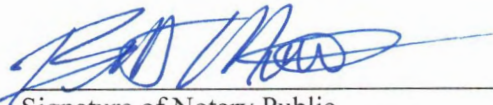
By:
Name:
Title:



STATE OF North Carolina
COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Jaryew Fehr, as Manager of Northern Bobwhite Solar LLC personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 29 day of April, 2020



Signature of Notary Public

Brett Moulton

Printed Name of Notary Public

My Commission Expires: June 6, 2022

[AFFIX NOTARIAL STAMP OR SEAL]



Exhibit A

Grantor Parcel

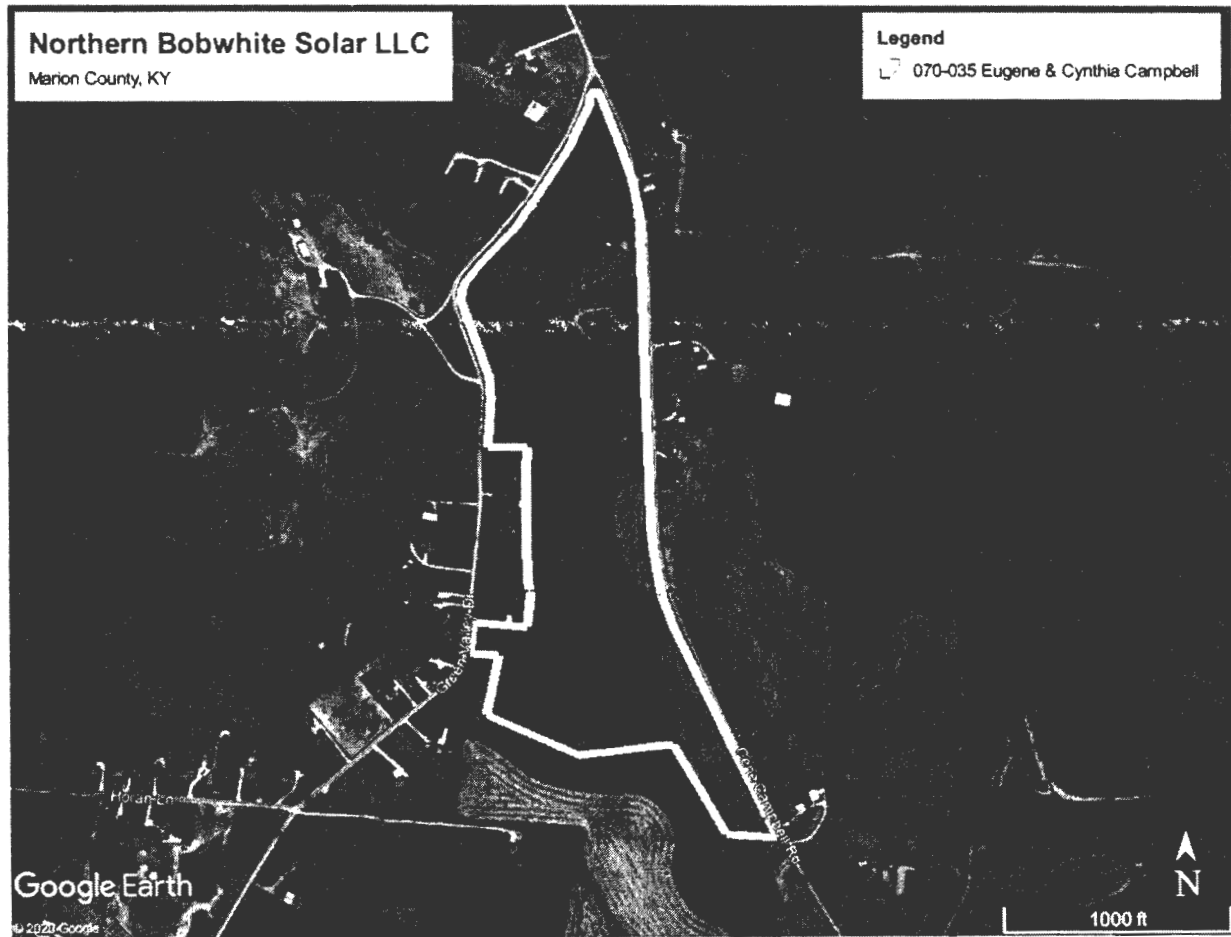


Exhibit B

Grantee Parcel

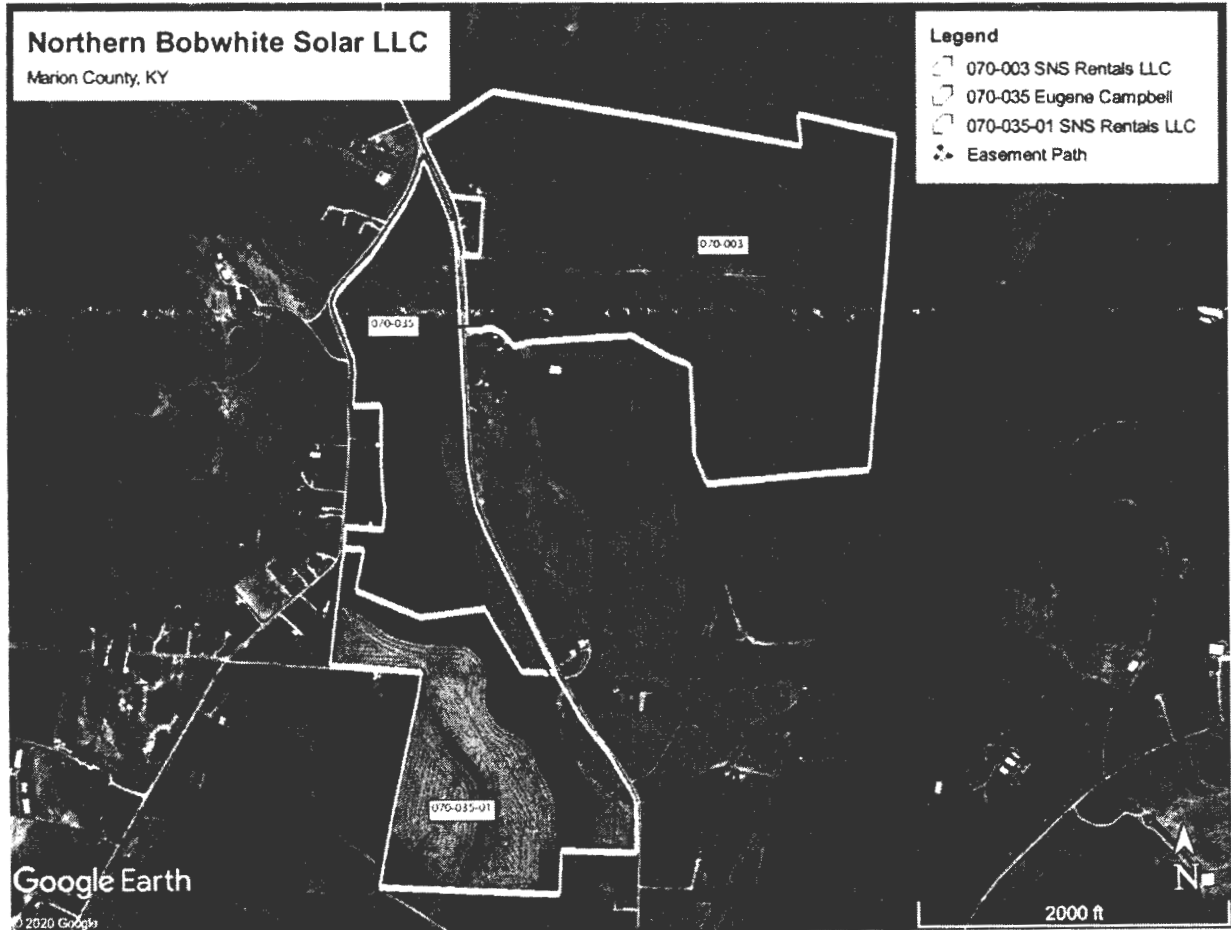


Exhibit C

Utility Easement Area

MARION COUNTY
D349 PG66

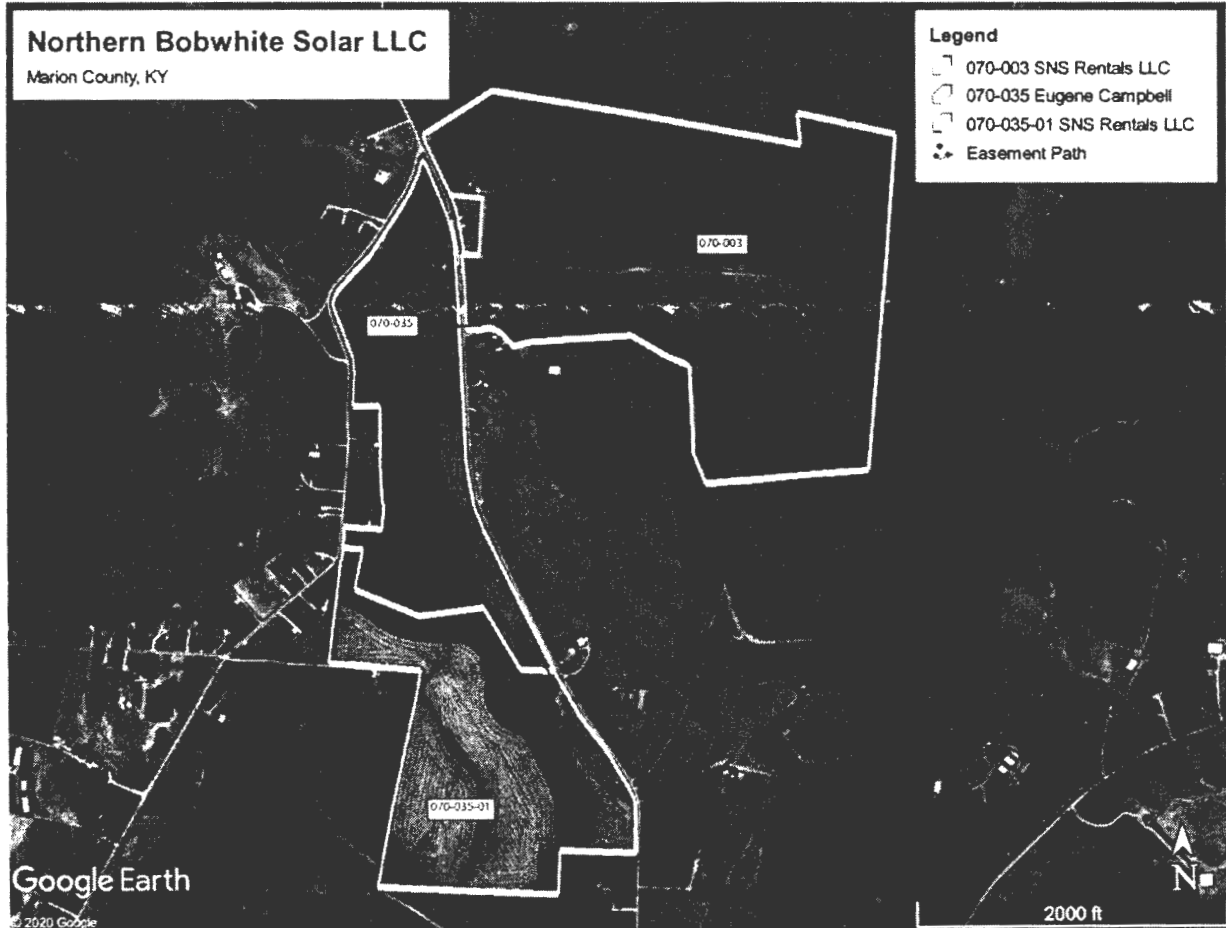
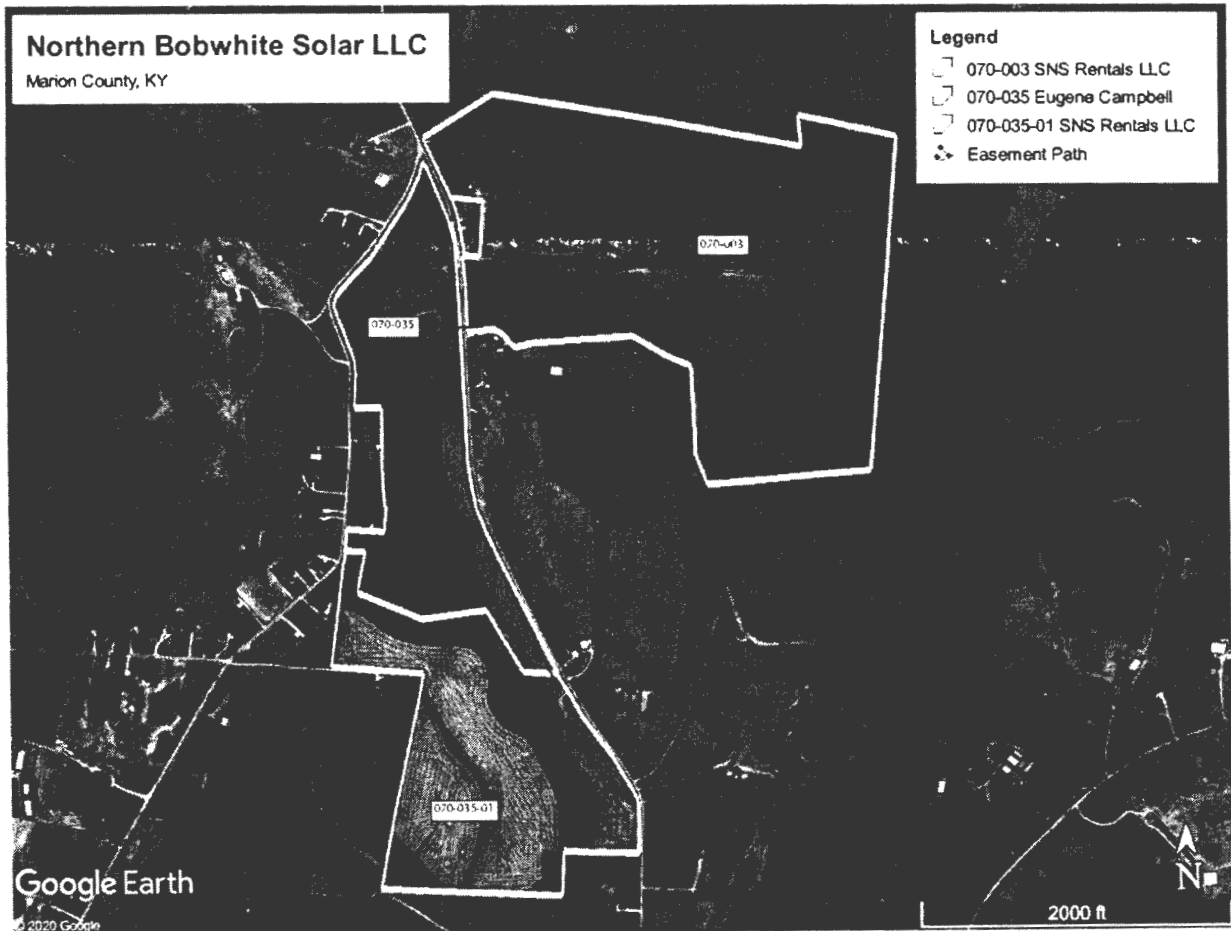


Exhibit D

Access Easement Area



STATE OF KENTUCKY
COUNTY OF MARION

I, CHAD MATTINGLY, County Clerk for the County and State aforesaid, certify that the foregoing DEED was on January 27, 2022 lodged for record, whereupon the same with the foregoing and this certificate have been duly recorded in my office.

WITNESS my hand this January 27, 2022

CHAD MATTINGLY, CLERK

By

Janice Richerson

D. C.

Book: 349 Pages: 68-81 (14)
Name: D Deed Tax: \$0.00
CHAD MATTINGLY
MARION COUNTY
1/27/2022
D.C: Janice.Richerson



FILED
AT 1:44 pm Rec 77.
JAN 27 2022
MARION COUNTY
CHAD G. MATTINGLY, COUNTY CLERK

THIS INSTRUMENT WAS DRAFTED
BY AND AFTER RECORDING
RETURN TO:
EDF Renewables Development, Inc.
15445 Innovation Drive
San Diego, CA 92128
By: Devon Wallace
Devon Wallace, Sr. Title Specialist

STATE OF KENTUCKY

COUNTY OF MARION

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT ("**Easement**") is made and entered into as of this 18 day of September, 2020 (the "**Effective Date**") by and between ANDREW CLARK and ALICE CLARK, husband and wife, BILLY S. GRUBBS and MARLENE K. GRUBBS, husband and wife (collectively referred to as "**Grantors**") and NORTHERN BOBWHITE SOLAR LLC, a Kentucky limited liability company ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties.**"

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Marion County, Kentucky being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, Grantee leases certain real property near the Grantor Parcel being more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the "**Grantee Parcels**"); and

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of [REDACTED] and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Utility and Access Easement:

(a) Utility Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel more particularly shown on Exhibit C attached hereto and incorporated herein by reference (the "Utility Easement Area") for the installation, maintenance, repair, replacement, and removal of: underground power lines and all infrastructure and facilities associated therewith (collectively, "Grantee's Facilities"). Without limiting the generality of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus.

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across the Grantor Parcel for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility Easement Area from time to time. The aforesaid easement unto Grantee and its successors and assigns forever. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities both inside and outside the Utility Easement Area, including reseeding and stabilizing such areas.

(c) Access Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel more particularly shown on Exhibit D attached hereto and incorporated herein by reference (the "Access Easement Area" and, together with the Utility Easement Area, the "Easement Area") for access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment), to and from the Utility Easement Area.

Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work in a good and workmanlike manner, and at no expense to Grantor. The parties acknowledge that, during the initial construction of their respective facilities, Grantor and Grantee may simultaneously construct and improve their respective facilities on the Grantor Parcel, and, therefore, the parties agree that both parties must be able to use the access road located within the Access Easement Area at all times for access to their respective facilities, and neither party may unreasonably obstruct or interfere with the other

party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Either party shall give not fewer than seven (7) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area in good and workmanlike condition and repair at all times at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the Exhibit E attached hereto. The parties hereby agree that Grantee shall omit or remove Exhibit E from the original of the Agreement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be give or withheld in Grantee's sole and absolute discretion. If any payment otherwise due from Grantee herein is not received by Grantor ten (10) days after the later of the date the same is due hereunder and the date Grantor provides Grantee written notice of the delinquency, Grantee will pay a late fee to Grantor equal to 5.00% of the unpaid delinquent amount. Failure of the Grantor to comply with the provisions herein shall be deemed a default under the terms of this Easement. In the event of a default caused by Grantee's failure to make the required payments to Grantor as reflected on Exhibit E and Grantee's failure to cure the monetary default within ninety (90) days from the date Grantor provides Grantee written notice of the delinquency, Grantor may terminate this Easement. Upon Grantee's failure to timely cure any monetary default, the Grantors are authorized to unilaterally file a Certificate of Termination, sworn to by said Grantors, in the office of the Marion County Clerk, which shall constitute termination of the Easement. The Grantor's right of termination shall only apply to a monetary default by Grantee

5. Liens. Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance that has priority over this Easement. If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through, or under Grantee (each a "Grantee Lien"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall immediately reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien. Grantee shall give Grantor written notice within three (3) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other

party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination. Subject to the terms and conditions contained in this Section 8, this Easement shall be perpetual. Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the thirty-fifth (35th) anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Utility Easement Area to a substation or underground electric wires on the Grantor Parcel for sixty (60) consecutive months.

On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal, and restoration. Upon the termination of this Easement and at the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Marion County, Kentucky Register of Deeds.

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded with the Marion County, Kentucky Register of Deeds.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through, or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Easement in Gross to Grantee. All easements and other rights granted herein to Grantee shall be easements in gross for the benefit of and personal to Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns).

13. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

14. Exclusivity. Grantor may not grant rights within the Easement Area similar to the easement rights set forth in this Easement to any other party.

15. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

Grantor: Andrew & Alice Clark
Billy & Marlene Grubbs



Grantee: Northern Bobwhite Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

16. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

17. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

18. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand therefor (but not more often than one (1) time a calendar year), a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

19. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in

determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

20. Grantor's Reservation of Rights. Except as specifically provided herein, Grantor shall continue to have the right to access and use the Grantor Parcel for all purposes that do not unreasonably interfere with Grantee's exercise of the rights conveyed herein.

21. Indemnification. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable. The provisions of this Section 21 shall survive the expiration or termination of this Easement.

22. Insurance. Prior to Grantee or any party acting by, through or behalf of Grantee accessing the Easement Area, Grantee shall provide to Grantor a certificate of insurance naming Grantor, their parents, affiliates, and all of its subsidiaries as additional insureds, with the following minimum insurance:

(a) Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.

(b) Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of One Million Dollars (\$1,000,000) per occurrence and in the annual aggregate.

(c) Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of One Million Dollars (\$1,000,000) per accident.

(d) Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in paragraphs a, b, and c above with a combined limit of Five Million Dollars (\$5,000,000) per occurrence.

The certificate of insurance evidencing coverage shall require the insurer endeavor to give thirty (30) days prior written notice to Grantor of cancellation of coverage. Any combination of primary and excess/umbrella policies may be utilized to satisfy the required limits of liability. Notwithstanding the above, the above insurance provisions may be satisfied by self-insurance. Grantee covenants that, in the event of the withdrawal of such self-insurance, Grantee will install insurance for those areas of coverage withdrawn that meets or exceeds the material requirements of this Easement. In the event that Grantee fails to maintain such self-insurance or insurance, Grantee shall defend or pay any such amount that would have been payable by an insurance carrier issuing such coverage, had such coverage been obtained by Grantee, to the party entitled to such payment and Grantee shall be responsible for any loss or expense to the same extent as Grantee's insurer would had Grantee obtained the insurance coverage required by this Easement.

[The remainder of this page intentionally left blank. Signature Pages Follow.]

[Signature Page to Easement]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Andrew Clark
Andrew Clark

Alice Clark
Alice Clark

STATE OF Kentucky
COUNTY OF Boyle

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Andrew Clark	Individually
Alice Clark	Individually

Date: 8-28-2020

Paul Perrell
(print name), Notary Public

(official seal)

My commission expires: Aug 9, 2022

[Signature Page to Easement]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Billy S. Grubbs
Billy S. Grubbs

Marlene K. Grubbs
Marlene K. Grubbs

STATE OF Kentucky
COUNTY OF Jefferson

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Kentucky Drivers License
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Billy S. Grubbs	Individually
Marlene K. Grubbs	Individually

Date: 8-28-2020

Michelle Heinz
Michelle Heinz Notary Public
(print name)

(official seal)

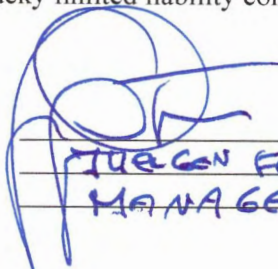
My commission expires: 8-3-2021

MICHELLE LEE HEINZ Notary Public - State At Large KENTUCKY My Commission Expires August 03, 2021
--

[Signature Page to Easement]

GRANTEE:

Northern Bobwhite Solar LLC,
a Kentucky limited liability company

By: 
Name: JURGENS FEHR
Title: MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg

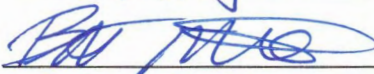
I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
<u>Jurgens Fehr</u>	<u>Manager</u>

Date: 09/18/2020


Brett Moulton, Notary Public
(print name)

(official seal)



My commission expires: June 6, 2022

Exhibit A

Grantor Parcel



D349 PG79

Exhibit B
Grantee Parcel

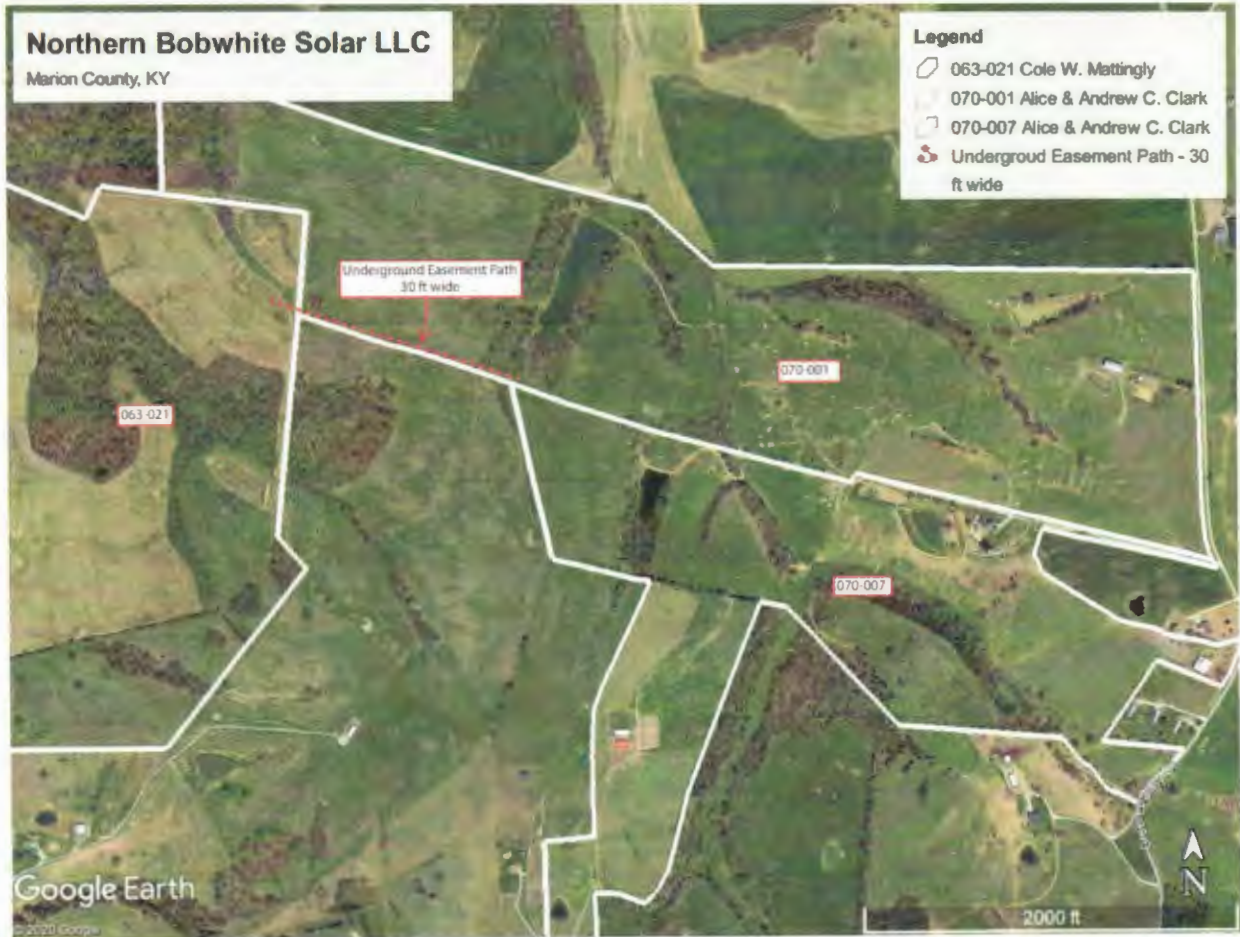


Exhibit C

Utility Easement Area

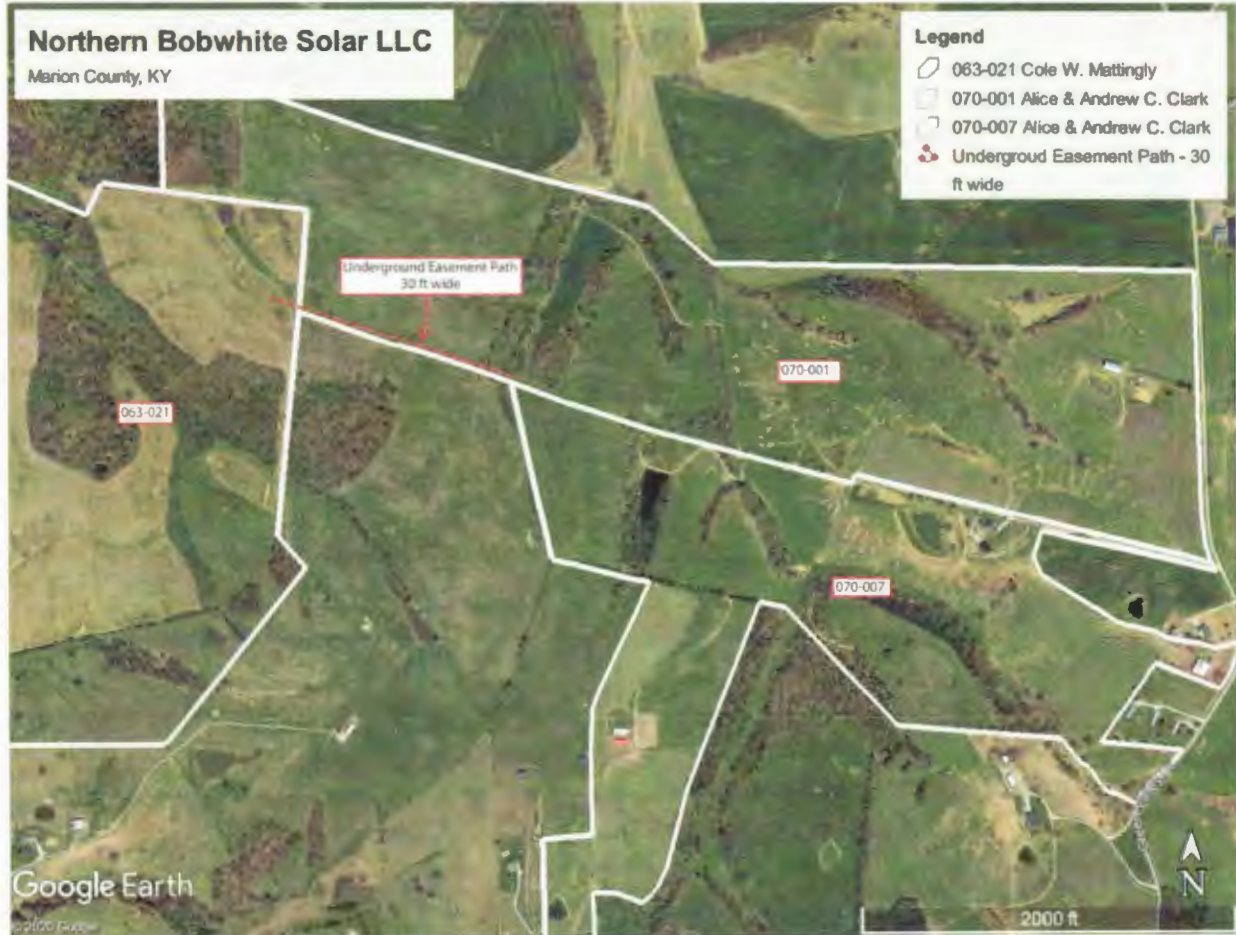
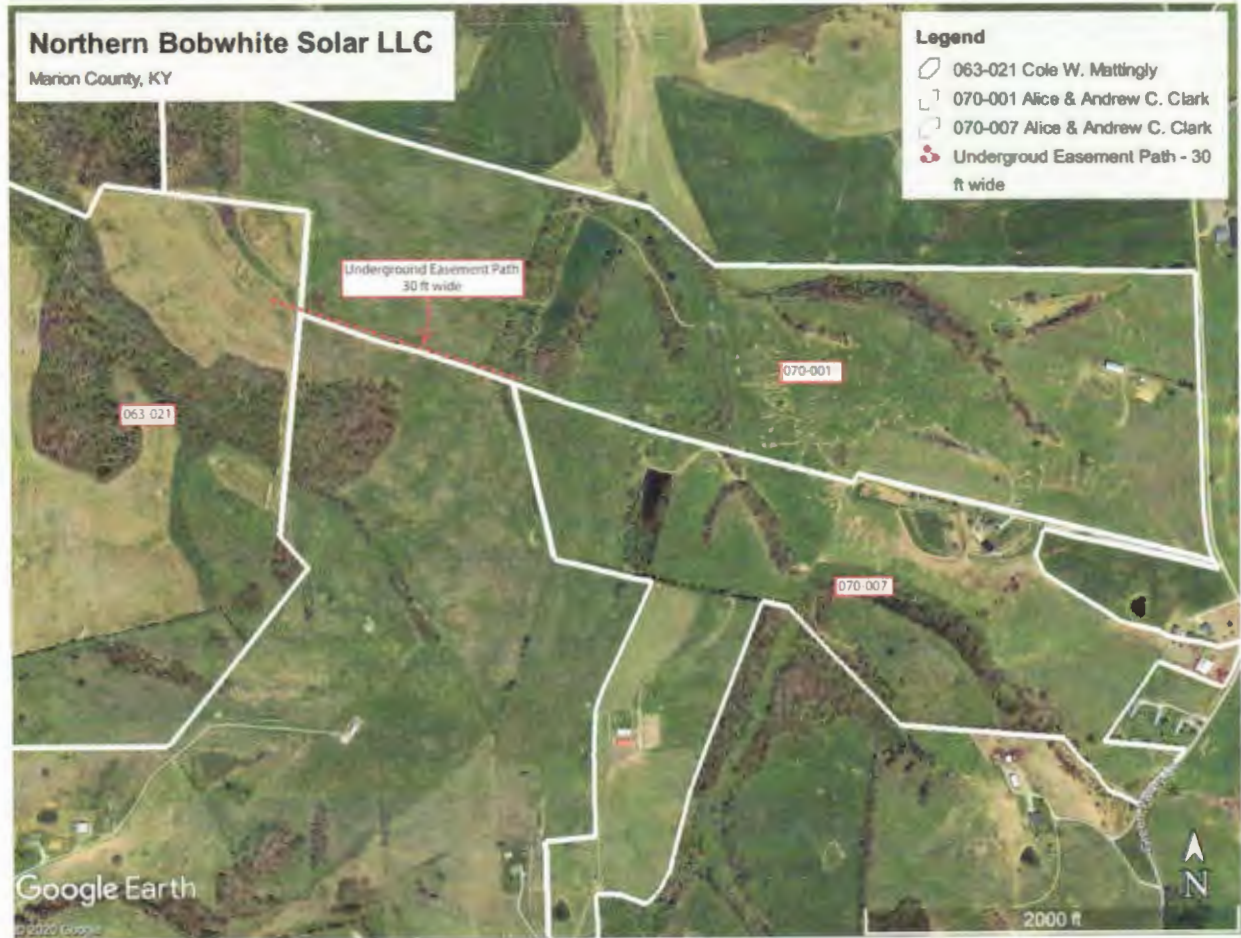


Exhibit D
Access Easement Area



STATE OF KENTUCKY
COUNTY OF MARION
I, CHAD MATTINGLY, County Clerk for the County
and State aforesaid, certify that the foregoing
DEED was on January 27, 2022
lodged for record, whereupon the same with the foregoing
and this certificate have been duly recorded in my office.

WITNESS my hand this January 27, 2022
CHAD MATTINGLY, CLERK

By

Janice Robinson

D.C.

Book: 475 Pages: 130-142 (13)
Name: D
CHAD MATTINGLY
MARION COUNTY
4/1/2022 11:26 AM
D.C: Janice.Richerson
Deed Tax: \$0.00



FILED
AT 9:35am
APR 01 2022
MARION COUNTY
CHAD G. MATTINGLY, COUNTY CLERK
AD 740 *LTC*

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:**

NORTHERN BOBWHITE SOLAR LLC
15445 Innovation Drive
San Diego, CA 92128

By: *Janice Richerson*
Janice Richerson, Senior Title Manager

STATE OF KENTUCKY

COUNTY OF MARION

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT ("Easement") is made and entered into as of this 18 day of September, 2020 (the "Effective Date") by and between ANDREW CLARK and ALICE CLARK, husband and wife (collectively referred to as "Grantors") and NORTHERN BOBWHITE SOLAR LLC, a Kentucky limited liability company ("Grantee"). Grantor and Grantee are sometimes individually referred to herein as a "party" and collectively referred to herein as the "parties."

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Marion County, Kentucky being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Grantor Parcel");

WHEREAS, Grantee leases certain real property near the Grantor Parcel being more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Grantee Parcels"); and

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of [REDACTED] and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

- 1. Grant of Utility and Access Easement:

(a) Utility Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel more particularly shown on Exhibit C attached hereto and incorporated herein by reference (the "Utility Easement Area") for the installation, maintenance, repair, replacement, and removal of: underground power lines and all infrastructure and facilities associated therewith (collectively, "Grantee's Facilities"). Without limiting the generality of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus.

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across the Grantor Parcel for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility Easement Area from time to time. The aforesaid easement unto Grantee and its successors and assigns forever. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities both inside and outside the Utility Easement Area, including reseeding and stabilizing such areas.

(c) Access Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel more particularly shown on Exhibit D attached hereto and incorporated herein by reference (the "Access Easement Area" and, together with the Utility Easement Area, the "Easement Area") for access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment), to and from the Utility Easement Area.

Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work in a good and workmanlike manner, and at no expense to Grantor. The parties acknowledge that, during the initial construction of their respective facilities, Grantor and Grantee may simultaneously construct and improve their respective facilities on the Grantor Parcel, and, therefore, the parties agree that both parties must be able to use the access road located within the Access Easement Area at all times for access to their respective facilities, and neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Either party shall give not fewer than seven (7) days prior notice (which may be telephonic or

by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area in good and workmanlike condition and repair at all times at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the Exhibit E attached hereto. The parties hereby agree that Grantee shall omit or remove Exhibit E from the original of the Agreement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be give or withheld in Grantee's sole and absolute discretion. If any payment otherwise due from Grantee herein is not received by Grantor ten (10) days after the later of the date the same is due hereunder and the date Grantor provides Grantee written notice of the delinquency, Grantee will pay a late fee to Grantor equal to 5.00% of the unpaid delinquent amount. Failure of the Grantor to comply with the provisions herein shall be deemed a default under the terms of this Easement. In the event of a default caused by Grantee's failure to make the required payments to Grantor as reflected on Exhibit E and Grantee's failure to cure the monetary default within ninety (90) days from the date Grantor provides Grantee written notice of the delinquency, Grantor may terminate this Easement. Upon Grantee's failure to timely cure any monetary default, the Grantors are authorized to unilaterally file a Certificate of Termination, sworn to by said Grantors, in the office of the Marion County Clerk, which shall constitute termination of the Easement. The Grantor's right of termination shall only apply to a monetary default by Grantee

5. Liens. Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance that has priority over this Easement. If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through, or under Grantee (each a "Grantee Lien"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall immediately reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien. Grantee shall give Grantor written notice within three (3) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination. Subject to the terms and conditions contained in this Section 8, this Easement shall be perpetual. Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the thirty-fifth (35th) anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Utility Easement Area to a substation or underground electric wires on the Grantor Parcel for sixty (60) consecutive months.

On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal, and restoration. Upon the termination of this Easement and at the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Marion County, Kentucky Register of Deeds.

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded with the Marion County, Kentucky Register of Deeds.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through, or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Easement in Gross to Grantee. All easements and other rights granted herein to Grantee shall be easements in gross for the benefit of and personal to Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns).

13. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

14. Exclusivity. Grantor may not grant rights within the Easement Area similar to the easement rights set forth in this Easement to any other party.

15. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

Grantor: Andrew & Alice Clark



Grantee: Northern Bobwhite Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

16. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

17. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

18. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand therefor (but not more often than one (1) time a calendar year), a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

19. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment

proceedings. As used in this Easement: (i) the term “reasonable attorneys’ fees” and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term “prevailing party” shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

20. Grantor’s Reservation of Rights. Except as specifically provided herein, Grantor shall continue to have the right to access and use the Grantor Parcel for all purposes that do not unreasonably interfere with Grantee’s exercise of the rights conveyed herein.

21. Indemnification. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys’ fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee’s indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys’ fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor’s indemnification, defense, and save harmless obligations shall not be applicable. The provisions of this Section 21 shall survive the expiration or termination of this Easement.

22. Insurance. Prior to Grantee or any party acting by, through or behalf of Grantee accessing the Easement Area, Grantee shall provide to Grantor a certificate of insurance naming Grantor, their parents, affiliates, and all of its subsidiaries as additional insureds, with the following minimum insurance:

(a) Worker’s Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.

(b) Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of One Million Dollars (\$1,000,000) per occurrence and in the annual aggregate.

(c) Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of One Million Dollars (\$1,000,000) per accident.

(d) Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in paragraphs a, b, and c above with a combined limit of Five Million Dollars (\$5,000,000) per occurrence.

The certificate of insurance evidencing coverage shall require the insurer endeavor to give thirty (30) days prior written notice to Grantor of cancellation of coverage. Any combination of primary and excess/umbrella policies may be utilized to satisfy the required limits of liability. Notwithstanding the above, the above insurance provisions may be satisfied by self-insurance. Grantee covenants that, in the event of the withdrawal of such self-insurance, Grantee will install insurance for those areas of coverage withdrawn that meets or exceeds the material requirements of this Easement. In the event that Grantee fails to maintain such self-insurance or insurance, Grantee shall defend or pay any such amount that would have been payable by an insurance carrier issuing such coverage, had such coverage been obtained by Grantee, to the party entitled to such payment and Grantee shall be responsible for any loss or expense to the same extent as Grantee's insurer would had Grantee obtained the insurance coverage required by this Easement.

[The remainder of this page intentionally left blank. Signature Pages Follow.]

[Signature Page to Easement]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Andrew Clark
Andrew Clark

Alice Clark
Alice Clark

STATE OF Kentucky
COUNTY OF Boyle

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

<u>Name</u>	<u>Capacity</u>
Andrew Clark	Individually
Alice Clark	Individually

Date: 8-28-2020

Paul Purcell, Notary Public
(print name)

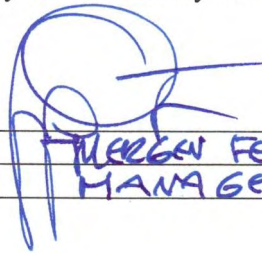
(official seal)

My commission expires: Aug 9, 2022

[Signature Page to Easement]

GRANTEE:

Northern Bobwhite Solar LLC,
a Kentucky limited liability company

By: 
Name: JURGEN FAHR
Title: MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg


I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
<u>Jurgon Fahr</u>	<u>Manager</u>

Date: 09/18/2020


Brett Moulton, Notary Public
(print name)

(official seal)



My commission expires: June 8, 2022

Exhibit A
Grantor Parcel



Exhibit B
Grantee Parcel

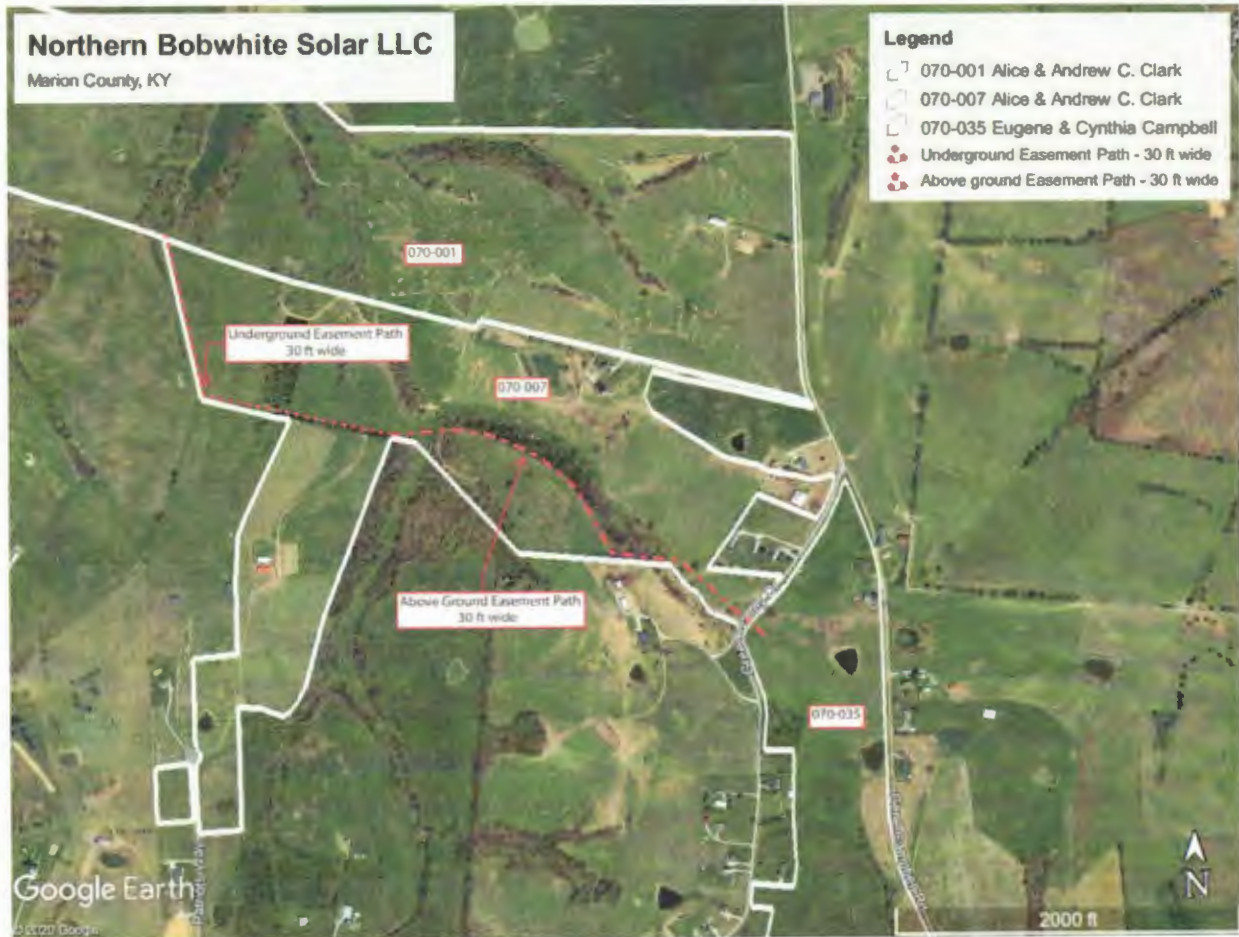


Exhibit C

Utility Easement Area

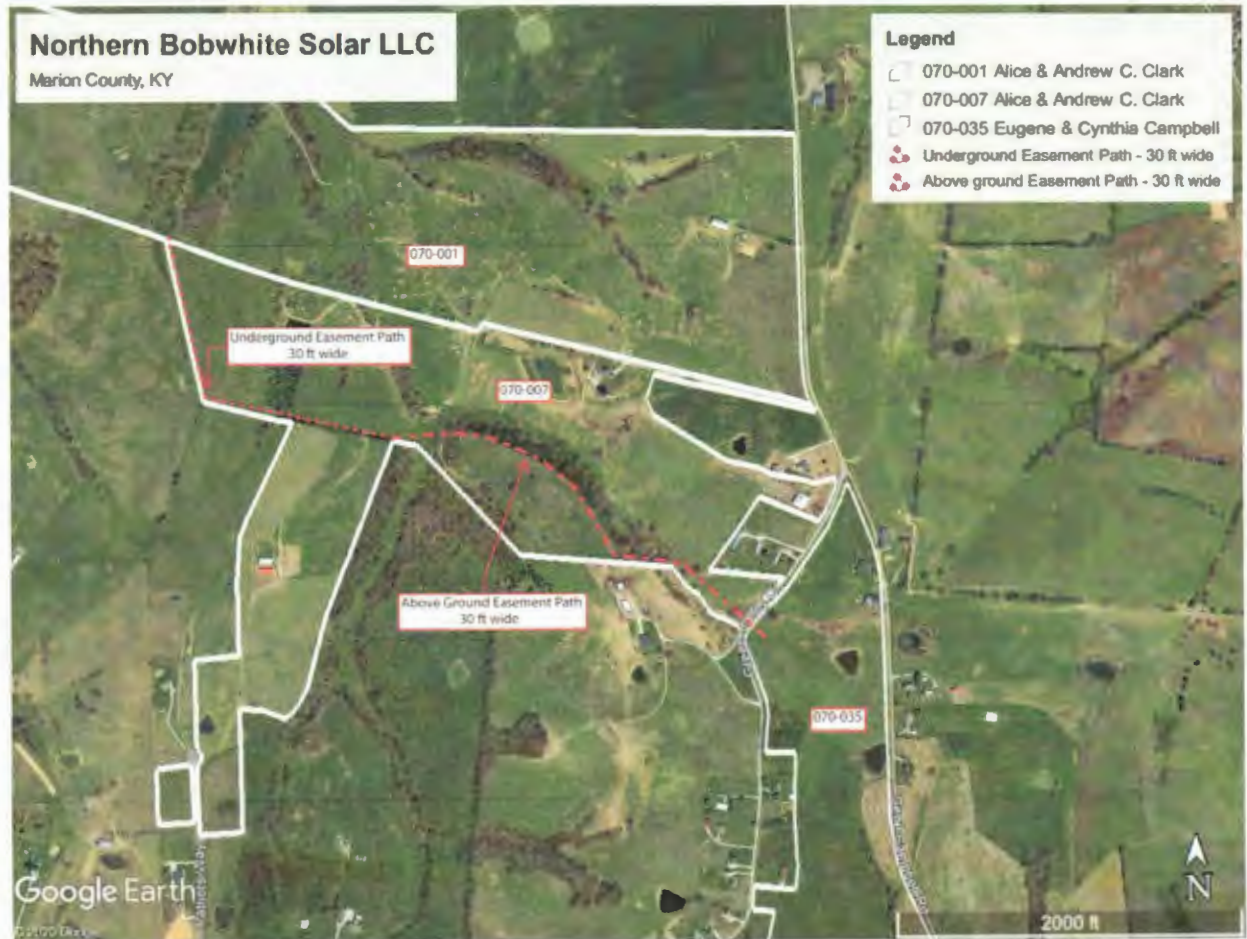
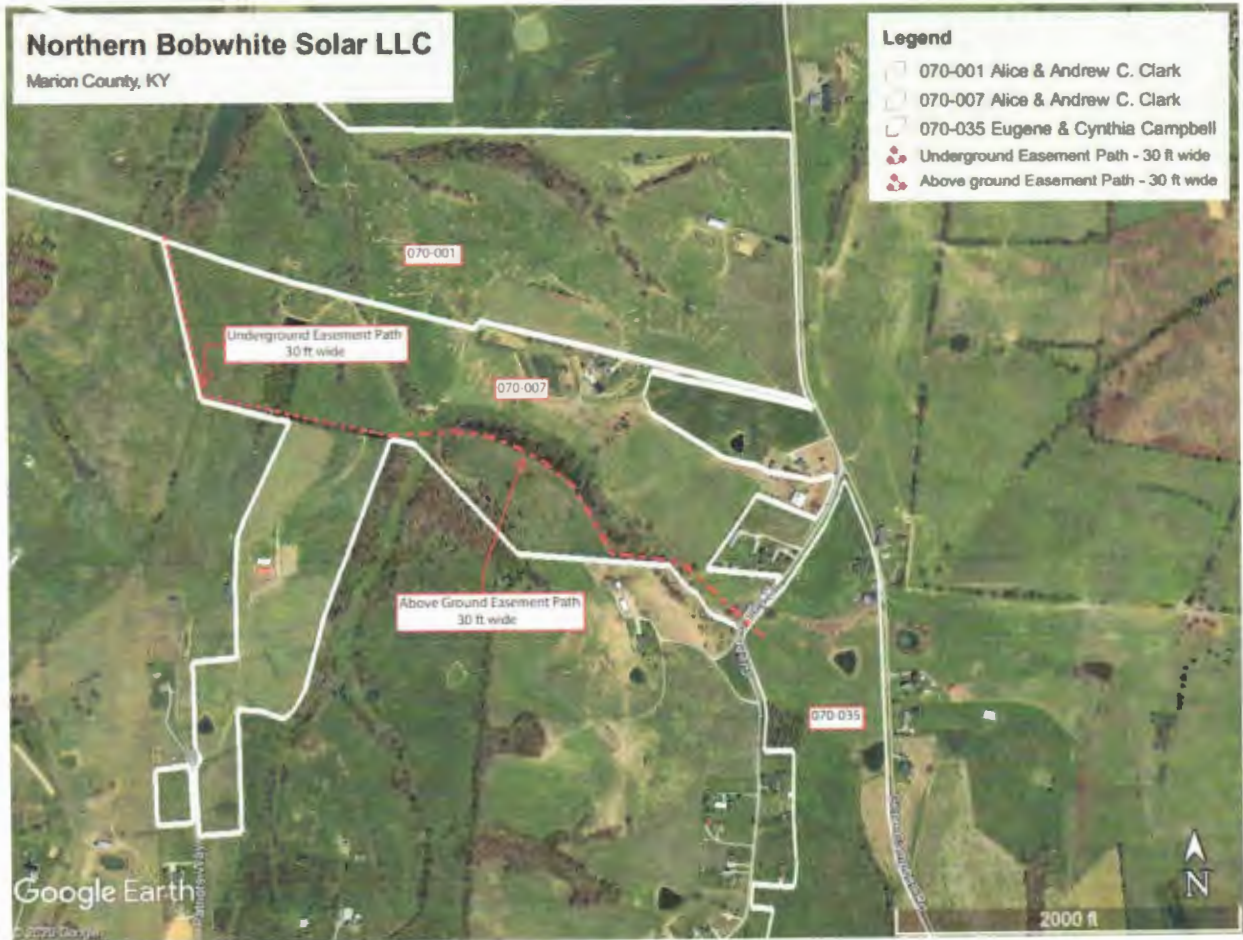


Exhibit D

Access Easement Area



STATE OF KENTUCKY
COUNTY OF MARION
I, CHAD MATTINGLY, County Clerk for the County
and State aforesaid, certify that the foregoing
DEED was on April 1, 2022
lodged for record, whereupon the same with the foregoing
and this certificate have been duly recorded in my office.

WITNESS my hand this April 1, 2022
CHAD MATTINGLY, CLERK

By

Jamie Richerson

D.C.

SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 25 day of September, 2020 (the "Effective Date"), by and between **JEREMY BLAIR and MOLLIE SULLIVAN** (collectively, "Landlord") and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant").

WITNESSETH:

In consideration of [REDACTED] be paid from Tenant to Landlord on or before the [REDACTED] days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property containing approximately 14.1 acres, located at 1569 Barbers Mill Road, Marion County, KY and in substantially the location set forth on Exhibit B less and except and not including the Do Not Disturb Area as defined in Section 6 and as depicted on Exhibit B-1 attached hereto and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the "Premises"), to be occupied and used upon the terms and conditions set forth herein. The Premises are a portion of that certain property with Tax Parcel No. of 064-002-03-04 containing approximately 35.3 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the "Land").

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a "Extension Term" and collectively, the "Extension Terms") by providing Landlord with written notice of Tenant's election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than the payment of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and those

obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines. During the performance of such diligence, Tenant shall use commercially reasonable efforts to minimize to the extent reasonably possible any interference with Landlord's ongoing use of the Premises, to the extent permitted under this Lease, and only upon prior notification, either oral or by agreed upon e-mail or text messaging, to Landlord of any intended on site activities, which notice Tenant shall in good faith attempt to provide at least forty-eight hours prior to such entry. Any trenches, borings or other land disturbances incurred during the testing period shall be fully restored.

Prior to the Rent Commencement Date, Tenant shall (at its expense) obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("Released Premises") so long as Landlord has access to the Released Premises. The portion of the Premises remaining after any partial termination of this Lease shall thereafter be the "Premises" for purposes of this Lease, and all payment amounts based on acreage shall be adjusted to the amount of acreage of the Premises not terminated. In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit B as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises and the delineation of acreage as shown on the Survey shall be binding on the parties hereto.

2. Construction Notice; Construction Rent; Crop Loss Payment.

(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the "Construction Notice"), The Construction Notice shall include the date on which Tenant intends to commence construction ("Construction Start Date"). Tenant shall deliver the Construction Notice at least thirty (30) days prior to the Construction Start Date. For purposes of this Lease, "construction" shall be defined as Tenant taking any of the following actions: i) issuing an unlimited notice to proceed to the general contractor, ii) mobilization of machinery, equipment, or personal property onto the Premises for the purpose of building the improvements, or iii) the installation of permanent improvements upon the Premises.

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the "Construction Period"), Tenant shall pay Landlord rent in the amount of [REDACTED] on the Premises then in effect (the "Construction Rent"), in two equal installments per year with the first rent installment payable on or before the Construction Start Date and, the second rent installment being due on or before the date that is six (6) months following the Construction Start Date, and subsequent payments of rent being every six (6) months thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated [REDACTED]

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant's initial construction of its intended solar farm during the Construction Period [REDACTED]

3. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent shall equal [REDACTED] of land located within the Premises (prorated for any fractional acres), as determined by the Survey. If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

(b) Annual rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that is between the Rent Commencement Date and the next December 31st, the second rent installment being due on or before the date that is thirty (30) days following the first January 1st following the Rent Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1st thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

(g)

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord; provided however, Tenant shall not install any communication towers such as cell phone, radio or other antenna towers on the Premises, and any security surveillance equipment that Tenant installs on the Premises shall not monitor the residence of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; in the event that Tenant requests, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. Do Not Disturb Area. The area shown on Exhibit B.1, (the "Do Not Disturb Area") shall be excluded from the Land.

7. Inverter Exclusion Area. Notwithstanding anything to the contrary stated herein, Tenant shall not locate inverters within the portion of property depicted in Exhibit B-2, (the "Inverter Exclusion Area")

8. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

9. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least One Million Dollars (\$1,000,000.00) each Occurrence and at least Two Million Dollars (\$2,000,000.00) in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the Commonwealth of Kentucky and shall name the Landlord as an additional insured.]

10. Taxes.

(a) Tenant shall pay when due all ad valorem taxes and assessments that may be imposed upon the Premises beginning on the date that Tenant actually commences construction in the solar farm described in the Construction Notice until the end of the Term by applicable governmental entities, including, without limitation, all ad valorem taxes and assessments levied upon the improvements made to the Land by Tenant or upon any other property installed in or brought onto the Premises by Tenant and any roll-back taxes that become due as a result of such construction (but excluding any taxes applicable to the period prior to the beginning of the Term other than the roll-back taxes described above). Furthermore, in the event that the Premises is a part of a larger tax parcel owned by Landlord and ad valorem taxes on such tax parcel increase as a result of Tenant's use of the Premises for the Intended Use, the increased taxes resulting from such change of use shall be equitably apportioned as to Landlord and Tenant in a pro-rata manner such that Tenant is responsible only for such costs as they relate to the Premises or to the extent proven to be in addition to those Landlord would otherwise be required to pay for the remainder of the tax parcel.

(b) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

11. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

12. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding anything to the contrary contained herein, the amount of award granted to Tenant shall specifically include the value of any improvements or equipment taken or cannot be removed and reasonably reused after the taking or the cost to remove and relocate improvements or equipment on Land that is taken. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

13. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.

14. Default. [REDACTED]

15. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

16. Possession After Expiration or Termination. [REDACTED]

17. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

18. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the "Landlord Parties") from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the Landlord Parties as a result of, arising out of, or relating to: (a) negligent or willful acts or omissions of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the "Tenant Parties") in connection with Tenant Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Landlord Party, and/or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties' uses of or operations on the Premises.

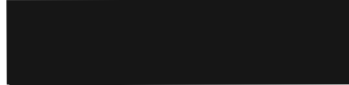
(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of, arising out of, or relating to: (a) negligent or willful acts or omissions of any of the Landlord Parties in connection with Landlord Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (b) the condition of the Premises that Landlord has knowledge of, or after reasonable inquiry, should have knowledge of, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (c) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period, and/or (d) any environmental matters and conditions at the Premises, to the extent existing or first occurring before the Effective Date (the "Pre-Existing Environmental Liabilities"). Landlord hereby agrees to and does assume all of the Pre-Existing Environmental Liabilities.

19. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

20. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

21. Notices; Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Jeremy Blair and Mollie Sullivan



To Tenant: Northern Bobwhite Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

And to: Kilpatrick Townsend & Stockton LLP
4208 Six Forks Road, Suite 1400
Raleigh, NC 27609
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

22. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

23. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

24. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

25. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

26. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's knowledge after due inquiry, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Energy Facilities that existed as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph;

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded; provided that a written or oral lease or agreement to conduct normal, customary farming operations for the period prior to the Construction Start Date does not violate this provision;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

27. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

28. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

29. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property

(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such

easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

30. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the Commonwealth in which the Premises is located.

31. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "Landlord Access") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord's adjoining property as currently being used and such access shall only commence after the Commercial Operation Date. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property.

32. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "Confidential Information") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease

Tenant shall have the right to disclose any information with respect to Landlord and with respect to the terms of this Lease as required by applicable law or as may be reasonably necessary in connection with any federal, state or local or permitting, approvals or entitlements or offtakers of solar power with respect to the Intended Use, or in any court action or proceeding with respect to this Lease.

33. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

34. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

35. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

36. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

37. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii)



(iv)





(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.


[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

LANDLORD:



Jeremy Blair



Mollie Sullivan

TENANT:

Northern Bobwhite Solar LLC,
a Kentucky limited liability company

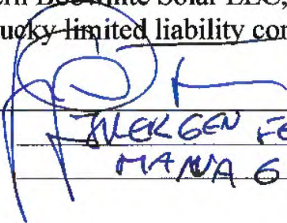
By: 
Name: ALEXANDER FEAR
Title: MANAGER

EXHIBIT A

Land

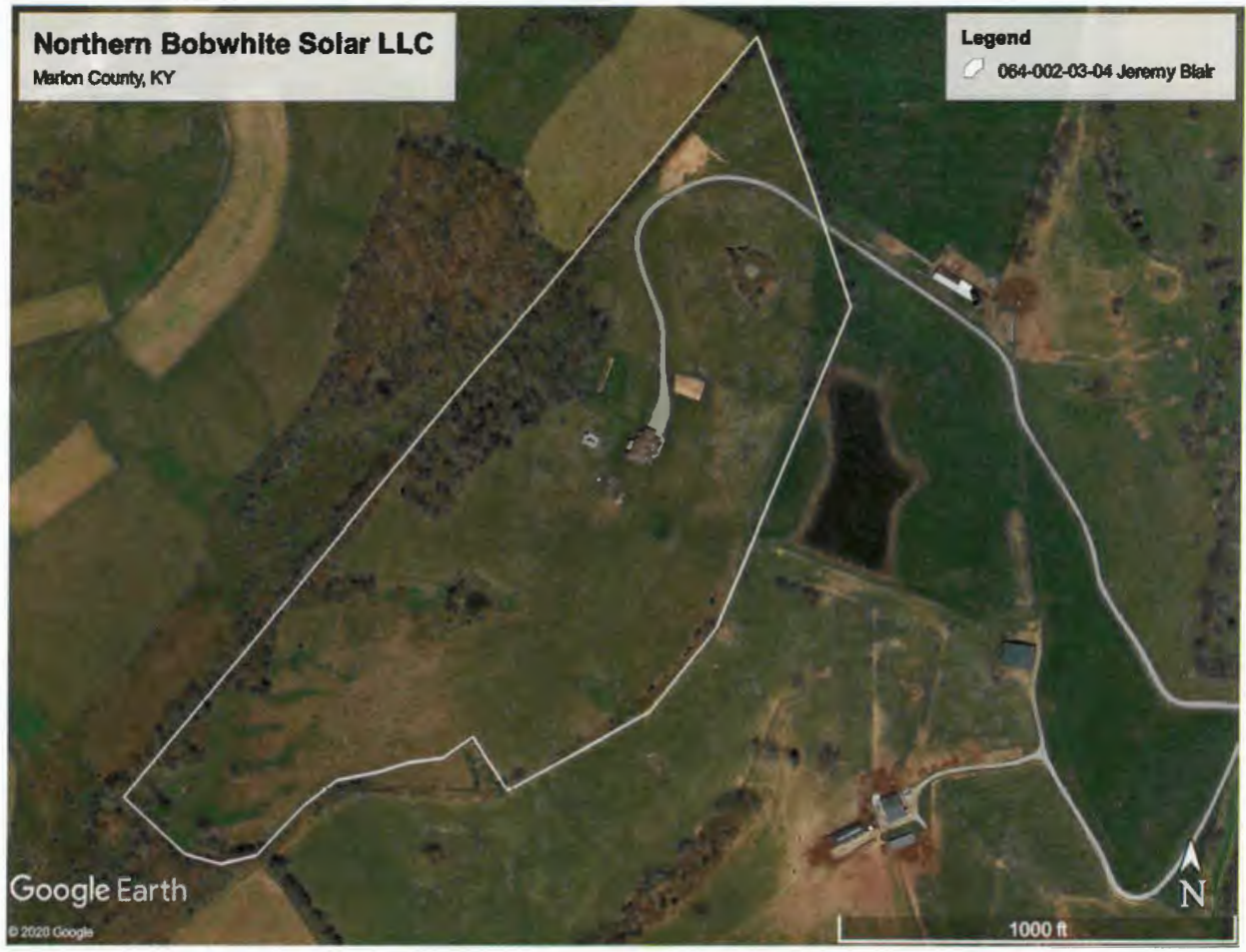


EXHIBIT B

Premises

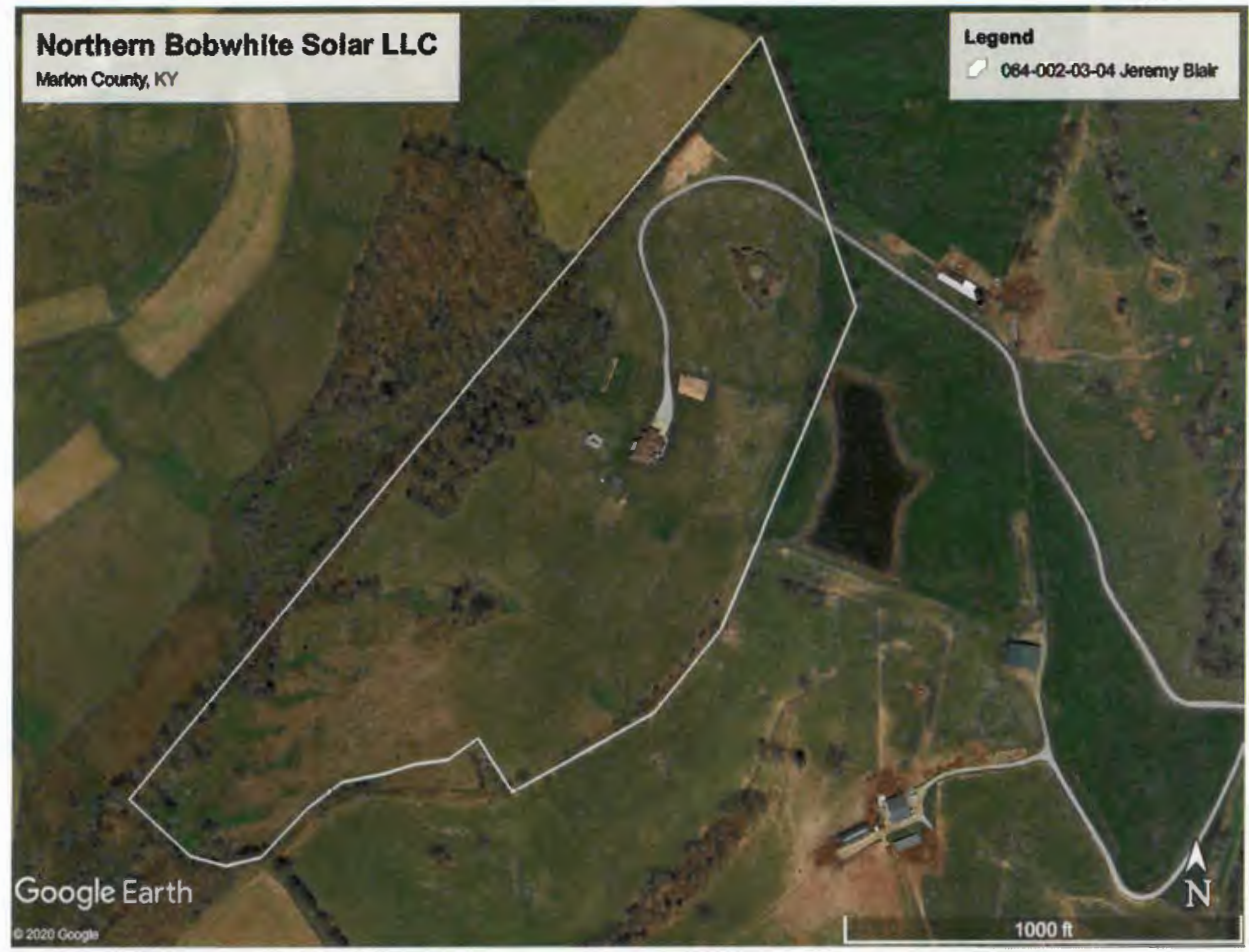


EXHIBIT B-1

Do Not Disturb Area



EXHIBIT B-2

Inverter Exclusion Area

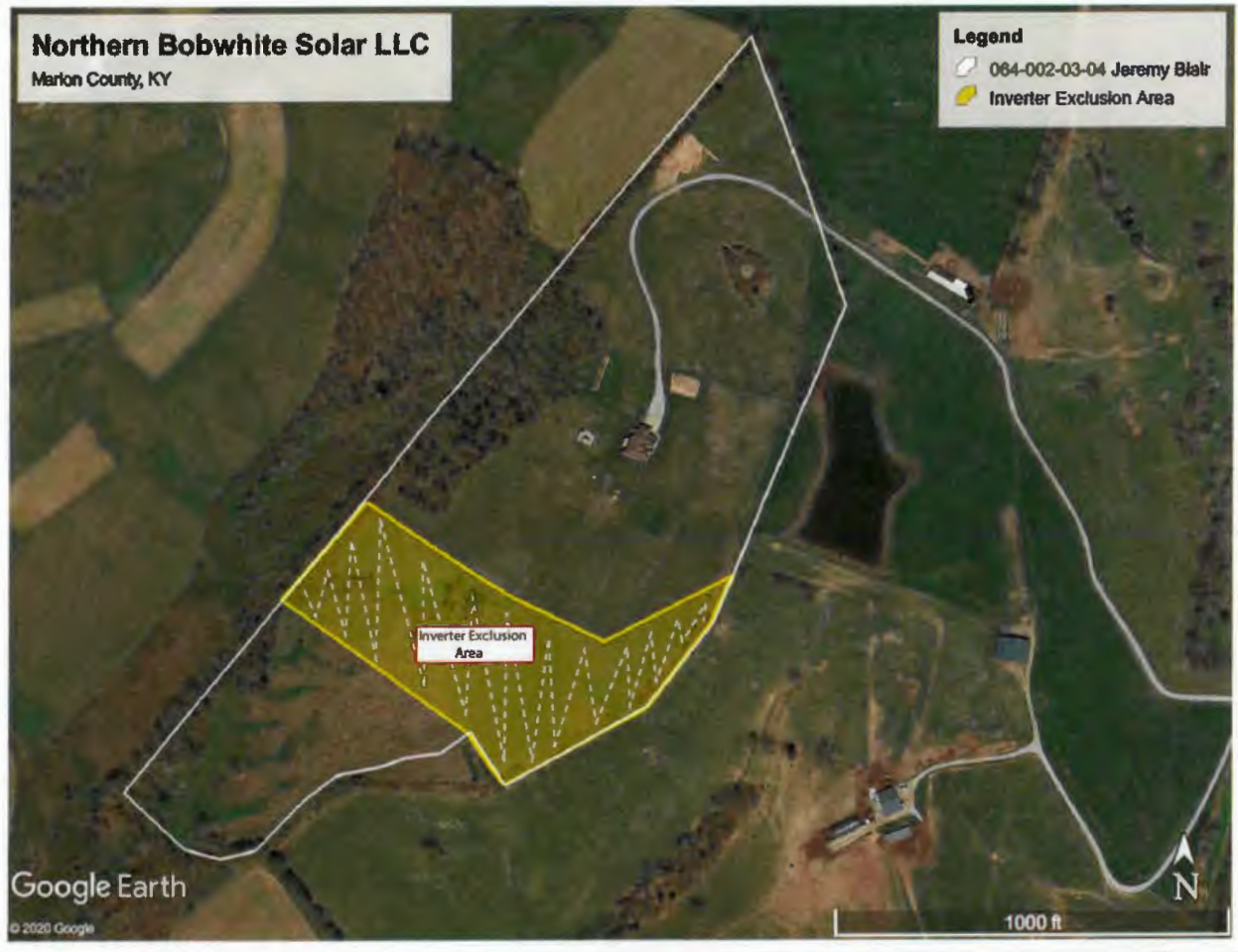


EXHIBIT C.

Memorandum of Lease

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:

[] Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By: _____
Juergen Fehr, Manager

COMMONWEALTH OF KENTUCKY

COUNTY OF MARION

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this _____ day of _____, 2019, by and between **JEREMY BLAIR and MOLLIE SULLIVAN** (collectively, the "Landlord"), and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated _____, 20__ (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 064-002-03-04 containing approximately 35.3 acres, located at 1569 Barbers Mill Road, Marion County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:

- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
- ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5. **Operations Easements:** Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land;(C) Battery Energy Storage System that will store electricity along with related equipment, fixtures,

appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that

Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

LANDLORD:

Jeremy Blair

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Jeremy Blair	Individual

Date: _____

_____, Notary Public
(print name)

(official seal)

My commission expires: _____

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

LANDLORD:

Mollie Sullivan

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Mollie Sullivan	Individual

Date: _____

_____, Notary Public
(print name)

(official seal)

My commission expires: _____

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

Northern Bobwhite Solar LLC,
a Kentucky limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: _____

Notary Public

(print name)

(official seal)

My commission expires: _____

[AFFIX NOTARY SEAL BELOW – NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

EXHIBIT A

Land

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY
DEED DATED F _____ OF RECORD IN DEED BOOK
_____, PAGE _____, IN THE OFFICE OF THE CLERK OF
MARION COUNTY, KENTUCKY.

EXHIBIT B

Premises

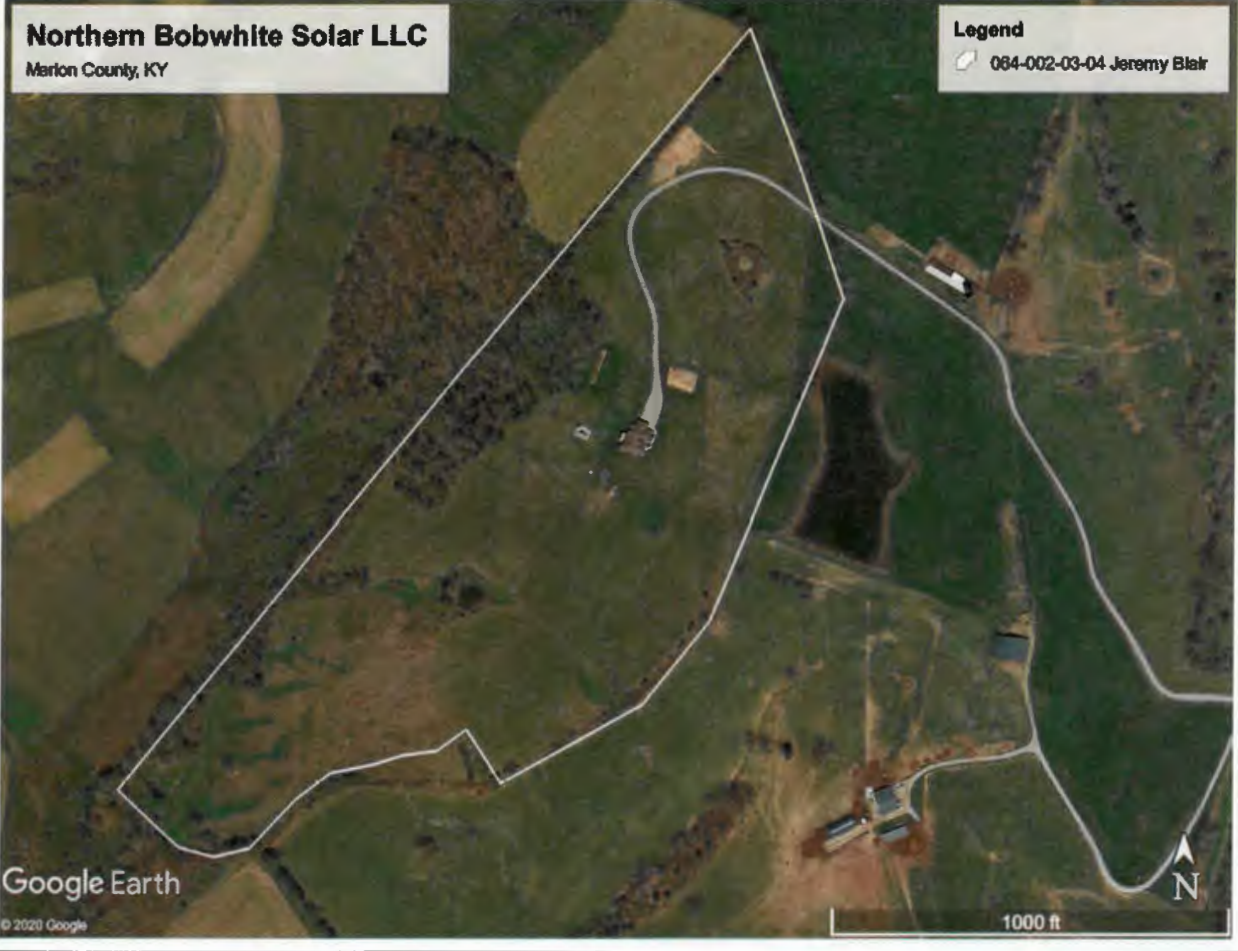


EXHIBIT B-1

Do Not Disturb Area



EXHIBIT B-2

Inverter Exclusion Area

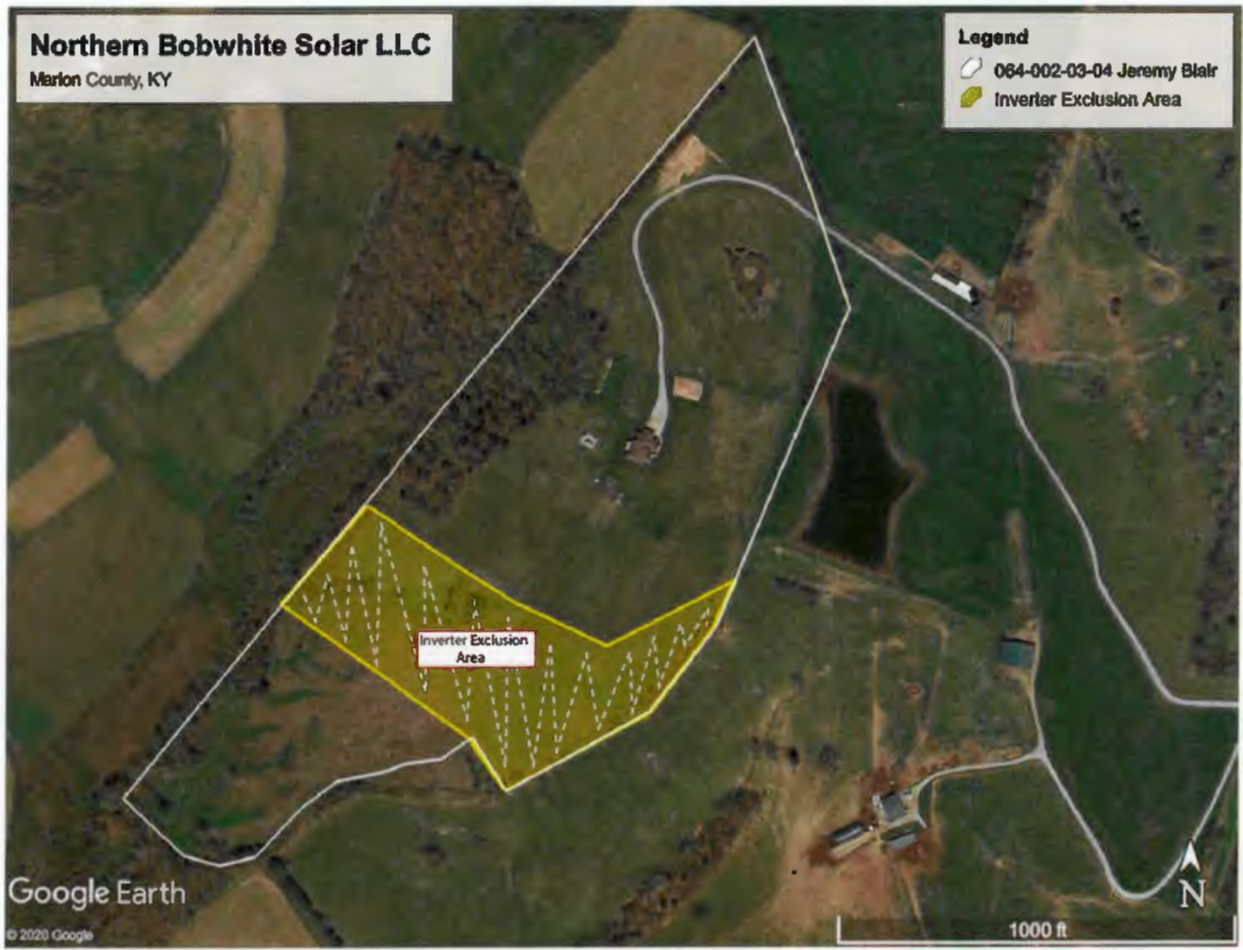


EXHIBIT D

Template Decommissioning Plan

1. INTRODUCTION

1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by Tenant, ("**Project**"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

1.2 Objectives

The objective of this Decommissioning Plan, ("**Plan**"), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Tenant will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project's (CUP/SUP) to be returned to their original zone classifications.

2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Tenant will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

2.4 PV Module Collection and Recycling

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed for the site for resale, scrap value or disposal.

2.5 Electrical Equipment and Inverters

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

2.6 Roads, Parking Area

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

2.7 Other Components

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

2.8 Site Restoration

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

2.9 Management of Wastes and Excess Materials

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

2.10 Emergency Response and Communications Plans

During decommissioning, Tenant will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The Tenant contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Tenant Representative who will respond to any inquiry. In the event of an emergency, Tenant will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

3. PROJECT DECOMMISSIONING COST ESTIMATE

3.1 Cost Estimate:

Tenant shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");
- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").

Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

The Decommissioning Cost Estimate shall be an amount equal to at least \$500 per acre.

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

3.2 Security:

Tenant will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), ("**Decommissioning Security**"). Decommissioning Security shall be provided by Tenant prior to the Commercial Operation Date and shall be increased every five years based on an assumed 2.5% annual inflation rate.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or a bank or title company, or (ii) a letter of credit from a financial institution reasonably acceptable to the County which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to County (each a form of "**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Tenant shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Tenant, Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by Tenant.

SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 10 day of September, 2019 (the "Effective Date"), by and between **CHARLES P. BRUSSELL and PAULA ANN BRUSSELL** (collectively, "Landlord") and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant").

WITNESSETH:

In consideration of [REDACTED] to be paid from Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property containing approximately 54 acres, located at 0 Barbers Mill Road, Marion County, Kentucky and in substantially the location set forth on Exhibit B attached hereto and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the "Premises"), to be occupied and used upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. of 064-002-03 containing approximately 71.16 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the "Land").

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a "Extension Term" and collectively, the "Extension Terms") by providing Landlord with written notice of Tenant's election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than the payment of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and those obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines.

Prior to the Rent Commencement Date, Tenant shall (at its expense) obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("Released Premises") so long as Landlord has access to the Released Premises. The portion of the Premises remaining after any partial termination of this Lease shall thereafter be the "Premises" for purposes of this Lease, and all payment amounts based on acreage shall be calculated using the greater of either (i) forty (40) acres or (ii) the actual amount of acreage of the Premises not terminated. In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit B as if fully set forth therein without amendment to this Lease, and that

for purposes of determining the amount of rent payable hereunder, the size of the Premises and the delineation of acreage as shown on the Survey shall be binding on the parties hereto.

2. Construction Notice; Construction Rent; Crop Loss Payment.

(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the "**Construction Notice**"), The Construction Notice shall include the date on which Tenant intends to commence construction ("**Construction Start Date**"). Tenant shall deliver the Construction Notice at least thirty (30) days prior to the Construction Start Date. For purposes of this Lease, "construction" shall be defined as Tenant taking any of the following actions: i) issuing an unlimited notice to proceed to the general contractor, ii) mobilization of machinery, equipment, or personal property onto the Premises for the purpose of building the improvements, or iii) the installation of permanent improvements upon the Premises.

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the "**Construction Period**") Tenant shall pay Landlord rent in the amount of [REDACTED] in two equal installments per year with the first rent installment payable on or before the Construction Start Date and, the second rent installment being due on or before the date that is six (6) months following the Construction Start Date, and subsequent payments of rent being every six (6) months thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated. The Construction Period shall not exceed thirty-six (36) months, at which point the Rent Commencement Date shall occur.

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant's initial construction of its intended solar farm during the Construction Period [REDACTED]

3. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent shall equal [REDACTED] of land located within the Premises (prorated for any fractional acres), as determined by the Survey. If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

(b) Annual rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that

is between the Rent Commencement Date and the next December 31st, the second rent installment being due on or before the date that is thirty (30) days following the first January 1st following the Rent Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1st thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

(h)

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; in the event that Tenant requests, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees. Proceeds from the harvesting of timber after removal costs shall be paid to the Landlord. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. Do Not Disturb Area. Intentionally Deleted.

7. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

8. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least One Million Dollars (\$1,000,000.00) each Occurrence and at least Two Million Dollars (\$2,000,000.00) in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Kentucky and shall name the Landlord as an additional insured. Tenant shall deliver to Landlord certificates evidencing the existence and the amount of such insurance, or renewals of them or binders to them.

9. Taxes.

(a) Tenant shall pay when due all ad valorem taxes and assessments that may be imposed upon the Premises beginning on the date that Tenant actually commences construction in the solar farm described in the Construction Notice until the end of the Term by applicable governmental entities, including, without limitation, all ad valorem taxes and assessments levied upon the improvements made to the Land by Tenant or upon any other property installed in or brought onto the Premises by Tenant and any roll-back taxes that become due as a result of such construction (but excluding any taxes applicable to the period prior to the beginning of the Term other than the roll-back taxes described above). Furthermore, in the event that the Premises is a part of a larger tax parcel owned by Landlord and ad valorem taxes on such tax parcel increase as a result of Tenant's use of the Premises for the Intended Use, the increased taxes resulting from such change of use shall be equitably apportioned as to Landlord and Tenant in a pro-rata manner such that Tenant is responsible only for such costs as they relate to the Premises or to the extent proven to be in addition to those Landlord would otherwise be required to pay for the remainder of the tax parcel.

(b) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

10. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

11. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

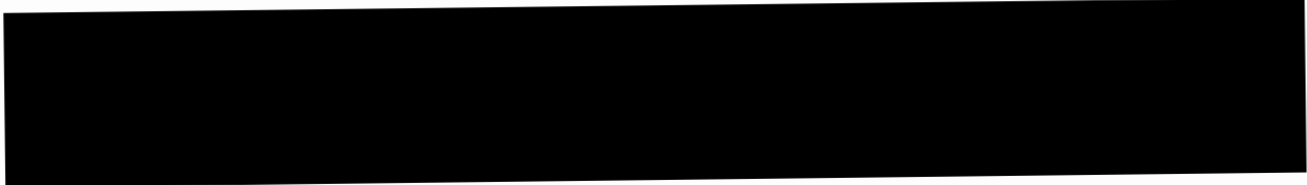
(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding anything to the contrary contained herein, the amount of award granted to Tenant shall specifically include the value of any improvements or equipment taken or cannot be removed and reasonably reused after the taking or the cost to remove and relocate improvements or equipment on Land that is taken. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

12. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.

13. Default.



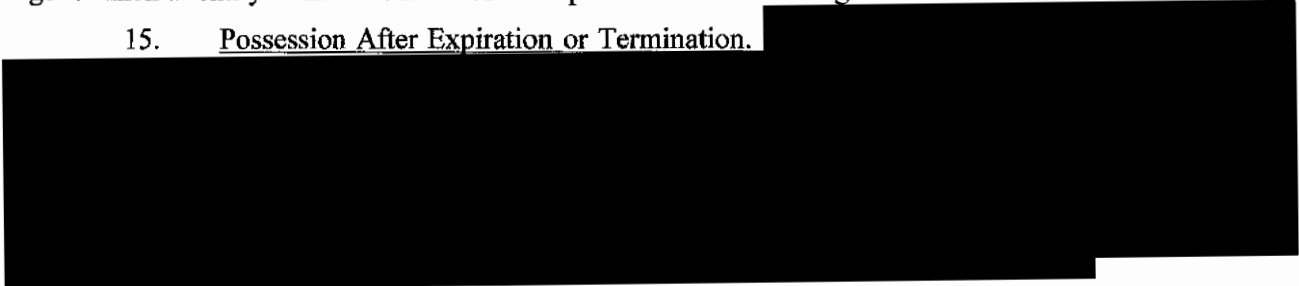


14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

15. Possession After Expiration or Termination.



16. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

17. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the "Landlord Parties") from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the Landlord Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the "Tenant Parties") in connection with Tenant Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Landlord Party, and/or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties' uses of or operations on the Premises.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of any of the Landlord Parties in connection with Landlord Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (b) the condition of the Premises that Landlord has knowledge of, or after reasonable inquiry, should have knowledge of, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (c) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period, and/or (d) any environmental matters and conditions at the Premises, to the extent existing or first occurring before the Effective Date (the "Pre-Existing Environmental Liabilities"). Landlord hereby agrees to and does assume all of the Pre-Existing Environmental Liabilities.

18. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

19. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

20. Notices; Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Charles P. Brussell and Paula Ann Brussell



To Tenant: Northern Bobwhite Solar, LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

And to: Kilpatrick Townsend & Stockton LLP
4208 Six Forks Road, Suite 1400
Raleigh, NC 27609
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

21. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

22. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

23. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Kentucky.

24. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's knowledge after due inquiry, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Energy Facilities that existed as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph;

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded; provided that a written or oral lease or agreement to conduct normal, customary farming operations for the period prior to the Construction Start Date does not violate this provision;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

26. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

27. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

28. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property"), except any portions of the Adjacent Property located in the Do Not Disturb Area, to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

- (i) An exclusive easement for electrical interconnection purposes;
- (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;
- (iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;
- (iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the

Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property

(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

29. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency.

Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the State in which the Premises is located.

30. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "**Landlord Access**") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord's adjoining property as currently being used and such access shall only commence after the Commercial Operation Date. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property.

31. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "Confidential Information") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease.

Tenant shall have the right to disclose any information with respect to Landlord and with respect to the terms of this Lease as required by applicable law or as may be reasonably necessary in connection with any federal, state or local or permitting, approvals or entitlements or offtakers of solar power with respect to the Intended Use, or in any court action or proceeding with respect to this Lease.

32. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed

in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

33. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

34. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

35. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

36. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii)



(iv)




(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons

at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

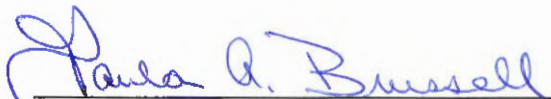
(d) Landlord shall, at Tenant's or a Lender's request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

LANDLORD:



Charles P. Brussell



Paula Ann Brussell

TENANT:

NORTHERN BORWHITE SOLAR, LLC

By: _____
Name: JULIENNE PETER
Title: MANAGER

EXHIBIT A

Land

 **qPublic.net™** Marion County, KY PVA



Parcel ID	064-002-03	Alternate ID	70393	Owner Address	BRUSSELL CHARLES P & PAUL A ANN
Sec/Twp/Rng	n/a	Class	Farm		772 E MAINS I
Property Address	0 BARBERS MILL RD	Acreage	71.16		LEBANON KY 40033
District	County				
Brief Tax Description	BARBERS MILL RD/TR3/SLIDE 308				

EXHIBIT B

Premises



EXHIBIT B.1, B.2, etc...

INTENTIONALLY DELETED

EXHIBIT C

Memorandum of Lease

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:

[] Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By: _____
 Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF _____

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement (“Memorandum”) is entered into this _____ day of _____, 2019, by and between **CHARLES P. BRUSSELL and PAULA ANN BRUSSELL** (collectively, “Landlord”) and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company (“Tenant”), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated _____, 20__ (the “Lease”). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 064-002-03 containing approximately 71.16 acres, located at Marion County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the “**Land**”. The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with “all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon” is referred to in the Lease as the “**Premises**”.

2. **Term:** Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. **Renewal Terms:** Four (4) renewal terms of five (5) years each.
4. **Right to Terminate:** Tenant has the right to terminate the Lease:
- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
 - ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.
5. **Operations Easements:** Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:
- (i) An exclusive easement for electrical interconnection purposes;
 - (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;
 - (iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

LANDLORD:

Charles P. Brussell

Paula Ann Brussell

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity

Date: _____

_____, Notary Public
(print name)

(official seal)

My commission expires: _____

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

NORTHERN BOBWHITE SOLAR LLC,
a Kentucky limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

I have personal knowledge of the identity of the principal(s)
 I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____

A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:_____.

Date: _____

Notary Public

(print name)

(official seal)

My commission expires:_____

[AFFIX NOTARY SEAL BELOW – NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

EXHIBIT A

Land

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY
DEED DATED F _____ OF RECORD IN DEED BOOK
_____, PAGE _____, IN THE OFFICE OF THE CLERK OF
_____ COUNTY, KENTUCKY.

EXHIBIT B

Premises



EXHIBIT D

Template Decommissioning Plan

1. INTRODUCTION

1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by Northern Bobwhite Solar, LLC, ("**Project**"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

1.2 Objectives

The objective of this Decommissioning Plan, ("**Plan**"), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Northern Bobwhite Solar, LLC will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project's (CUP/SUP) to be returned to their original zone classifications.

2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Northern Bobwhite Solar, LLC will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

2.4 PV Module Collection and Recycling

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed for the site for resale, scrap value or disposal.

2.5 Electrical Equipment and Inverters

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

2.6 Roads, Parking Area

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

2.7 Other Components

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

2.8 Site Restoration

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

2.9 Management of Wastes and Excess Materials

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

2.10 Emergency Response and Communications Plans

During decommissioning, Northern Bobwhite Solar, LLC will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The Northern Bobwhite Solar, LLC contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Northern Bobwhite Solar, LLC Representative who will respond to any inquiry. In the event of an emergency, Northern Bobwhite Solar, LLC will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

3. PROJECT DECOMMISSIONING COST ESTIMATE

3.1 Cost Estimate:

Northern Bobwhite Solar, LLC shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");

- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").

Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

The Decommissioning Cost Estimate shall be an amount equal to at least \$500 per acre.

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

3.2 Security:

Northern Bobwhite Solar, LLC will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), ("**Decommissioning Security**"). Decommissioning Security shall be provided by Northern Bobwhite Solar, LLC prior to the Commercial Operation Date and shall be increased every five years based on an assumed 2.5% annual inflation rate.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or a bank or title company, or (ii) a letter of credit from a financial institution reasonably acceptable to the County which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to County (each a form of "**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Northern Bobwhite Solar, LLC shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Northern Bobwhite Solar, LLC, Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by Northern Bobwhite Solar, LLC.

SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 20 day of July, 2020 (the "Effective Date"), by and between **DAVID C. CLARK** ("Landlord") and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant").

WITNESSETH:

In consideration of [REDACTED] be paid from Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property containing approximately 75 acres, located at 2615 Springfield Highway, Marion County, Kentucky and in substantially the location set forth on Exhibit B attached hereto and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the "Premises"), to be occupied and used upon the terms and conditions set forth herein. The Premises are a portion of that certain property with Tax Parcel No. of 063-015 containing approximately 114.171 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the "Land").

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a "Extension Term" and collectively, the "Extension Terms") by providing Landlord with written notice of Tenant's election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than the payment of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and those obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines. During the performance of such diligence, Tenant shall use commercially reasonable efforts to minimize to the extent reasonably possible any interference with Landlord's ongoing use of the Premises, to the extent permitted under this Lease, and only upon prior notification, either oral or by agreed upon e-mail or text messaging, to Landlord of any intended on site activities, which notice Tenant shall in good faith attempt to provide at least forty-eight (48) hours prior to such entry. Any trenches, borings or other land disturbances incurred during the testing period shall be fully restored and regraded as soon as is reasonably practicable under the circumstances after such disturbances occur.

Prior to the Rent Commencement Date, Tenant shall (at its expense) obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice

to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("Released Premises") so long as Landlord has access to the Released Premises. In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit B as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises and the delineation of acreage as shown on the Survey shall be binding on the parties hereto

2. Construction Notice; Construction Rent; Crop Loss Payment.

(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the "**Construction Notice**"), The Construction Notice shall include the date on which Tenant intends to commence construction ("**Construction Start Date**"). Tenant shall deliver the Construction Notice at least thirty (30) days prior to the Construction Start Date. For purposes of this Lease, "construction" shall be defined as Tenant taking any of the following actions: i) issuing an unlimited notice to proceed to the general contractor, ii) mobilization of machinery, equipment, or personal property onto the Premises for the purpose of building the improvements, or iii) the installation of permanent improvements upon the Premises.

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the "**Construction Period**"), Tenant shall pay Landlord rent in the amount [REDACTED] in two equal installments per year with the first rent installment payable on or before the Construction Start Date and, the second rent installment being due on or before the date that is six (6) months following the Construction Start Date, and subsequent payments of rent being every six (6) months thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated. [REDACTED]

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant's initial construction of its intended solar farm during the Construction Period, [REDACTED]

3. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent shall equal [REDACTED] of land located within the Premises (prorated for any fractional acres), as determined by the Survey. If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

(b) Annual rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that is between the Rent Commencement Date and the next December 31st, the second rent installment being due on or before the date that is thirty (30) days following the first January 1st following the Rent Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1st thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(c)

(d)

(e)

(f)

(g)

(h)

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; in the event that Tenant requests, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees. Proceeds from the harvesting of timber after removal costs shall be paid to the Landlord. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. Intentionally Deleted.

7. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

8. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least One Million Dollars (\$1,000,000.00) each Occurrence and at least Two Million Dollars (\$2,000,000.00) in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the Commonwealth of Kentucky and shall name the Landlord as an additional insured. Tenant shall deliver to Landlord certificates evidencing the existence and the amount of such insurance, or renewals of them or binders to them.

9. Taxes.

(a) Tenant shall pay when due all ad valorem taxes and assessments that may be imposed upon the Premises beginning on the date that Tenant actually commences construction in the solar farm described in the Construction Notice until the end of the Term by applicable governmental entities, including, without limitation, all ad valorem taxes and assessments levied upon the improvements made to the Land by Tenant or upon any other property installed in or brought onto the Premises by Tenant and any roll-back taxes that become due as a result of such construction (but excluding any taxes applicable to the period prior to the beginning of the Term other than the roll-back taxes described above). Furthermore, in the event that the Premises is a part of a larger tax parcel owned by Landlord and ad valorem taxes on such tax parcel increase as a result of Tenant's use of the Premises for the Intended Use, the increased taxes resulting from such change of use shall be equitably apportioned as to Landlord and Tenant in a pro-rata manner such that Tenant is responsible only for such costs as they relate to the Premises or to the extent proven to be in addition to those Landlord would otherwise be required to pay for the remainder of the tax parcel.

(b) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

10. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

11. Condemnation.

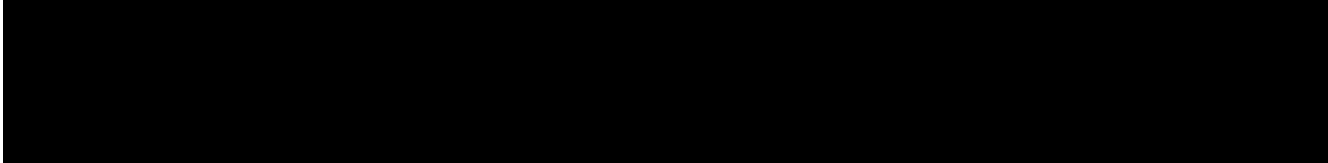
(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding anything to the contrary contained herein, the amount of award granted to Tenant shall specifically include the value of any improvements or equipment taken or cannot be removed and reasonably reused after the taking or the cost to remove and relocate improvements or equipment on Land that is taken. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

12. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.

13. Default.

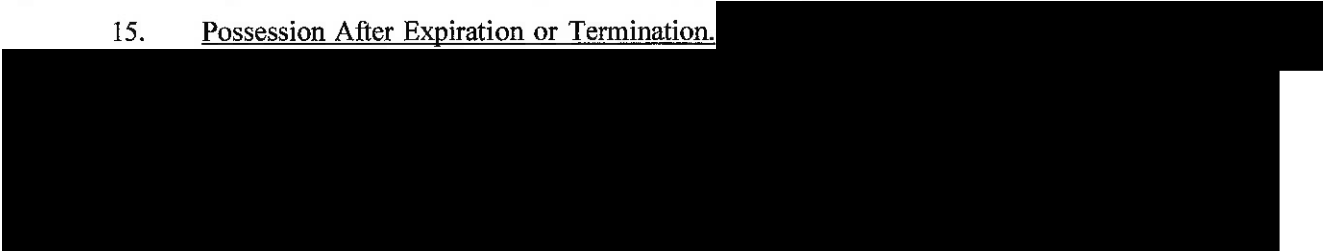


14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

15. Possession After Expiration or Termination.



16. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

17. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the "Landlord Parties") from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the Landlord Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the "Tenant Parties") in connection with Tenant Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Landlord Party, and/or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties' uses of or operations on the Premises.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of any of the Landlord Parties in connection with Landlord Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (b) the condition of the Premises that Landlord has knowledge of, or after reasonable inquiry, should have knowledge of, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (c) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period, and/or (d) any environmental matters and conditions at the Premises, to the extent existing or first occurring before the Effective Date (the "Pre-Existing Environmental Liabilities"). Landlord hereby agrees to and does assume all of the Pre-Existing Environmental Liabilities.

18. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

19. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

20. Notices; Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: David C. Clark



To Tenant: Northern Bobwhite Solar LLC
7804-C Fairview Rd. #257
Charlotte, NC 28226
Attn: Walter Putnam

And to: Kilpatrick Townsend & Stockton LLP
4208 Six Forks Road, Suite 1400
Raleigh, NC 27609
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

21. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

22. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

23. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

24. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's knowledge after due inquiry, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Energy Facilities that existed as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph;

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded; provided that a written or oral lease or agreement to conduct normal, customary farming operations for the period prior to the Construction Start Date does not violate this provision;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or

control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

26. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

27. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

28. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

- (i) An exclusive easement for electrical interconnection purposes;
- (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;
- (iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;
- (iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) other improvements, facilities, appliances, machinery and

equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property. [REDACTED]

(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

29. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the State in which the Premises is located.

30. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "**Landlord Access**") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord's adjoining property as currently being used and such access shall only commence after the Commercial Operation Date. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property.

31. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "Confidential Information") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease.

Tenant shall have the right to disclose any information with respect to Landlord and with respect to the terms of this Lease as required by applicable law or as may be reasonably necessary in connection with any federal, state or local or permitting, approvals or entitlements or offtakers of solar power with respect to the Intended Use, or in any court action or proceeding with respect to this Lease.

32. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord

and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

33. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

34. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

35. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

36. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii)



(iv)



(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels

acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

LANDLORD:



David C. Clark

EXHIBIT A

LAND

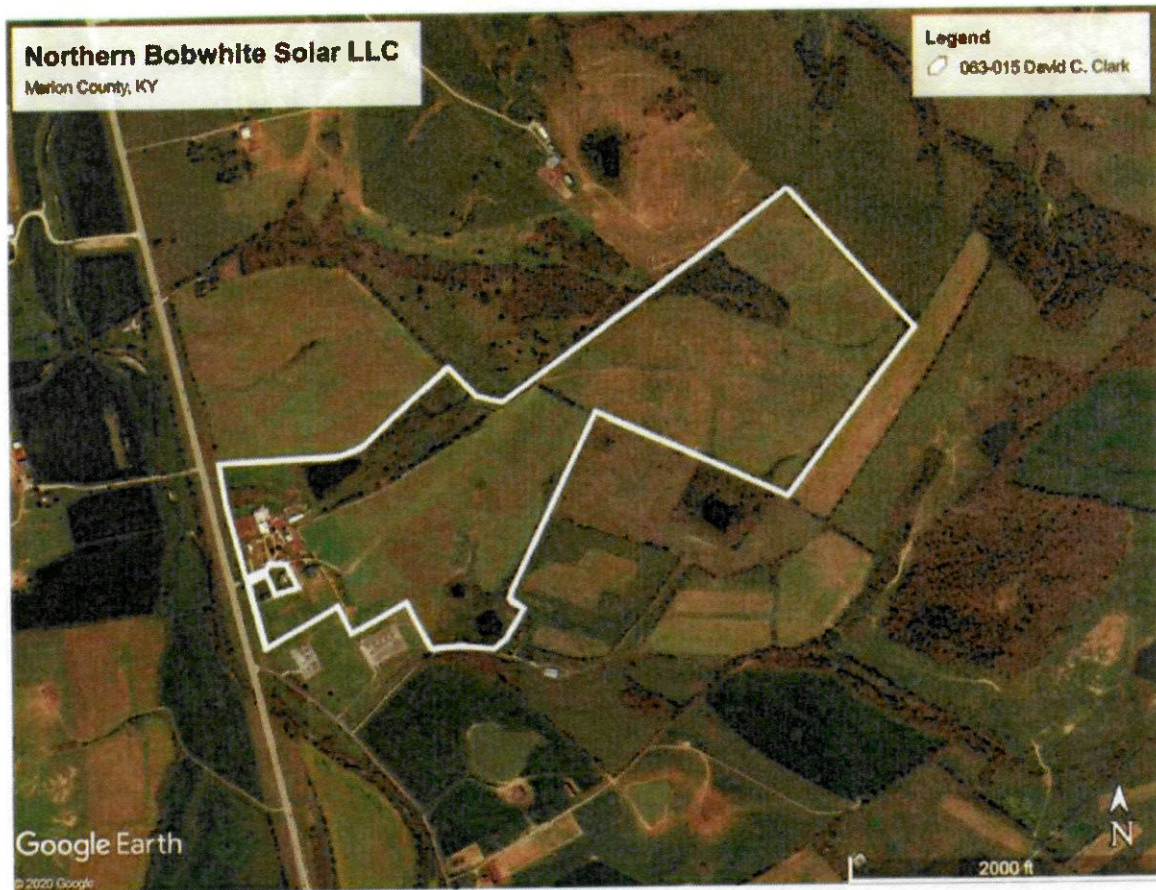


EXHIBIT B.

Premises

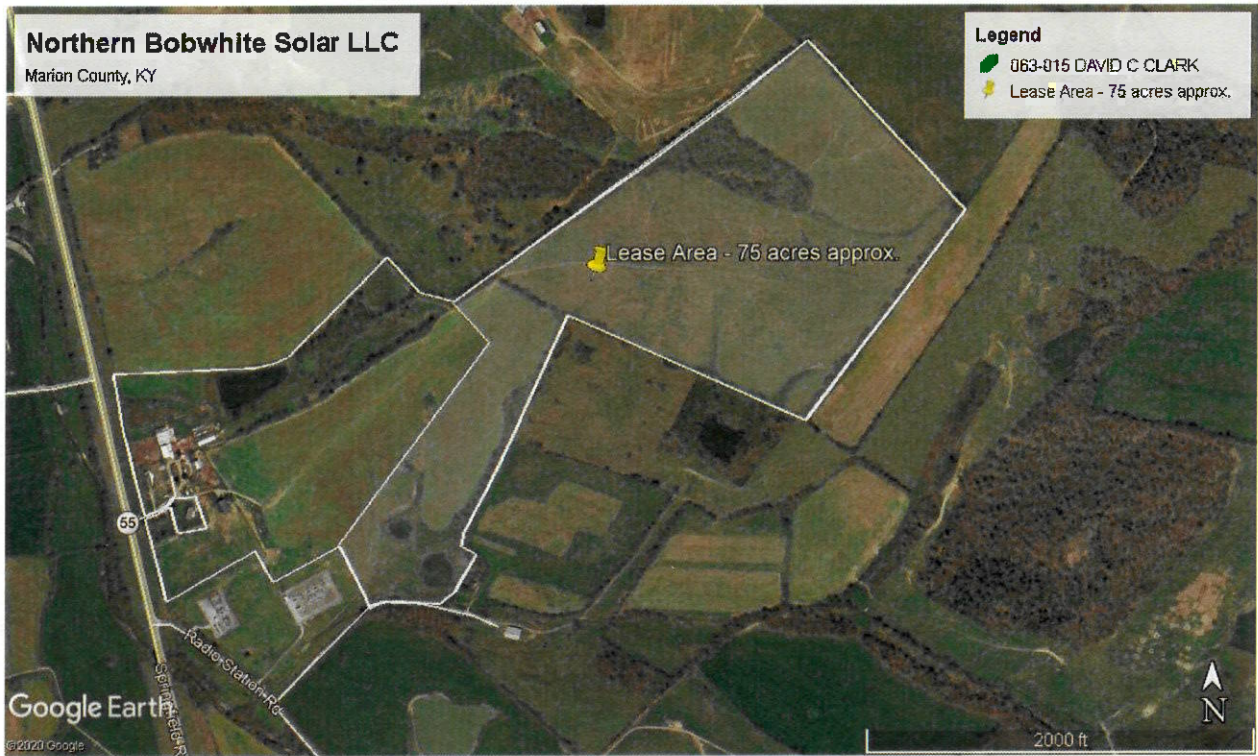


EXHIBIT C.

Memorandum of Lease

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:
Northern Bobwhite Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By: _____
Juergen Fehr, Manager

COMMONWEALTH OF KENTUCKY

COUNTY OF MARION

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this _____ day of _____, 2020, by and between **DAVID C. CLARK and wife _____**, (collectively, "Landlord") and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated _____, 2020 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. of 063-015 containing approximately 114.171 acres, located at 2615 Springfield Highway, Marion County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:
 - i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated

at the Premises to a third party is terminated for any reason whatsoever; or

- ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5. Operations Easements: Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and

equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).
7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications

or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

_____(SEAL)
David C. Clark

_____(SEAL)
Spouse

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
David C. Clark	Individually
Spouse	Individually

Date: _____

_____, Notary Public
(print name)

(official seal)

My commission expires: _____

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

NORTHERN BOBWHITE SOLAR LLC,
a Kentucky limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: _____

Notary Public

(print name)

(official seal)

My commission expires: _____

[AFFIX NOTARY SEAL BELOW – NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

EXHIBIT A

Land

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY
DEED DATED _____ OF RECORD IN DEED BOOK
_____, PAGE _____, IN THE OFFICE OF THE CLERK OF
MARION COUNTY, KENTUCKY.

EXHIBIT B

Premises



EXHIBIT D

Template Decommissioning Plan

1. INTRODUCTION

1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by Northern Bobwhite Solar LLC, (“**Project**”), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

1.2 Objectives

The objective of this Decommissioning Plan, (“**Plan**”), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Northern Bobwhite Solar LLC will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project’s (CUP/SUP) to be returned to their original zone classifications.

2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Northern Bobwhite Solar LLC will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project’s useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

2.4 PV Module Collection and Recycling

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed from the site for resale, scrap value or disposal.

2.5 Electrical Equipment and Inverters

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

2.6 Roads, Parking Area

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

2.7 Other Components

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

2.8 Site Restoration

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

2.9 Management of Wastes and Excess Materials

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

2.10 Emergency Response and Communications Plans

During decommissioning, Northern Bobwhite Solar LLC will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The Northern Bobwhite Solar LLC contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Northern Bobwhite Solar LLC Representative who will respond to any inquiry. In the event of an emergency, Northern Bobwhite Solar LLC will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

3. PROJECT DECOMMISSIONING COST ESTIMATE

3.1 Cost Estimate:

Northern Bobwhite Solar LLC shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above (“**Gross Cost**”);
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques (“**Contingency**”);
- c) the estimated resale and salvage values associated with the Project equipment (“**Salvage Value**”);

- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the (“**Salvage Credit**”).

Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the “**Decommissioning Cost Estimate**”.

The Decommissioning Cost Estimate shall be an amount equal to at least \$500 per acre.

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property (“Allocation Areas”). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

3.2 Security:

Northern Bobwhite Solar LLC will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), (“**Decommissioning Security**”).

Decommissioning Security shall be provided by Northern Bobwhite Solar LLC prior to the Commercial Operation Date and shall be increased every five years based on an assumed 2.5% annual inflation rate.

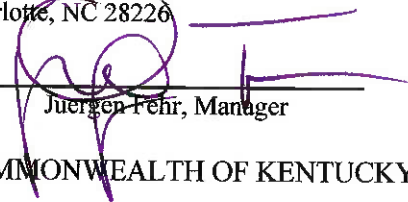
The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or a bank or title company, or (ii) a letter of credit from a financial institution reasonably acceptable to the County which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to County (each a form of “**Acceptable Credit Support**”).

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Northern Bobwhite Solar LLC shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Northern Bobwhite Solar LLC, Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by Northern Bobwhite Solar LLC.

FILED AT 8:21am rec fee 80.00
SEP 02 2020
MARION COUNTY
CHAD G. MATTINGLY, COUNTY CLERK

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:
Northern Bobwhite Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By: 
Juergen Fehr, Manager

COMMONWEALTH OF KENTUCKY
COUNTY OF MARION

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 18 day of August 2020, by and between **MURPHY FAMILY TRUST** ("Landlord") and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated September 20, 2018 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel: 063-017 containing approximately 383.13 acres located at 1495 Horan Ln., Marion County, KY, Tax Parcel: 064-001-03 containing approximately 72.27 acres located at 0 Radio Station Rd., Marion County, KY and Tax Parcel: 064-001B containing approximately 27 acres located at 925 Radio Station Rd, located at Marion County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property:

All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**". The area shown on Exhibit B.1 attached hereto as Excluded Area shall not be included in the Premises.

2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:
 - i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
 - ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.
5. Operations Easements: Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "Easements"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:
 - (i) An exclusive easement for electrical interconnection purposes;
 - (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;
 - (iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements:

To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

LANDLORD:

MURPHY FAMILY TRUST

By: Clarence W. Murphy, Jr. Exe
Name: Clarence W. Murphy Jr
Title: Executor

STATE OF Ky
COUNTY OF Marion

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
<u>Clarence W. Murphy, Jr</u>	<u>Executor</u>

Date: 8-11-20

Michelle Reynolds
Michelle Reynolds Notary Public
(print name)

My commission expires: 12-15-23

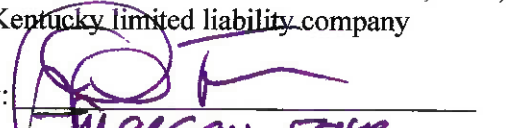


[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE FULLY LEGIBLE]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

NORTHERN BOBWHITE SOLAR, LLC,
a Kentucky limited liability company

By: 
Name: MARGARET FEHR
Title: MANAGER

STATE OF North Carolina


COUNTY OF Mecklenburg

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
 I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
 A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Juergenfehr, Manager

Date: 08/18/2020


Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: 06/06/2022

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE FULLY LEGIBLE]

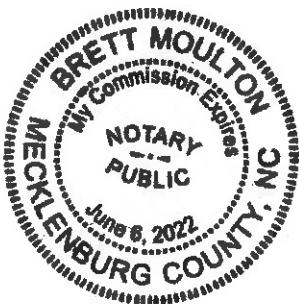


EXHIBIT A

Land

TRACT 1:

Being Tracts 3 and 4 of the Harold McMichael Property Division as per plat thereof of record in Plat Cabinet 1, Slide 130, in the Marion County Court Clerk's Office.

Being a portion of the real property conveyed by Deed dated July 18, 2016, and recorded in Volume 313, Page 459, from Elaine G. Murphy, a/k/a Mary Elaine Murphy, to Clarence W. Murphy, Jr., Trustee of the Murphy Family Trust.

Tax Map/Parcel: 064-001-03

TRACT 2:

Parcel 1:

Situated in Marion County, Kentucky and lying on the waters of Cartwright's Creek in said County and bounded as follows:

Beginning at a stone corner to Mrs. Dick Spalding, thence N. 23 1/2 E. 26 poles to a stake, corner to John Thompson;

THENCE with his line N. 73 1/4 W. 7.28 poles to a stake, N. 23 1/4 E. 81.32 poles to a stake, S. 69 3/4 E. 81.64 poles to a stone, N. 33 3/4 E. 93.48 poles to an ash tree, N. 27 1/2 E. 116.92 poles to a stake corner to said Thompson and in Alfred Board's line;

THENCE with Board's line S. 51 3/4 E. 85.50 poles to a hickory tree, corner to Samuel Spalding;

THENCE with his line S. 65 1/2 E. 11.24 poles to a stake corner to same;

THENCE with the line of same and Mrs. Richard Spalding S. 42 3/4 W. 224.32 poles to a stake near a branch, corner to Mrs. Richard Spalding;

THENCE down said branch S. 76 1/4 W. 17.32 poles, S. 72 1/2 W. 15.05 poles S. 72 1/2 W. 15.04 poles to a hickory tree, corner to same, N. 60 W. 4.36 poles to a sugar tree on the South side of a branch, corner to same, leaving the branch S. 43 1/2 W. 62.84 poles to a stake, corner to same;

THENCE N. 51 W. 63.12 poles to the beginning, containing 163 acres and 60 poles, more or less.

Parcel 2:

Beginning at a post in Averitt line and yard to tenant house;

THENCE with Averitt line N. 54 1/4 E. 75.15 rods to stake in branch;

THENCE with Averitt line N. 60 1/2 W. 60.2 rods to corner to Averitt;

THENCE N. 40 1/2 E. 90 rods to old corner of Charles Harmon;

THENCE S. 80 1/2 E. 144.8 rods to old corner of J.C. Mann;

THENCE S. 44 W. 40.8 rods to post;

THENCE S. 73 1/2 E. 67.6 rods to stone;

THENCE S. 37 1/2 W. 153.4 rods to hickory corner to Spencer Clark;

THENCE N. 10 W. 1.25 rods to a dead tree;

THENCE with fence line N. 48 W. 75.45 rods to corner post;

THENCE S. 55 W. 25.57 rods to walnut in fence line;

THENCE S. 48 W. 15.75 rods to hickory in fence line;

THENCE S. 45 W. 20.12 rods to post in fence line;

THENCE S. 54 W 5.88 rods to corner post;

THENCE N. 26 1/2 W. 17.9 rods to post;

THENCE N. 45 W. 28.97 rods to post;

THENCE S. 51 W. 6.6 rods to corner post; thence N. 42 1/2 W. 20.6 rods to the beginning, containing 180 acres, more or less.

ALSO an easement for a farm road joining the above tract and running to the Old Lebanon-Springfield Highway, beginning S. 54 1/4 W. 7.95 rods to an elm;

THENCE S. 57 3/4 W. 60.8 rods to a post;

THENCE S. 59 W. 40.8 rods to a post;

THENCE S. 60 W. 28.4 rods to a stake near culvert corner to Ed Winstead in line of Old Lebanon and New Market Road;

THENCE with the road S. 22 1/2 E. 30 feet, N. 60 E. 28.4 rods, N. 59 E. 40.8 rods, N. 57 3/4 E. 60.8 rods, N. 54 1/4 E. 7.95 rods, N 42 1/2 W. 30 feet to the point of beginning

EXCEPT THEREFROM from the foregoing and not conveyed the following portion sold to William Chad Murphy and Lena Murphy, husband and wife, by deed dated August 10, 2007, and of record in Volume 266, Page 472, and described as follows:

A description of a parcel of land of Clarence W. Murphy and Elaine G. Murphy, Volume 144, Page 264 and Volume 189, Page 747, Marion County, Kentucky. A rural tract located on Horan Lane and more particularly described as follows: An iron pin called for shall mean a monument consisting of a 5/8" x 18" rebar with yellow identifier cap stamped. L.S. Hardin PLS 527. Beginning at an iron pin, set this survey in the west R/W line of Horan Lane, 15 ft. West of the center line of Horan Lane and 1 mile west of Barbers Mill Road at a corner between Clarence W. Murphy, DB 144, PG 264 and Maurice Tatum and Susan Tatum, DB 150, PG 570;

THENCE leaving the west R/W line of Horan Lane, crossing Casey Branch, with the fenced line between Murphy and Tatum, S 43 deg. 13' 53" W 138.66 feet to a twin white oak; S 51 deg. 25' 27" W 223.84 ft. to a 16" hickory; S 53 deg. 32' 24" W 269.42 ft. to a 12" hickory; S 54 deg. 37' 31" W 210.98 feet to an iron pin set this survey; S 56 deg. 15' 17" W 179.44 feet to an iron pin set this survey at the base of a hickory in the line of Clarence W. Murphy and Elaine G. Murphy, DB 189, PG 747;

THENCE leaving Murphy, DB 144, PG 264, with the fenced line between Murphy DB 189, PG 747 and Tatum, S 63 deg. 07' 45" E 173.03 feet to a 26" ash; S 01 deg. 00' 42" W 10.19 feet to an iron pin set this survey by a 12" cedar; S 41 deg. 55' 27" W 352.10 feet to an iron pin set this survey at the juncture of a cross-fence of Murphy;

THENCE leaving Tatum, with new lines across Murphy, DB 189, PG 747, with the cross-fence, N 75 deg. 26' 33" W 207.10 feet to an iron pin set this survey; S 76 deg. 58' 29" W 90.15 feet to an iron pin set this survey; N 83 deg. 45' 54" W 61.94 feet to an iron pin set this survey; N 75 deg. 55' 09" W 258.08 feet to a treated post;

THENCE, leaving the cross-fence, continuing with new lines across Murphy, N 33 deg. 37' 56" E 319.13 feet to an iron pin set this survey; N 52 deg. 44' 29" E crossing the tract line into Murphy, DB 144, PG 264 at 305 feet for a total distance of 547.37 feet to an iron pin set this survey;

THENCE continuing with new lines across Murphy DB 144, PG 264, each call to an iron pin set this survey, S 41 deg. 29' 53" E 280.24 feet, N. 54 deg. 01' 29" E 483.55 feet; N 37 deg. 26' 37" E 95.88 feet; N 16 deg. 22' 43" W 115.23 feet; N 24 deg. 43' 13" W 210.56 feet; N 21 deg. 36' 21" W 340.56 feet; N 46 deg. 40' 11" E, crossing Casey Creek 107.17 feet to a point in the west R/W line of Horan Lane, 15 feet west of the center line;

THENCE with the west r/w line of Horan Lane, S 40 deg. 27' 12" E 53.71 feet; S 38 deg. 06' 06" E 269.09 feet; S 33 deg. 05' 58" E 133.44 feet; S 30 deg. 50' 01" E 143.50 feet; S 37 deg. 47' 22" E 101.38 feet to the beginning. Containing 11.462 acres per survey performed March 7-8, 2007 by L.S. Hardin, Licensed Professional Surveyor No. 527. A plat of this tract is on file at the office of the Marion County Court Clerk in Plat Cabinet 3, Slide 471.

Being the same property conveyed to Clarence W. Murphy, Jr., Trustee, of the Murphy Family Trust, by deed from Elaine G. Murphy, a/k/a Mary Elaine Murphy, dated July 18, 2016, and recorded in Volume 313, Page 459.

Tax Map/Parcel: 063-017

TRACT 3:

Begin at iron post corner Highway 55 Radio Station Road, then with Road S. 63 E. 260 feet to hackberry bush;

THENCE S. 50 E. 336 feet to center of branch below bridge;

THENCE S. 38 degrees 30 minutes E. 675 feet to honey locust bush;

THENCE S. 26 E. 170 feet to small black locust;

THENCE S. 16 degrees 45 minutes E. 782 feet to lower end of culvert;

THENCE S. 19 E. 565 feet to twin ashes southeast side of branch; corner Radio Station lot;

THENCE with same S. 71 W. 355 feet to center of Cartwright Creek;

THENCE leaving creek with Dr. Cook fence N 80 W. 80 feet to post;

THENCE N. 45 W. 214 feet to post; then N. 17 W. 528 feet to post;

THENCE N. 84 W. 167.5 feet to post corner original Dr. Cook tract and recent purchase;

THENCE with old fence line N. 11 degrees 30 minutes W. 813 feet to 3-inch elm in fence;

THENCE N. 18 W. 1,009 feet with fence to beginning, containing 27.37 acres, more or less as surveyed by C. M. Probus, Registered Land Surveyor #727 dated October 10, 1985.

Being a part of the same property conveyed to Clarence W. Murphy, Jr., Trustee, of the Murphy Family Trust, by deed from Elaine G. Murphy, a/k/a Mary Elaine Murphy, dated July 18, 2016, and recorded in Volume 313, Page 459.

Parcel No.: 064-001B

MARION COUNTY
D337 PG688

EXHIBIT B

Premises

 **qPublic.net™** Marion County, KY PVA



Parcel ID	063-017	Alternate ID	81721	Owner Address	MURPHY FAMILY TRUST
Sec/Twp/Rng	n/a	Class	Farm		1070 HORAN LN
Property Address	1495 HORAN LN	Acreege	383.13		SPRINGFIELD, KY 40069
District	County				
Brief Tax Description	1495 HORAN LN				

MARION COUNTY
D337 P689

EXHIBIT B. cont.

Premises

 **qPublic.net™** Marion County, KY PVA



Parcel ID 064-001-03
Sec/Twp/Rng n/a
Property Address 0 RADIO STATION RD
District County
Brief Tax Description TRACTS 3 4

Alternate ID 81721
Class Farm
Acreage 72.27

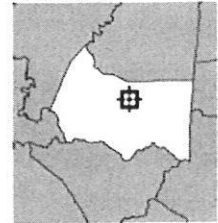
Owner Address MURPHY FAMILY TRUST
1070 HORAN LN
SPRINGFIELD, KY 40069

EXHIBIT B. cont.

Premises



Overview



Legend

-  Parcels
-  Roads

Parcel ID 064-001-03
Sec/Twp/Rng n/a
Property Address 0 RADIO STATION RD
District County
Brief Tax Description TRACTS 3 4

Alternate ID 81721
Class Farm
Acreage 72.27

Owner Address MURPHY FAMILY TRUST
1070 HORAN LN
SPRINGFIELD, KY 40069

EXHIBIT B. cont.

Premises



Parcel ID	064-001B	Alternate ID	81721	Owner Address	MURPHY FAMILY TRUST
Sec/Twp/Rng	n/a	Class	Farm		1070 HORAN LN
Property Address	925 RADIO STATION RD	Acreage	27		SPRINGFIELD, KY 40069
District	County				
Brief Tax Description	AVRITT PLACE				

EXHIBIT B.1

Do Not Disturb Area



State of Kentucky, County of Marion, Sect 1
CHAD G. MATTINGLY, Clerk of Marion County, do certify that
the foregoing Deed was, on the 2 day
of Sept 2000 at 5:21 p.m., lodged in my
office for record, and that it has been duly recorded
in my said office, Deed Book 337 Page 1678
Given under my hand this 2 day of Sept 2000
CHAD G. MATTINGLY, Clerk
By James Richerson d.c.

OPTION AGREEMENT TO PURCHASE REAL PROPERTY

This Option Agreement to Purchase Real Property (this "**Option Agreement**") is entered into as of 1/5/21 (the "**Effective Date**") by and between Goodin Family Farms, LLLP, a Kentucky limited liability limited partnership ("**Optionor**") and NORTHERN BOBWHITE SOLAR LLC, a Delaware limited liability company ("**Optionee**"). Optionor and Optionee are also each hereinafter referred to individually as a "**Party**" or, collectively, the "**Parties**".

RECITALS

A. Optionor is the owner of that certain unimproved real property located in Tax Parcel No. 064-001, Marion County, Commonwealth of Kentucky, consisting of approximately 118.76 acres and as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. It is the intent of the Parties to have Optionor grant to Optionee the exclusive, irrevocable option to acquire a portion of the Property consisting of approximately 3 acres upon and subject to the provisions and conditions of this Option Agreement and be described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "**Premises**").

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee hereby agree as follows:

AGREEMENT

1. Option. Upon and subject to the provisions and conditions of this Option Agreement, Optionor hereby grants to Optionee the exclusive, irrevocable option to acquire a portion of the Premises (the "**Option**").

2. Option Payment. In consideration for the granting of the Option, Optionee shall pay Optionor, within thirty (30) days after the Effective Date, [REDACTED]

[REDACTED] Once Optionor has execute this Option Agreement and payment of either the Earlier Option Payment or the Later Option Payment has been determined that will be determined to be the "**Option Payment**". The Option Payment, once so paid shall be deemed earned and shall not be refundable. The Option Payment shall be applicable to the "**Purchase Price**" (as defined below). Simultaneously with the execution of this Option Agreement, Optionor shall deliver to Optionee a fully completed and executed Form W-9 (Request for Taxpayer Identification Number and Certification).

3. Initial Option Period. [REDACTED]

4. Extension Periods. Optionee shall have the option to extend the Initial Option Period (each extension option, an "**Extension Right**" and collectively, the "**Extension Rights**" [REDACTED] (each extension period, an "**Extension Period**" and collectively, the "**Extension Periods**"), provided Optionee gives Optionor written notice of Optionee's election to exercise the applicable Extension Right at least thirty (30) days prior to the expiration of the Initial Option Period or the then-applicable Extension Period, as applicable. The Initial Option Period and the Extension Periods, to the extent exercised by Optionee, may sometimes be collectively referred to hereinafter as the "**Option Period**". The terms and conditions governing each Extension Period shall be the same as those for the Initial Option Period, except as set forth below:

a. First Extension Period.

[REDACTED]

b. Second Extension Period

[REDACTED]

5. Method of Exercising Option. In order to exercise the Option, Optionee shall execute and deliver to Optionor during the Option Period, a written notice indicating Optionee's irrevocable and unconditional exercise of the Option (the "**Option Notice**"). The Option Notice shall specify and legally describe the Premises for which Optionee exercises the Option. Following Optionor's receipt of the Option Notice, the Parties shall execute the Purchase and Sale Agreement, the form of which Purchase and Sale Agreement is attached hereto and incorporated herein as Exhibit B (the "**Purchase Agreement**"), and any and all other documents required to close the purchase and sale of the Premises as and when contemplated by the Purchase Agreement.

6. Purchase Price. If the Option is exercised, the total purchase price for the Premises (the "**Purchase Price**") shall be [REDACTED] of the Premises subject to the Option Notice], which purchase price shall be reduced at the closing of the purchase and sale transaction by the amount of the Option Payment (and as applicable, the First Extension Payment and the Second Extension Payment) actually paid by Optionee to Optionor.

7. License to Enter. Optionee and/or Optionee's agents, representatives, contractors and subcontractors may enter upon the Property during the term of this Option Agreement in order to conduct reasonable engineering studies, environmental tests and studies (including a Phase 1 environmental assessment), soil and compaction tests, a survey of the Premises, a geotechnical report, a wetlands assessment and other tests and studies.

8. Termination.

a.

[REDACTED]

b.

[REDACTED]

9. Binding Nature and Assignment. Optionee shall have the absolute right at any time and from time to time, without obtaining Optionor's consent, to assign, hypothecate, encumber, pledge, or otherwise transfer all or any portion of its right, title or interest under this Option Agreement to any person or entity, including, without limitation, any affiliate of Optionee. Upon a transfer of all of Optionee's rights in this

Option Agreement, Optionee shall be released from all liability and obligations which first arise from and after the date of such assignment, provided the assignee (i.e., the new "Optionee") shall have assumed all liability and obligations of the transferring Optionee. This Option Agreement shall run with the land and is binding on the parties hereto, their respective heirs, personal representatives, successors and assigns.

10. Confidentiality. Optionor shall maintain in the strictest confidence, for the sole benefit of Optionee, all information pertaining to the terms and conditions of this Option Agreement, except to the matters set forth in the Memorandum of Option Agreement to Purchase Real Property to be recorded in the Marion County Clerk's office, Kentucky, and except to the extent as may be required by court order, provided that Optionor provides, to the extent reasonably possible, Optionee a reasonable opportunity to review the disclosure before it is made and to impose Optionee's own objection to the disclosure. Without first obtaining written permission from Optionee, Optionor shall not issue any statements or press releases or respond to any inquiries from the news media regarding such matters. Nothing in this Section shall prohibit any Party from sharing or disclosing information with such Party's counsel, accountants, or current or prospective investors, purchasers or lenders with a bona fide need to know such confidential information provided that the Party sharing or disclosing such confidential information requires the recipient to maintain the confidentiality of such disclosed information. This Section shall survive the termination or expiration of this Option Agreement.

11. Default by Optionor.

[REDACTED]

12. Notice. Any notice or communication required or permitted to be given by any provision of this Option Agreement will be in writing and will be deemed to have been given when delivered personally to the party designated to receive such notice, or on the first business day following the day sent by nationally recognized overnight courier, or the third (3rd) business day after the same is sent by certified mail, postage and charges prepaid directed to the following addressees or to such other or additional addressees as either party to this Option Agreement might designate by written notice to the other party.

To Optionor:

Goodin Family Farms, LLLP
Attn: Charles R. Goodin, Jr. and J. Don Goodin

[REDACTED]

To Optionee:

NORTHERN BOBWHITE SOLAR LLC
Attn: Corporate Real Estate
15445 Innovation Drive
San Diego, California 92128-3432
Phone: (858) 521-3300

If notices or other communications are required in this Option Agreement to be given within a specified period and the end of such period falls on other than a business day, such period shall be extended to the next business day. As used in this Option Agreement, "**business day**" shall mean any day other than a Saturday, Sunday, or holiday upon which national banks are closed for the conduct of business.

13. Amendments. This Option Agreement shall not be amended or modified in any way except by an instrument signed by the Parties.

14. Attorneys' Fees. The prevailing Party in any mediation, arbitration or litigation undertaken in connection with any default under this Option Agreement shall be entitled to be paid its reasonable costs and attorneys' fees incurred in connection therewith by the losing Party, including such costs and fees as may be incurred on appeal, in any probate or bankruptcy proceeding, and in any petition for review, and including costs and fees as are incurred in connection with adjudication of any issues that are particular to such types of proceedings.

15. Governing Law. This Option Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without giving force and effect to its conflicts of law provisions.

16. Memorandum of Option Agreement. This Option Agreement shall not be recorded. The Parties shall execute a Memorandum of this Option Agreement (the "**Memorandum**") in the form of Exhibit C attached hereto and made a part hereof and shall record such Memorandum in the office of the Clerk of Marion County, Kentucky, promptly following the mutual execution of this Option Agreement. To the extent Optionor does not have a copy of Optionor's vesting deed for the Property, Optionee is authorized to obtain a copy of same and fill in the recording information in the legal description of this Option Agreement and the Memorandum prior to the recording of the Memorandum.

17. Commissions. Each Party warrants and represents to the other that no real estate sales or brokerage commissions or like commissions are or may be due in connection with this Option transaction. Each Party agrees to indemnify, defend (with legal counsel reasonably acceptable to the indemnitee) and hold harmless the other Party for, from and against, any claims by third parties made by or through the acts of such Party, for real estate or brokerage commissions, or a finder's fee, in connection with the transactions provided herein, and all costs and expenses incurred by the indemnitee in connection therewith including, but not limited to, reasonable attorneys' fees. The obligations of each Party under this Section shall survive the termination of this Option Agreement.

18. Time of the Essence. Time is of the essence of this Option Agreement and the performance or satisfaction of all requirements, conditions, or other provisions hereof.

19. Construction. As used in this Option Agreement, the masculine, feminine and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Option Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Option Agreement or any part of it to be construed against the Party causing this Option Agreement to be written. The Parties acknowledge that each has had a full and fair opportunity to review this Option Agreement and to have it reviewed by counsel. If any words or phrases in this Option Agreement have been stricken, whether or not replaced by other words or phrases, this Option Agreement shall be construed (if otherwise clear and unambiguous) as if the stricken matter never appeared and no inference shall be drawn from the former presence of the stricken matters in this Option Agreement or from the fact that such matters were stricken.

20. Partial Validity. If any term or provision of this Option Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Option Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Option Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. Entire Agreement. This Option Agreement and the attached exhibits constitute the entire agreement between the Parties and shall supersede all other agreements, whether written or oral, respecting the subject matter of this Option Agreement. No addition or modification of any term or provision of this Option Agreement shall be effective unless set forth in writing and signed by an authorized representative of the Parties.


22. Counterparts. This Option Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Emailed PDF signatures shall be valid hereunder as originals.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, Optionor and Optionee have caused their duly authorized representatives to execute this Option Agreement as of the Effective Date set forth above.

OPTIONOR:

Goodin Family Farms, LLLP,
a Kentucky limited liability limited partnership
BY: E.B. GOODIN GP, LLC, General Partner

By: 
Printed Name: J. Don Goodin
Title: Manager

Date: January 6, 2021


By: _____
Printed Name: Susan Goodin
Title: Manager

Date: January 6, 2021

(Remainder of page left blank intentionally.
Signatures continue on following page.)

OPTIONEE:

NORTHERN BOBWHITE SOLAR LLC,
a Kentucky limited liability company

By: Kathryn L. O'Hair
Name: Kathryn L. O'Hair
Title: Vice President, Development

Date: 2/5/21

(Remainder of page left blank intentionally)

Exhibit A

Legal Description of the Property

Tap Map Parcel Number: 064-001

Parcel 1:

And Being Tracts 1 and 2 of the Harold McMichael Property Division as per plat thereof of record in Plat Cabinet 1, Slide 130, in the Marion County Court Clerk's office, Kentucky.

Parcel 2:

Being Tract 5 of the McMichael Farm Division as per plat thereof of record in Plat Book 2 at Slide 308, in the Marion County Court Clerk's Office, Kentucky.

BEING the same property acquired by Goodin Family Farms, LLLP, a Kentucky limited liability limited partnership by Deed dated October 1, 2019, of record in Deed Book 339, Page 109, in the Marion County Clerk's office, Kentucky.

Acreage: 118.76

Exhibit A-1

Legal Description of the Premises

Tap Map Parcel Number: 064-001 (portion)

All that portion of Tract 5 of the McMichael Farm Division as per plat thereof of record in Plat Book 2, Slide 308, in the Marion County Court Clerk's office that lies Northeasterly of a line described as follows: Beginning at the most Easterly point of Tract 2 of the McMichael Farm Division as per plat thereof of record in Plat Book 2, Slide 308, in the Marion County Court Clerk's office and also being the northeasterly terminus point of the line shown on said Plat with a bearing of N30°19'30"W and a distance of 345.99' thence continuing N30°19'30"W to the point of the most northerly corner of Tract 5 of said Plat, said point also being the northeasterly terminus point of the line shown on said Plat with a bearing of N85°20'40"E with a distance of 219.46'.

BEING a portion of that property acquired by Goodin Family Farms, LLLP, a Kentucky limited liability limited partnership by Deed dated October 1, 2019, of record in Deed Book 339, Page 109, in the Marion County Clerk's office, Kentucky.

Approximate Acreage: 3.00, more or less

(Upon obtaining a metes and bounds legal description from a surveyor the above Legal Description of the Premises will be substituted and agreed upon by Optionor and Optionee.)

Exhibit B

Form of Purchase Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made this _____ day of _____, 20____ (the "**Effective Date**") by and between NORTHERN BOBWHITE SOLAR LLC, a Kentucky limited liability company, whose address is 15445 Innovation Drive, San Diego, CA 92128-3432 ("**Buyer**") and Goodin Family Farms, LLLP, a Delaware limited liability limited partnership, whose address is _____ ("**Seller**"). Buyer and Seller are also hereinafter sometimes referred to individually as a "**Party**" or, collectively, the "**Parties**".

RECITALS

A. Seller is the fee owner of certain unimproved real property located in the County of Marion, Commonwealth of Kentucky, as more specifically set forth on Exhibit A attached hereto and incorporated herein by this reference, together with: (i) all improvements, fixtures and other items of real property located thereon; (ii) all tenements, hereditaments and appurtenances thereto; (iii) all mineral, oil, gas and water rights related thereto; (iv) all sewer and utility rights related thereto; and (v) all easements, adjacent streets, water rights, roads, alleys and rights-of-way related thereto (collectively, the "**Property**").

B. Seller and Buyer previously entered into that certain Option Agreement to Purchase Real Property, dated as of _____, 20____ (the "**Option Agreement**"), pursuant to which Seller granted Buyer an option to acquire the Property. Pursuant to the terms of the Option Agreement, Buyer has exercised its option to acquire the Property.¹

C. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, subject to and upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller and Buyer, the Parties hereto agree as follows:

AGREEMENT

1. Sale of the Property. Seller agrees to sell and Buyer agrees to purchase on the terms hereafter stated all of Seller's right, title and interest in and to the Property.

2. Purchase Price; Escrow; Deposit; Independent Consideration.

A. Purchase Price. The total purchase price for the Property _____ ("**Purchase Price**"). Seller acknowledges that it has already received _____ Dollars pursuant to the Option Agreement (the "**Option Funds**") which Option Funds previously received by Seller are non-refundable and applicable to the Purchase Price. At the Closing, the balance of the Purchase Price in the amount of _____ Dollars shall be released to Seller.²

B. Escrow; Deposit. Seller and Buyer agree to cause an escrow (the "**Escrow**") to be opened with _____, whose address is _____ (Attention: _____) ("**Escrow Holder**"), within three (3) Business Days after the Effective Date by depositing a fully-executed

¹ NTD: Verify recitals. Confirm whether any entity has assigned its interest under the Option Agreement.

² NTD: Commercial Terms. Confirm interplay between total Purchase Price and option payments previously paid.

copy of this Agreement with Escrow Holder. Within fifteen (15) days after the Effective Date, Buyer shall deposit into the Escrow [REDACTED] (the "Deposit") in immediately available funds. Interest accruing on the Deposit, if any, shall be held for the benefit of Buyer and shall apply towards the payment of the Purchase Price upon the Closing (as defined below) if the Closing occurs as provided herein. Should Buyer elect to terminate this Agreement other than for a Buyer event of default, Escrow Holder is hereby instructed to promptly return the Deposit (together with any interest earned thereon) to Buyer.

C. Escrow Instructions. This Agreement shall also serve as joint escrow instructions to Escrow Holder. The Escrow shall be opened and maintained for the purpose of holding and disbursing monetary deposits and documents as directed by Buyer and Seller, and Escrow Holder is hereby directed to disburse funds and documents held by it in accordance with the terms and provisions of this Agreement, or as otherwise directed in a writing signed by both Buyer and Seller. Escrow Holder is authorized, in the event any demand is made upon Escrow Holder concerning these instructions, at its election, to hold any money and documents deposited hereunder until an action shall be brought in a court of competent jurisdiction to determine the rights of Seller and Buyer or to interplead said parties by an action brought in any such court. Buyer and Seller shall indemnify and save harmless Escrow Holder against all costs, damages, attorneys' fees, expenses and liabilities, which Escrow Holder may incur or sustain in connection with these instructions or any court action arising therefrom and will pay the same upon demand. Disbursement of any funds from the Closing for the benefit of Seller shall be made as directed by Seller. Retaining Escrow Holder for purposes of the Escrow does not affect any rights of subrogation under the terms of the title policy pursuant to the provisions thereof. As used in this Agreement, "**Business Day**" shall mean any day other than a Saturday, Sunday, or holiday upon which national banks are closed for the conduct of business.

3. Condition of Title; License to Enter.

a. Condition of Title. Title to the Property shall be conveyed to Buyer at the Closing in fee simple by General Warranty Deed (the "**Deed**") in the form attached hereto as Exhibit B, free and clear of any and all liens, claims, encumbrances, mortgages, and security interests (except for the lien of real estate taxes not yet due and payable) and subject only to the Permitted Exceptions (as defined below). Buyer, at Buyer's expense, shall obtain a title insurance commitment showing fee simple title vested in Seller (together with copies of all underlying documents) (the "**Title Insurance Commitment**") from _____, whose address is _____ (Attention: _____) (**Title Company**). No later than thirty (30) days after the Effective Date, Buyer shall give Seller written notice of (a) Buyer's objections, if any, as to the status of the title as reflected by the Title Insurance Commitment ("**Buyer Title Objections**") and (b) what remedial actions, if any, Buyer requires Seller to take in order to eliminate such objections. If Seller is unable to or elects not to cure any one or more of the Buyer Title Objections, this Agreement shall continue in full force and effect until (x) Buyer elects to either terminate this Agreement after giving five (5) days written notice to Seller or (y) Buyer waives such Buyer Title Objections which Seller is unable to or elects not to cure and proceeds to the Closing. The term "**Permitted Exceptions**" as used herein shall mean (i) the lien of real estate taxes not yet due and payable, and (ii) all matters revealed in the Title Insurance Commitment obtained by Buyer and approved by Buyer as provided hereinabove.

b. License to Enter. Buyer and/or Buyer's agents, representatives, contractors and subcontractors may enter upon the Property during the term of this Agreement in order to conduct reasonable engineering studies, environmental tests and studies (including a Phase 1 environmental assessment), soil and compaction tests, a survey of the Property, a geotechnical report, a wetlands assessment and other tests and studies

4. Survey. Buyer may, at Buyer's sole cost and expense, prior to the Closing, have the Property surveyed and certified by a land surveyor registered in the State in which the Property is located. If the survey (the "**Survey**") shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect which shall be corrected by Seller prior to the Closing, and in the event Seller cannot correct said title defects or fails to do so, Buyer shall be entitled to terminate this Agreement upon written notice to Seller.

5. Phase 1 Environmental Report. Seller shall cooperate with Buyer and Buyer may obtain, at Buyer's sole cost and expense, an AAI compliant Phase 1 environmental site investigation ("**Phase 1**") for the Property. Buyer shall give Seller written notice of Buyer's acceptance, rejection or waiver of this condition no later than thirty (30) days after the Effective Date. If Buyer elects to obtain a Phase 1 and does not approve the Phase 1, in Buyer's sole and absolute discretion, Buyer may terminate this Agreement upon written notice to Seller, and thereafter the Deposit shall be promptly returned to Buyer, and all obligations of the Parties hereunder shall terminate, except those obligations that expressly survive termination.

6. Additional Covenants of Seller. In addition to all other covenants of Seller, Seller hereby covenants and agrees as follows:

A. Seller shall not, without the prior written approval of Buyer: (i) make or permit to be made any material changes or alterations to any part of the Property; (ii) enter into any agreement affecting any part of the Property; or (iii) permit any liens, mortgages, other encumbrances or other claim or right not currently of record to be placed against, or to affect any part of the Property or title to the Property.

B. Seller shall promptly notify Buyer of any material changes that occur with respect to any of the matters set forth in Seller's representations and warranties contained in Section 11.

C. Seller shall not permit any person or entity to engage in any activity on the Property that could lead to the imposition of liability under any Environmental Law (as defined below) on any such person or entity, or on Seller or Buyer.

7. Closing Date; Closing Deliverables; Closing Costs. "**Closing**" shall mean the delivery and recordation of the Deed and delivery of the other documents required to be delivered hereunder and the payment by Buyer to Seller of the balance of the Purchase Price for the Property. "**Closing Date**" shall mean the date on which the Closing occurs. The Closing Date shall occur on or before the date which is sixty (60) days after the Effective Date.

A. On or before the Closing, Seller shall deliver to Title Company, Escrow Holder, or Buyer, as may be appropriate:

- (i) an executed, acknowledged and recordable Deed, free of all liens, encumbrances, restrictions, encroachments and easements, except for the Permitted Exceptions;
- (ii) written instructions to Title Company or Escrow Holder, as applicable, directing the Title Company or Escrow Holder, as applicable, to close this transaction; and
- (iii) such other documents as Buyer, Escrow Holder or Title Company may reasonably require.

B. On or before the Closing, Buyer shall deliver to Title Company, Escrow Holder, or Seller, as may be appropriate:

- (i) the balance of the Purchase Price in readily available funds after application of the Deposit (and any Option Funds previously paid to Seller by Buyer or Buyer's predecessor-in-interest);
- (ii) written instructions to Title Company or Escrow Holder, as applicable, directing the Title Company or Escrow Holder, as applicable, to close this transaction; and
- (iii) such other documents as Seller, Escrow Holder, or Title Company may reasonably require.

C. All closing documents shall be dated as of the Closing Date.

D. Possession of the Property shall be delivered to Buyer immediately upon completion of the Closing, free and clear of all tenancies and rights of use whatsoever.

E. Buyer shall pay the following closing costs: (i) the cost of the premium for Buyer's owner's policy of title insurance; (ii) one-half (1/2) of Escrow Holder's fees and charges; (iii) the cost of Buyer's survey, if any; (iv) Buyer's attorneys' fees in connection with this Agreement and the transactions contemplated hereby; and (v) recording fees. Seller shall pay the following closing costs: (i) one-half (1/2) of Escrow Holder's fees and charges; (ii) transfer tax in the amount required to be paid by law; and (iii) Seller's attorneys' fees in connection with this Agreement and the transactions contemplated hereby.

F. Taxes, assessments and other charges shall be prorated as of the Closing Date in accordance with Section 14.

8. Buyer's Conditions to the Closing. In addition to all other conditions contained in this Agreement, the obligations of Buyer to purchase the Property are subject to the fulfillment or waiver (such waiver in Buyer's sole and absolute discretion) of each of the following conditions (collectively, "**Buyer's Closing Conditions**"):

A. Title. Buyer shall have approved those covenants, conditions, restrictions, rights of way, easements, reservations, and other matters of record disclosed in the Title Insurance Commitment and the Survey (if a Survey is obtained by Buyer), and a final examination of title to the Property at the Closing shall evidence no title exceptions other than the Permitted Exceptions.

B. Evidence of Title. At the Closing, the Title Company shall be irrevocably committed to issue to Buyer a most current form of ALTA (extended coverage) owner's policy of title insurance dated the date and time of the Closing and with liability in the amount of the Purchase Price, insuring Buyer as owner of good, marketable and indefeasible fee title to the Property, subject only to the Permitted Exceptions and such other exceptions over which the Title Company is willing to insure that such exceptions will result in no loss to the Property or to Buyer; provided, that such endorsements or other assurances from the Title Company are in a form that is satisfactory to Buyer, in Buyer's sole and absolute discretion.

C. Survey. On or before the Closing Date, Buyer shall have accepted, rejected or waived the results of the Survey as set forth in Section 4.

D. Environmental. To the best of Seller's knowledge, the environmental conditions on, under or about the Property, including soils, ground water and asbestos conditions at the Property, if any, have been disclosed in writing by Seller to Buyer.

E. Phase 1. Buyer shall have accepted, rejected or waived the results of the Phase 1 as set forth in Section 5.

F. Condition of Property/No Material Change. From the Effective Date of this Agreement until the Closing, there has been no material adverse change in the physical condition of the Property.

G. No Condemnation. No governmental agency shall have initiated or have threatened to initiate any action against any part of the Property.

H. Seller's Deliverables/Closing Documents. At or prior to the Closing, Seller shall have executed and delivered to Buyer, Escrow Holder, or Title Company, as applicable, all items to be delivered by Seller in accordance with this Agreement.

I. Seller's Covenants. Seller shall have performed and observed all covenants required under this Agreement within the times provided therefor.

J. Representations and Warranties. As of the Closing Date, each of the representations and warranties of Seller made under this Agreement and under any other document, agreement or instrument

to be executed and delivered by Seller pursuant to this Agreement shall be true and correct in all material respects as of the Closing Date.

Buyer shall have the right (in Buyer's sole and absolute discretion) to elect to waive any Buyer's Closing Condition or other condition to the Closing. In the event that any of Buyer's Closing Conditions is not satisfied, deemed satisfied, or waived by Buyer prior to the expiration of the applicable period for satisfaction or waiver (and in the absence of a specified period then at or before the Closing Date), Buyer shall have the right, in Buyer's sole and absolute discretion: (i) to extend the Closing for such time as is necessary to satisfy the conditions; or (ii) to terminate this Agreement by written notice to Seller and receive a return of the Deposit, together with all accrued interest thereon. In the event Buyer elects to terminate this Agreement as provided herein, all documents and funds delivered by one Party to the other Party or Escrow Holder or Title Company shall be returned to the Party making delivery, and Seller and Buyer shall share equally any cancellation charges imposed by Escrow Holder or Title Company.

9. Seller's Conditions to the Closing. In addition to all other conditions contained herein, the obligations of Seller to sell the Property are subject to the fulfillment or waiver (such waiver in Seller's sole and absolute discretion) of each of the following conditions (collectively, "**Seller's Closing Conditions**"):

A. Buyer's Deliverables/Closing Documents. At or prior to the Closing, Buyer shall have executed and delivered to Seller, Escrow Holder, or Title Company, as applicable, all items to be delivered by Buyer in accordance with this Agreement.

B. Payment of the Purchase Price. As of the Closing Date, Buyer shall have paid the balance of the Purchase Price to Seller through the Escrow as provided in this Agreement.

C. Buyer's Warranties and Representations. As of the Closing Date, each of the representations and warranties of Buyer made under this Agreement and under any other document, agreement or instrument to be executed and delivered by Buyer pursuant to this Agreement shall be true and correct in all material respects as of such date.

Seller shall have the right (in Seller's sole and absolute discretion) to elect to waive any Seller's Closing Condition or other condition to the Closing. In the event any of Seller's Closing Conditions is not satisfied, deemed satisfied, or waived by Seller prior to the expiration of the applicable period for satisfaction or waiver (and in the absence of a specified period then at or before the Closing Date), Seller shall have the right, in Seller's sole and absolute discretion: (i) to extend the Closing for such time as is necessary to satisfy the conditions, or (ii) to terminate this Agreement by written notice to Buyer.

10. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the date of execution of this Agreement, and agrees to reaffirm as of the Closing, the following:

A. Organization/Authority. Buyer is a Kentucky limited liability company duly organized, validly existing and in good standing under the laws of its state of organization and qualified to do business in those jurisdictions in which the Property is located. All necessary action has been taken to authorize the execution, delivery and performance of this Agreement by Buyer and of the other documents, instruments and agreements provided for herein.

B. Authority. The parties and persons who have executed this Agreement on behalf of Buyer are duly authorized to do so.

11. Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of execution of this Agreement, and agrees to reaffirm as of the Closing, the following:

A. Organization. Seller is a limited liability limited partnership duly organized, validly existing and in good standing under the laws of its state of organization and qualified to do business in those jurisdictions in which the Property is located. All necessary action has been taken to authorize the

execution, delivery and performance of this Agreement by Seller and of the other documents, instruments and agreements provided for herein.

B. Authority. The parties and persons who have executed this Agreement on behalf of Seller are duly authorized to do so. The execution of this Agreement by Seller, the performance by Seller of Seller's obligations hereunder, and the sale, transfer, conveyance and/or assignments contemplated hereby, do not require the consent of any third party.

C. Title to the Property. Seller has good, indefeasible, marketable title to the Property in fee simple absolute, which will be, as of the Closing free and clear of any and all liens, claims, encumbrances, mortgages, and security interests (except for the lien of real estate taxes not yet due and payable) and subject only to the Permitted Exceptions.

D. Rights of Possession. Seller has the exclusive right of occupancy and possession of the Property. No other party whatsoever has any deed, lease or any other right of occupancy and no person, other than Seller, occupies all or any part of the Property except in each case for matters of record. Seller warrants and represents that the Property shall be free and clear of all tenancies or rights of possession on or before the Closing.

E. Unrecorded Encumbrances. There are no unrecorded easements, covenants, leases or other agreements which encumber the title, use, or ownership of the Property that will be binding on Buyer after the Closing, and there are no existing or pending contracts of sale, lease, options to purchase, rights of first refusal or rights of first offer with respect to the Property.

F. No Litigation. No suit, action, arbitration, or legal administrative or other proceedings are pending or have been threatened against the Property or against Seller with respect to the Property. To Seller's knowledge, there are no facts or situations which could subject the Property to any such suit, action, arbitration or other legal administrative or other proceeding.

G. No Violations. There are no outstanding violations with respect to the Property, nor have any notices of any uncorrected violations of any laws, statutes, ordinances, rules or regulations been received, and any such notices hereafter issued prior to the Closing shall be satisfied prior to the Closing by Seller at Seller's sole cost and expense.

H. Solvency of Seller. No bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, is pending or threatened against Seller and Seller has no intention of filing or commencing any such action or proceeding.

I. Condemnation/Eminent Domain. No condemnation or eminent domain proceedings affecting the Property have been commenced or, to the best of Seller's knowledge, are contemplated.

J. No Hazardous Wastes/Environmental Matters. Seller has not used, stored, disposed of or released on the Property or caused or permitted to exist or be used, stored, disposed of or released on the Property any Hazardous Substance (as defined below). To the best of Seller's knowledge, there are no Hazardous Substances on, under or around the Property, and Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency, indicating that any Hazardous Substance remedial or clean-up work will be required. No on-site spills, releases, discharges or disposal of Hazardous Substances have occurred on the Property during Seller's ownership of the Property. To the best of Seller's knowledge, (i) no spills, releases, discharges or disposal of Hazardous Substances has occurred on the Property at any time prior to Seller's ownership of the Property or on any property immediately adjoining the Property, and (ii) no spills, releases, discharges or disposal of Hazardous Substances have occurred or are presently occurring off the Property as a result of activities on the Property. Seller further represents and warrants that there are no underground storage tanks, wells, underground sumps, clarifiers, oil/water separators, buried waste containers and/or any other underground structures on or under the Property. Nothing in the foregoing shall alter any obligations of Seller under applicable federal, state or local law. For purposes of this Agreement, the term "**Hazardous Substances**"

shall include, without limitation, asbestos, petroleum, including crude oil and any fraction thereof, mold, polychlorinated biphenyls (PCBs), chemicals, wastes, sewage or similar materials that are now or hereafter regulated, controlled or prohibited by any Environmental Laws (as defined below). "**Environmental Laws**" means federal, state and local laws, regulations, and ordinances relating to pollution or protection of the environment, natural resources and health and safety related to Hazardous Substances, including, without limitation: (i) the Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq., (ii) the Clean Water Act, 33 U.S.C., Section 1251 et seq., (iii) the Resource and Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq., (iv) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., Section 9601, et seq., (v) the Hazardous Materials Transportation Act, 49 U.S.C., Section 5101 et seq., or (vi) other federal or state laws, rules or regulations, all as amended.

K. Subsurface Conditions. To the best of Seller's knowledge, there currently exist no adverse subsurface conditions affecting the Property such as underground mines, caves, or unusual rock formations, and to the best of Seller's knowledge, prior to and during Seller's ownership of the Property and that of prior owners, there has been no storage or dumping of any kind or description on the Property.

L. FIRPTA. Seller is not a foreign person (as the term is defined in Section 1445 of the Internal Revenue Code as amended by the Foreign Investment in Real Property Tax Act of 1980 ("**FIRPTA**") and Seller shall provide Buyer with an affidavit to that effect in compliance with FIRPTA at the Closing.

M. No Violation of Other Agreements. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture or other instrument to which Seller is a party or by which it or the Property is bound, any judgment, decree, order or award of any court, governmental body or any law, rule or regulation applicable to Seller.

12. Risk of Loss. Prior to the Closing, Seller shall bear all risk of loss to the Property and all liabilities arising from the Property except as otherwise expressly provided herein. In the event of a condemnation, Buyer shall have the option to terminate this Agreement and receive a return of the Deposit, including accrued interest thereon, or to proceed to the Closing with any condemnation award paid or credited to Buyer at the Closing.

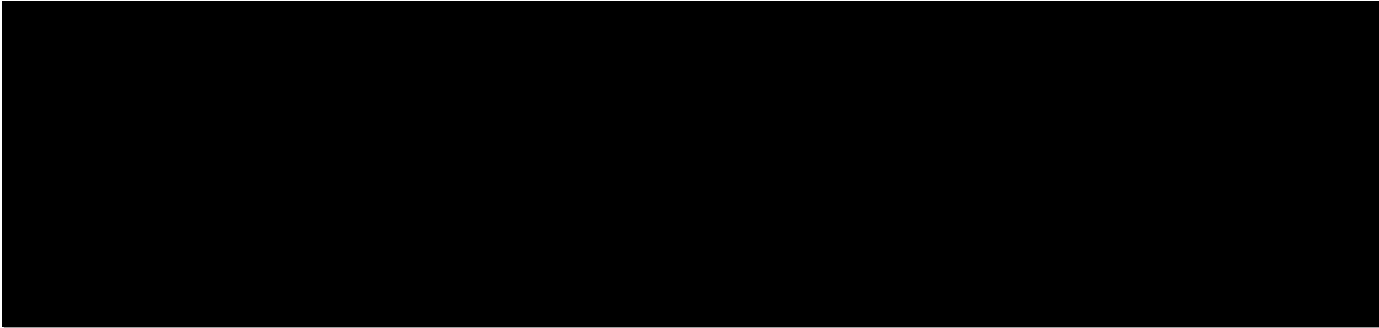
13. Default.

A. SELLER'S DEFAULT



B. BUYER'S DEFAULT





_____ BUYER'S INITIALS

_____ SELLER'S INITIALS

14. Property Taxes and Assessments. All real and personal property taxes and assessments shall be prorated as of the Closing Date. If the amount of such taxes and assessments cannot be ascertained at the Closing, the proration shall be based on the latest available tax rate and assessed valuation. Thereafter, when the actual tax rate and assessed value for the relevant period are received, re-prorations will be made and a final cash settlement will be made by Seller and Buyer.

15. Miscellaneous Provisions.

A. Notices. All notices, consents, approvals or other instruments required or permitted to be given by either Party shall be in writing and shall be deemed to have been properly given if sent by registered or certified mail, return receipt requested, Federal Express (UPS, DHL, Express Mail, or by other recognized overnight courier service), postage and other charges prepaid, to the Parties at the addresses set forth in the first paragraph hereof or to such other address as either Party may give notice pursuant to this paragraph from time to time. All notices shall be deemed received when delivered to the address specified.

B. Brokerage Commissions. Each Party warrants and represents to the other that no real estate sales or brokerage commissions or like commissions are or may be due in connection with this transaction. Each Party agrees to indemnify, defend (with legal counsel reasonably acceptable to the indemnitee) and hold harmless the other party for, from and against, any claims by third parties made by or through the acts of such Party, for real estate or brokerage commissions, or a finder's fee, in connection with the transactions provided herein, and all costs and expenses incurred by the indemnitee in connection therewith including, but not limited to, reasonable attorneys' fees. The obligations of each Party under this Section shall survive the Closing and the termination of this Agreement.

C. Assignment. This Agreement may be assigned by Buyer to any other entity without the written consent of Seller, and Buyer shall be released from all liability and obligations which first arise from and after the date of such assignment, provided the assignee (i.e., the new Buyer) shall have assumed all liability and obligations of the transferring Buyer.

D. Binding. This Agreement shall inure to and be binding upon the successors, permitted assigns and representatives of Buyer and Seller.

E. Other Documents. Each of the Parties agrees to sign such other and further documents as may be appropriate to carry out the intentions expressed in this Agreement.

F. Controlling Law. This Agreement shall be governed and construed in accordance with the laws of the State in which the Property is located.

G. Independent Counsel. Seller and Buyer each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this

Agreement with the advice of such counsel; and (iii) this Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared by Buyer's counsel as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against either Party because such Party's counsel prepared or drafted the provision in question.

H. Attorney's Fees. If either Party commences litigation, arbitration or other legal proceedings against the other Party for a default hereunder or to enforce or interpret any provision hereof, the prevailing Party in any such proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and expert witness fees, with attorneys' fees to be determined by the court (or arbitrator, as applicable) and not a jury in any such litigation, arbitration or other proceeding.

I. Confidentiality. Seller shall maintain in the strictest confidence, for the sole benefit of Buyer, all information pertaining to the terms and conditions of this Agreement, except to the extent as may be required by court order, provided that Seller provides, to the extent reasonably possible, Buyer a reasonable opportunity to review the disclosure before it is made and to impose Buyer's own objection to the disclosure. Without first obtaining written permission from Buyer, Seller shall not issue any statements or press releases or respond to any inquiries from the news media regarding such matters. Nothing in this Section shall prohibit any Party from sharing or disclosing information with such Party's counsel, accountants, or current or prospective investors, purchasers or lenders with a bona fide need to know such confidential information provided that the Party sharing or disclosing such confidential information requires the recipient to maintain the confidentiality of such disclosed information. This Section shall survive the termination or expiration of this Agreement.

J. Waiver and Amendment. No provisions of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the Party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter of any future occasion.

K. Severability. If any provision of this Agreement shall be held by any court of competent jurisdiction to be unlawful, voidable, void, or unenforceable for any reason, such provision shall be deemed to be severable from and shall in no way affect the validity or enforceability of the remaining provisions of this Agreement.

L. Headings. The headings, captions and numbering system provided herein are included only for convenience of reference and under no circumstances shall they be considered in interpreting the provisions of this Agreement.

M. Time of the Essence. Time is of the essence of this Agreement and the performance or satisfaction of all requirements, conditions, or other provisions hereof.

N. Entire Agreement. This Agreement (along with the Option Agreement) constitutes the entire agreement between Buyer and Seller respecting its subject matter and supersedes all prior agreements and understandings, if any, concerning the subject matter herein, and there are no other covenants, agreements, promises, terms, provisions or understandings, either oral or written, between the Parties concerning the subject matter of this Agreement, other than those expressly set forth herein. This Agreement shall not be modified or amended except in a writing signed by both parties.

O. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Emailed PDF signatures shall be valid hereunder as originals.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have entered into this Agreement as of the Effective Date set forth above.

SELLER:

Goodin Family Farms, LLLP,
a Kentucky limited liability limited partnership

By: _____
Printed Name: _____
Title: _____

Date: _____

By: _____
Printed Name: _____
Title: _____

Date: _____

BUYER:

NORTHERN BOBWHITE SOLAR LLC,
a Kentucky limited liability company

By: _____
Name: _____
Title: _____

Date: _____

Exhibit A to Purchase Agreement

Legal Description of the Property

Tap Map Parcel Number: 064-001 (portion)

All that portion of Tract 5 of the McMichael Farm Division as per plat thereof of record in Plat Book 2, Slide 308, in the Marion County Court Clerk's office that lies Northeasterly of a line described as follows: Beginning at the most Easterly point of Tract 2 of the McMichael Farm Division as per plat thereof of record in Plat Book 2, Slide 308, in the Marion County Court Clerk's office and also being the northeasterly terminus point of the line shown on said Plat with a bearing of N30°19'30"W and a distance of 345.99' thence continuing N30°19'30"W to the point of the most northerly corner of Tract 5 of said Plat, said point also being the northeasterly terminus point of the line shown on said Plat with a bearing of N85°20'40"E with a distance of 219.46'.

BEING a portion of that property acquired by Goodin Family Farms, LLLP, a Kentucky limited liability limited partnership by Deed dated October 1, 2019, of record in Deed Book 339, Page 109, in the Marion County Clerk's office, Kentucky.

Approximate Acreage: 3.00, more or less

(Upon obtaining a metes and bounds legal description from a surveyor the above Legal Description of the Property will be substituted and agreed upon by Buyer and Seller.)

Exhibit B to Purchase Agreement

Form of Deed

MAIL TAX BILL, IN-CARE-OF:

EDF Renewables Development, Inc.
Attn: Corporate Real Estate
15445 Innovation Drive
San Diego, CA 92128

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is made and entered into this as of the ____ day of _____, 20____, by and between: (i) _____, a _____, whose address is _____ (“Grantor”); and (ii) **NORTHERN BOBWHITE SOLAR LLC**, a Delaware limited liability company, with a mailing address of 15445 Innovation Drive, San Diego, CA 92128 (“Grantee”).

WITNESSETH:

THAT for and in consideration of the total sum of _____ AND 00/100 DOLLARS (\$_____), the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained and sold and by these presents hereby grant and convey unto Grantee, in fee simple, its successors and assigns forever, with covenant of GENERAL WARRANTY, all of that certain real property, together with all improvements located thereon and all appurtenances thereunto belonging, situated in Marion County, Kentucky, more particularly as follows, to-wit (the “Property”):

Tax Parcel # _____

Being a part of the same property acquired by _____ by _____ Deed dated _____, of record in Deed Book _____, Page _____, in the Office of the Clerk of Marion County, Kentucky.

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

Grantor covenants, warrants and represents that it is lawfully seized of the Property, has full right, power and authority to convey the same as herein done, and that the Property is free and clear of all taxes, liens and encumbrances, except (a) zoning laws, rules and regulations affecting the Property, if any, (b) the lien of current ad valorem taxes, which taxes shall be prorated as of

Exhibit C
Form of Memorandum
(attached hereto)

MARION COUNTY
L14 PG300

FILED Pd
AT 10:34am rec'd 8/6/20
OCT 13 2020 PM

MARION COUNTY
CHAD G. MATTINGLY, COUNTY CLERK

Book: 14 Pages: 300-308 (9)
Name: L Deed Tax: \$0.00
CHAD MATTINGLY
MARION COUNTY
10/13/2020 12:25 PM
D.C: Janice.Richerson



THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:
Northern Bobwhite Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By: [Signature]
Juergen Fehr, Manager

COMMONWEALTH OF KENTUCKY
COUNTY OF MARION

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement (“Memorandum”) is entered into this 14 day of May, 2020, by and between **ROBERT HODGEN, JR. and wife, SHERRI H. HODGEN** (collectively, “Landlord”) and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company (“Tenant”), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated April 21, 2020 (the “Lease”). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel Nos. of 070-005, 26-008, and 26-020 containing approximately 707.734 acres, located at 2500 Simmstown Road, 2926 Simmstown Road, and 2800 Jimtown Road., Marion and Washington County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

- 1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the “**Land**”. The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with “all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon” is referred to in the Lease as the “**Premises**”.

2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:
 - i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
 - ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.
5. Operations Easements: Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:
 - (i) An exclusive easement for electrical interconnection purposes;
 - (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;
 - (iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land;(C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

Robert T. Hodgen Jr. (SEAL)
Robert Hodgen, Jr.

Sherri H. Hodgen (SEAL)
Sherri H. Hodgen

STATE OF Kentucky
COUNTY OF Marion

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
 I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
 A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Robert Hodgen, Jr.	Individual
Sherri H. Hodgen	Individual

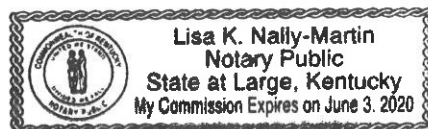
Date: 4/21/2020

Lisa K. Nally-Martin
Lisa K. Nally-Martin, Notary Public
(print name) #557163

(official seal)

My commission expires: 6/3/2020

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

NORTHERN BOBWHITE SOLAR, LLC,
a Kentucky limited liability company

By: [Signature]
Name: MORGAN FEHR
Title: MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jurgen Fehr, Manager

Date: 5/14/2020

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6, 2022

[AFFIX NOTARY SEAL BELOW – NOTE THAT SEAL MUST BE FULLY LEGIBLE]



EXHIBIT A**Land**

Real Estate Property which consists of the surface only of all that certain tract or parcel of land, situate in Marion County, Kentucky, said parcel of land being more particularly bounded and described as follows:

SITUATED about 8 miles northeast of Lebanon, in Marion County, Kentucky, and thus described:

Tract One:

BEGINNING at a stone corner to Hill and Johnson, marked "B" on plat; hence N. 2 E 173.40 poles to Hill's corner; thence S. 87 1/2 E. 153.16 poles to the center of the pike; thence S. 26 E. 23 poles to a stone; thence N. 87 1/2 W. 152.52 poles to stone; thence S. 10.8 poles to the beginning, containing 30 acres, more or less, and being known as the Home Farm of Charlie Hill.

Tract Two:

BEGINNING at a black oak corner to Hill; thence with his line S. 82 E 57 poles and 16 links to a stone in McElroy Brothers line corner to Hill; thence with said line S. 3 1/2 W 147 poles and 3 links to stone in said line corner to R. N. Lanham; thence with his line N. 88 1/2 W 64 poles and 7 links to a stone corner to Lanham, Harmon and Rollins, thence N. 6 1/2 E 153 2/5 poles to the beginning, containing 56 1/2 acres and 22 square poles, more or less.

Tract Three:

Situated on the waters of Pleasant Run, BEGINNING at a stone corner to Rollins heirs; thence N. 2 1/2 E. 569 poles to a stone in Chas. Hill line, thence N. 89 1/2 W. 53.26 poles to stone in Simms line corner to said Hill; thence with Sims line S. 4 W. 488 poles to a stone 2 feet north of an ash tree corner to Rollins heirs; thence S. 82 1/2 E. 55.6 poles to the beginning, containing 17 acres, 3 roods and 25 poles, more or less.

Tract Four:

BEGINNING at the Knob Lick Road, thence west to the land of or formerly owned by Lucas Moore; thence north to the lands of John Simms; thence east to Simms' line; thence north to Simms; thence east to the beginning, containing 19-3/5 acres, more or less.

Tract Five:

BEGINNING at a stone corner to Sarah Adams of color; thence across the field running N. 89 W. 49.36 poles to stone in line of Jno. Simms, thence with said Simms N. 4 1/2 E. 29.6 poles to stone corner to same, thence N. 1 W. 27 poles to the beginning, containing 8 1/2 acres, more or less.

ALSO, THE FOLLOWING DESCRIBED PROPERTY:

A certain Tract of Parcel of Land situated in Marion County, Kentucky, and upon the Knob Lick Road and near St. Ivo's Catholic Church and bounded as follows:

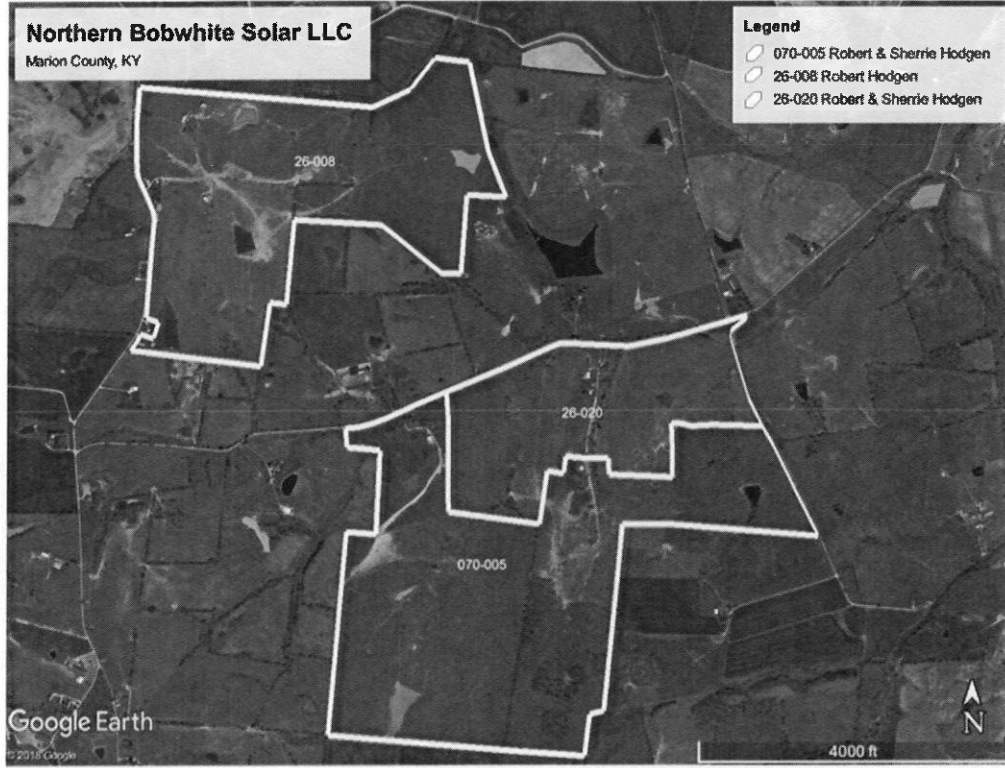
BEGINNING at a stake in center of said road, corner to Charles Hill, thence with center of road as it meanders N. 26 W. 17 poles, N 33 1/2 W. 16 poles, N 31 1/2 W. 21.6 poles to a stake in center of road, a division corner to Pat Brady in W. L. Smith line; thence S. 3 3/4 E 46.8 poles to a stake in W. L. Smith line, corner to Charles Hill, thence S. 89 3/4 E. 91.6 poles to the beginning, containing twenty-three acres and thirty-eight square poles, as surveyed by F. R. Neale, Surveyor, on April 11, 1912.

Being the same property conveyed by Deed dated December 31, 1986, and recorded in Deed Book 143, Page 262, from Robert T. Hodgen and Juanita H. Hodgen, husband and wife, unto Robert T. Hodgen, Jr., and Sherri H. Hodgen, husband and wife, for their joint lives and at the death of either of them, to the survivor in fee simple, their heirs and assigns forever.

Parcel No.: 070-005

EXHIBIT B

Premises



STATE OF KENTUCKY
COUNTY OF MARION

I, CHAD MATTINGLY, County Clerk for the County and State aforesaid, certify that the foregoing LEASE was on October 13, 2020 12:25 PM lodged for record, whereupon the same with the foregoing and this certificate have been duly recorded in my office.

WITNESS my hand this October 13, 2020
CHAD MATTINGLY, CLERK

By

Janice Richerson

D.C.

FILED
AT 10:35am refile 620
OCT 13 2020

MARION COUNTY
L14 PG309

MARION COUNTY
CHAD G. MATTINGLY, COUNTY CLERK

Book: 14 Pages: 309-317 (9)
Name: L Deed Tax: \$0.00
CHAD MATTINGLY
MARION COUNTY
10/13/2020 12:27 PM
D.C: Janice.Richerson



Memorandum of Lease

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:
Northern Bobwhite Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By: [Signature]
Juergen Fehr, Manager

COMMONWEALTH OF KENTUCKY
COUNTY OF MARION

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 10 day of August, 2020, by and between **WILLIAM COLE MATTINGLY, a married man** ("Landlord") and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated July 16, 2020 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel Nos. of 063-021 and 063-008-02 containing approximately 157.26 acres, located at 0 and 1280 Horan Lane, Marion County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:

- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
- ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5. Operations Easements: Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures,

appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).
7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that

L14 PG312

Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

William Cole Mattingly (SEAL)
William Cole Mattingly

STATE OF Kentucky
COUNTY OF Marion

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
William Cole Mattingly	Individual

Date: 4/23/20

Amanda Blandford

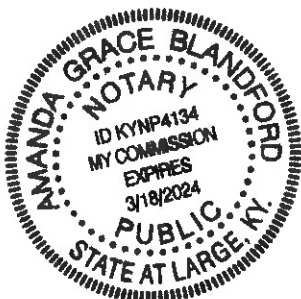
Amanda Blandford
(print name)

Notary Public

(official seal)

My commission expires: 3/18/2024

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE FULLY LEGIBLE]



SPOUSAL CONSENT

The undersigned, the spouse of William Cole Mattingly, a married individual, hereby joins in and consents to the terms of this Agreement. The undersigned's signature below shall not imply that such spouse has any interest in the Property, but evidences only such spouse's agreement to and acknowledgment that if and to the extent that said spouse has any right, title and interest in the Property, said spouse ratifies, consents to, and joins in the execution of this Agreement and all of the provisions hereof as if named herein as a "Owner."

By: Amanda Hamilton

Print Name: Amanda Lauren Hamilton

Dated: 6/26/2020

MARION COUNTY
L14 PG315

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

NORTHERN BOBWHITE SOLAR, LLC,
a Kentucky limited liability company

By: [Signature]
Name: Jurgen Fehr
Title: Manager

STATE OF North Carolina
COUNTY OF Mecklenburg

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jurgen Fehr, Manager

Date: 08/10/2020

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6, 2022

[AFFIX NOTARY SEAL BELOW – NOTE THAT SEAL MUST BE FULLY LEGIBLE]



EXHIBIT A

MARION COUNTY
L14 PG316

Land

Subject Property consists of the surface only of all that certain tract or parcel of land, situate in Marion County, Kentucky, more particularly bounded and described as follows:

A certain tract of land located in Marion County, Kentucky on the North side of Horan Lane approximately 1 1/2 miles East of Springfield Highway – KY 555 and being tract 2 of the Sylvester Brown Division and more particularly described as follows:

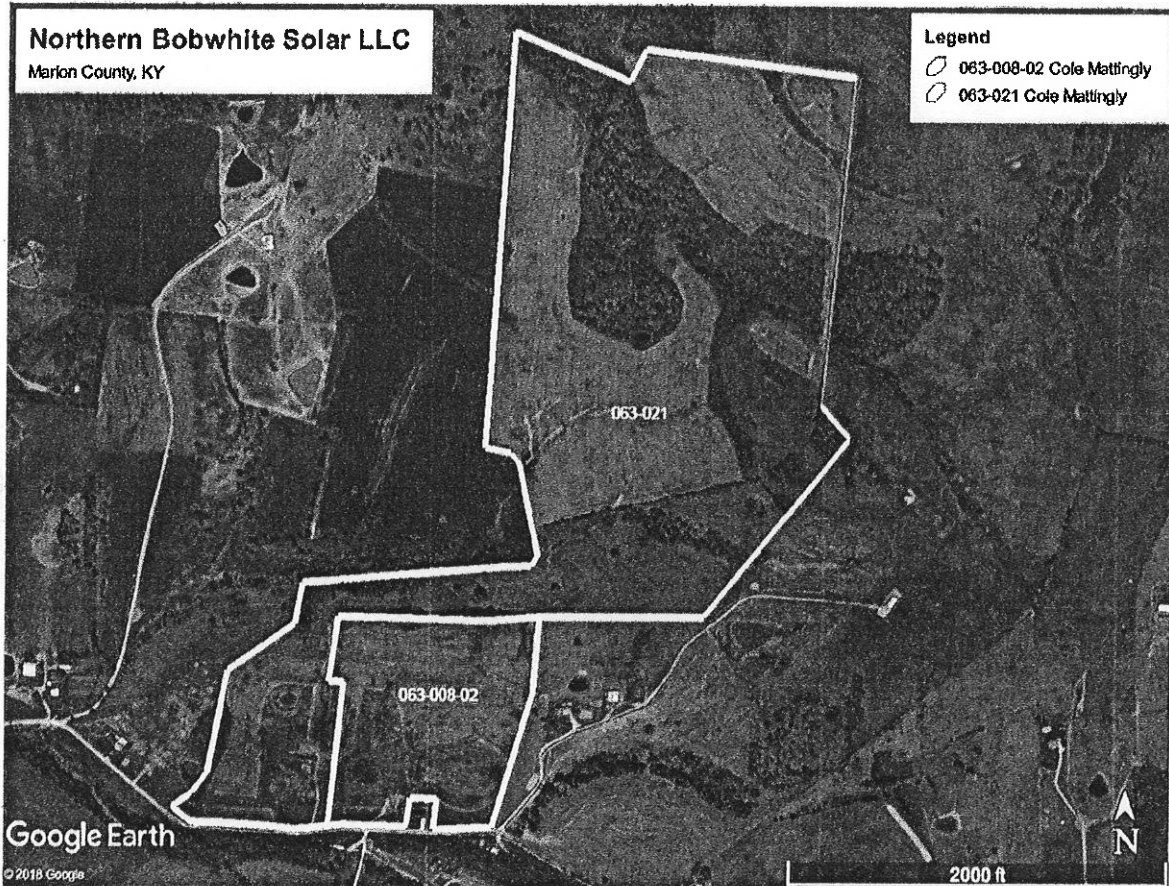
BEGINNING at a fence post in the North Horan Lane right of way and corner with Edgar R. and Teresa Mattingly and Michael Mattingly (DB 116, PG 286); thence leaving the Horan Lane right of way and running with the fence Mattingly line N 11 degrees 58' 19" E 765.27 feet to a 20" elm; thence N 83 degrees 24' 22" W 56.58 feet to a 20" elm; thence N 13 degrees 43' 10" E 342.75 feet to a 28" shagbark hickory; thence S 84 degrees 27' 20" E 1029.09 feet to a steel pin in the fence line next to a 25" elm and corner with tract 1 of the Sylvester Brown division; thence leaving the Mattingly line and running with a new division line and tract 1 line S 10 degrees 12' 45" W 387.06 feet to a steel pin; thence S 22 degrees 37' 37" W 757.33 feet to a steel pin in the north Horan Lane fence right of way, also located N 86 degrees 03' 44" W 55.00 feet from a fence post on the west side of a driveway; thence leaving the new division line and Sylvester Brown division tract 1 line and running with the fenced Horan Lane right of way N 88 degrees 35' 24" W 41.23 feet to a fence post; thence N 86 degrees 08' 38" W 252.90 feet to a steel pin and corner with David Allan Brown (DB 143, PG 236); thence leaving the Horan Lane right of way and running with the David Allan Brown line N 15 degrees 55' 27" E 147.57 feet to a steel pin; thence N 81 degrees 04' 33" W 147.57 feet to a steel pin; thence S 15 degrees 55' 27" W 147.57 feet to a fence post in the north Horan Lane right of way; thence leaving the David Allan Brown line and running with the fence Horan Lane right of way N 81 degrees 32' 45" W 219.39 feet to a fence post; thence N 84 degrees 35' 54" W 192.63 feet to the point of beginning, containing 24.0 acres by survey of Sam S. Anzelmo LS #2688, dated May 18, 1993, attached and made a part herein. The tract described above is subject to all recorded and unrecorded utility easements.

Being a part of the same property conveyed to William Cole Mattingly, single, by deed dated May 16, 2019, from Michael W. Mattingly and Pam Marks, Trustees of the Edgar Mattingly and Teresa A. Mattingly Revocable Living Trust Agreement dated September 8, 1994, recorded in Deed [Book 330, Page 312](#) Marion County, Kentucky.

MARION COUNTY
L14 PG317

EXHIBIT B

Premises



STATE OF KENTUCKY
COUNTY OF MARION

I, CHAD MATTINGLY, County Clerk for the County
and State aforesaid, certify that the foregoing
LEASE was on October 13, 2020 12:27 PM
lodged for record, whereupon the same with the foregoing
and this certificate have been duly recorded in my office.

WITNESS my hand this October 13, 2020

CHAD MATTINGLY, CLERK

By

Jamie Richerson

D.C.

MARION COUNTY
L14 PG318

FILED *PH*
AT 10:36 am *10/13/2020* *59.00*
OCT 13 2020 *PH*

Book: 14 Pages: 318-325 (8)
Name: L Deed Tax: \$0.00
CHAD MATTINGLY
MARION COUNTY
10/13/2020 12:29 PM
D.C: Janice.Richerson



MARION COUNTY
CHAD G. MATTINGLY, COUNTY CLERK

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:
Northern Bobwhite Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By: *[Signature]*
Jürgen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF MARION

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 26 day of August, 2020, by and between **JIMMY THOMPSON and AILEEN THOMPSON** (collectively, "Landlord") and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated September 10, 2019 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. of 064-002 containing approximately 65.09 acres, located at Marion County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

- 1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
- 2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).

3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:
- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
 - ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.
5. Operations Easements: Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:
- (i) An exclusive easement for electrical interconnection purposes;
 - (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;
 - (iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and
 - (iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which

carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land;(C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during

the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

MARION COUNTY
L14 PG322

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

LANDLORD:

Jimmy Thompson
Jimmy Thompson

Aileen Thompson
Aileen Thompson

STATE OF Kentucky
COUNTY OF Marion

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a ID Drivers
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Jimmy Thompson	
Aileen Thompson	

Date: 8/18/20

Jenny Reynolds Higdon
Jenny Higdon Notary Public
(print name)

My commission expires: 9/1/2020



AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

NORTHERN BOBWHITE SOLAR, LLC, a Kentucky limited liability company

By: [Signature]
Name: JURGON FEHR
Title: MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a
A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jurgon Fehr, Manager.

Date: 08/26/2020
[Signature]
Notary Public
Brett Moulton
(print name)

(official seal) My commission expires: June 6, 2022

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE FULLY LEGIBLE]

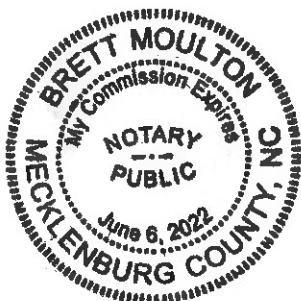


EXHIBIT A**Land**

Being Tract 2 of the McMichael Farm Division as per plat thereof of record in Plat Cabinet 2, Page 308A, in the Marion County Court Clerk's Office.

And being a part of the same property conveyed to James W. Thompson and Ailen B. Thompson, his wife (a one-half undivided interest) and Samuel Terry Tatum and Therese B. Tatum, his wife (a one-half undivided interest) by Deed dated January 6, 2003 and of record in Deed Book 233, at Page 321 in the Marion County Court Clerk's Office.

The above described property is subject to the environmental conditions, restrictions, covenants, conditions and right of way agreement for roadway as shown in Deed of record in Deed Book 233, Page 321 in the Marion County Court Clerk's Office.

EXCEPT THEREFROM a parcel or tract of real estate conveyed to George W. Glazebrook, Sr., single, and David C. Clark and Maura H. Clark, his wife by Deed dated January 6, 2003, recorded January 7, 2003 in Book 233, Page 273, Marion County, Kentucky, and more particularly described as follows:

Being Tracts 3 & 4 of the McMichael Farm Division as per plat thereof of record in Plat Book 2 at Slide 308, in the Marion County Court Clerk's Office.

And being a part of the same property acquired by Harold D. McMichael and Janice A. McMichael, jointly and equally, with right of survivorship, by Deed dated May 23, 1977 of record in Deed Book 110, Page 511 in the Marion County Court Clerk's Office. The said Harold D. McMichael died January 20, 2002, whereupon title to said property vested solely in the said Janice A. McMichael.

ALSO EXCEPT THEREFROM a parcel or tract of real estate conveyed to Ricky Bradshaw, Sr., and Loretta T. Bradshaw, his wife, and Charles H. Bradshaw, single, and Patrick Michael Bradshaw, single, by Deed dated January 6, 2003, recorded January 8, 2003 in Volume 233, Page 280, Marion County, Kentucky and more particularly described as follows:

Being Tract 1 of the McMichael Farm Division as per plat thereof of record in Plat Book 2 at Slide 308, in the Marion County Court Clerk's Office.

And being a part of the same property acquired by Harold D. McMichael and Janice A. McMichael, jointly and equally, with right of survivorship, by Deed dated May 23, 1977 of record in Deed Book 110 at Page 511 in the Marion County Court Clerk's Office. The said Harold D. McMichael died January 20, 2002, whereupon title to said property vested solely in the said Janice A. McMichael.

AND ALSO EXCEPT THEREFROM a parcel or tract of real estate conveyed to Clarence W. Murphy and Elaine G. Murphy, his wife, by Deed dated May 30, 1997, recorded June 2, 1997 in Volume 193, Page 24, Marion County, Kentucky, and more particularly described as follows:

Being Tracts 3 and 4 of the Harold McMichael Property Division as per Plat thereof of record in Plat Cabinet 1, Slide 130, in the Marion County Court Clerk's Office.

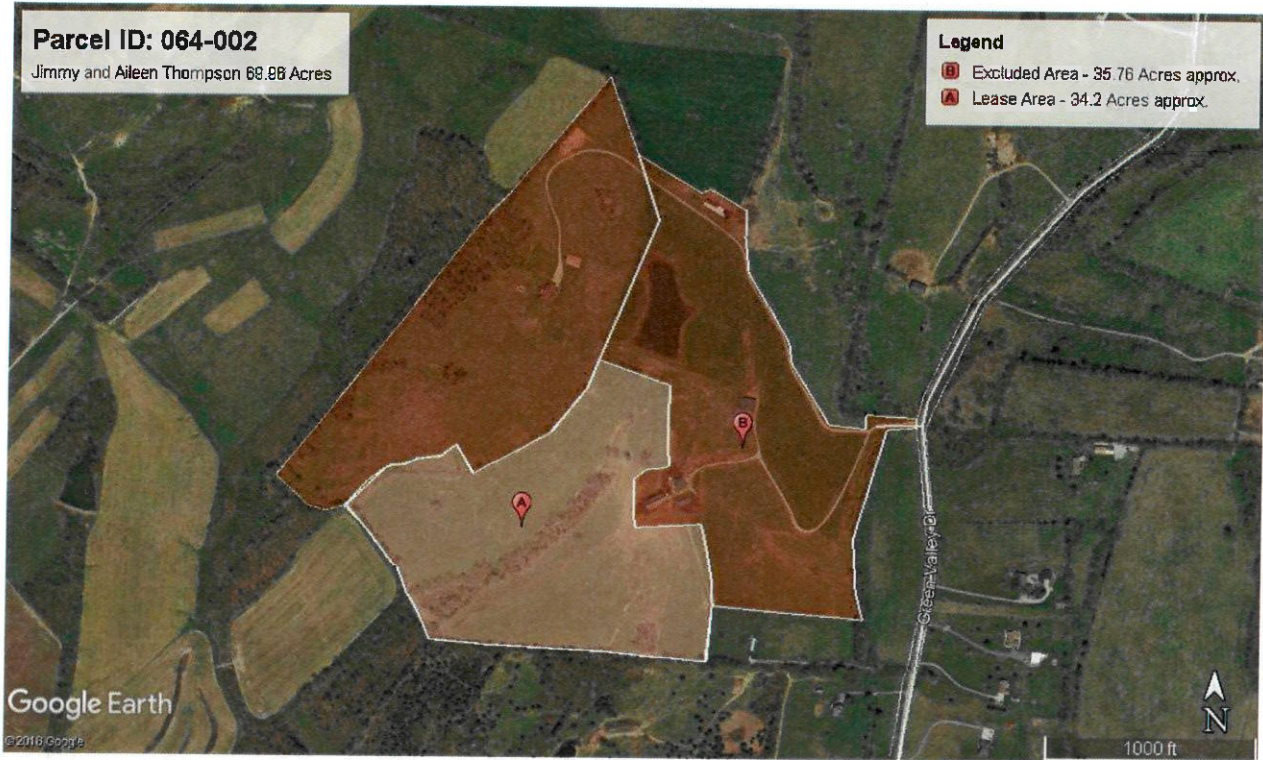
And being a part of the same property acquired by Harold D. McMichael and Janice A. McMichael, his wife, by Deed dated May 23, 1977 of record in Deed Book 110 at Page 511 in the Marion County Court Clerk's Office.

Parcel No.: 064-002

MARION COUNTY
L14 PG325

EXHIBIT B

Premises



STATE OF KENTUCKY
COUNTY OF MARION

I, CHAD MATTINGLY, County Clerk for the County and State aforesaid, certify that the foregoing LEASE was on October 13, 2020 12:29 PM lodged for record, whereupon the same with the foregoing and this certificate have been duly recorded in my office.

WITNESS my hand this October 13, 2020
CHAD MATTINGLY, CLERK

By

Jamie Richerson

D.C.

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of May 19th, 2023 (the "Effective Date") by and between Edward Garland Lockett, single ("Grantor") and NORTHERN BOBWHITE SOLAR LLC, a Delaware limited liability company ("Grantee"). Grantor and Grantee are also each hereinafter referred to individually as a "Party" or, collectively, the "Parties".

RECITALS

A. Grantor owns certain real property located in Marion County, Kentucky (the "County") which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. Grantor and Grantee are parties to that certain unrecorded Solar Ground Lease Agreement dated October 31, 2019, as amended by that certain unrecorded First Amendment to Solar Ground Lease Agreement of even date hereof (collectively the "Lease") where Grantor leased a portion of the Property to Grantee.

C. Grantee requires an easement for ingress, egress and roadway use on, over, under, across and through the Property.

D. Grantor has agreed to grant Grantee and its respective successors and assigns, an easement for vehicular (including heavy construction equipment and cranes) and pedestrian access and ingress and egress on, over, under, across and through a portion of the Property for use by Grantee and Grantee's agents, representatives, employees, contractors, subcontractors, tenants, licensees, invitees, successors and assigns upon the terms and conditions contained herein.

AGREEMENT

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

1. **GRANT OF EASEMENT.**

1.1. **Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive thirty (30) foot wide easement (together with any other easement rights granted hereunder, the "Easement") for the Term (as defined below), for the purpose set forth in Section 2 of this Agreement, on, over, under, across and through the portion of the Property as more particularly described on Exhibit B and depicted on Exhibit C attached hereto (the "Easement Area"). The Easement and other rights granted by Grantor in this Agreement are an easement in gross for the benefit of Grantee and Grantee's successors and assigns. The Easement and other rights granted by Grantor in this Agreement are independent of any lands or estates or interest in lands.

1.2. **Term.** The term of this Agreement (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall terminate at 11:59 P.M. local time fifty (50) years after the Effective Date or upon the termination of the Lease, whichever occurs first, unless extended or sooner terminated as herein provided.

2. **PURPOSE.** Grantee and its agents, representatives, employees, contractors, subcontractors, tenants, licensees, invitees, successors and assigns may use the Easement Area for: (a) vehicular (including heavy construction equipment and cranes) and pedestrian access, ingress and egress by Grantee and Grantee's affiliates and each of their respective agents, representatives, employees,

ENZ

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of _____, 2023 (the "**Effective Date**") by and between Edward Garland Lockett, single ("**Grantor**") and NORTHERN BOBWHITE SOLAR LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are also each hereinafter referred to individually as a "**Party**" or, collectively, the "**Parties**".

RECITALS

A. Grantor owns certain real property located in Marion County, Kentucky (the "**County**") which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

B. Grantor and Grantee are parties to that certain unrecorded Solar Ground Lease Agreement dated October 31, 2019, as amended by that certain unrecorded First Amendment to Solar Ground Lease Agreement of even date hereof (collectively the "**Lease**") where Grantor leased a portion of the Property to Grantee.

C. Grantee requires an easement for ingress, egress and roadway use on, over, under, across and through the Property.

D. Grantor has agreed to grant Grantee and its respective successors and assigns, an easement for vehicular (including heavy construction equipment and cranes) and pedestrian access and ingress and egress on, over, under, across and through a portion of the Property for use by Grantee and Grantee's agents, representatives, employees, contractors, subcontractors, tenants, licensees, invitees, successors and assigns upon the terms and conditions contained herein.

AGREEMENT

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

1. **GRANT OF EASEMENT.**

1.1. **Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive thirty (30) foot wide easement (together with any other easement rights granted hereunder, the "**Easement**") for the Term (as defined below), for the purpose set forth in Section 2 of this Agreement, on, over, under, across and through the portion of the Property as more particularly described on Exhibit B and depicted on Exhibit C attached hereto (the "**Easement Area**"). The Easement and other rights granted by Grantor in this Agreement are an easement in gross for the benefit of Grantee and Grantee's successors and assigns. The Easement and other rights granted by Grantor in this Agreement are independent of any lands or estates or interest in lands.

1.2. **Term.** The term of this Agreement (including any extensions or renewals, the "**Term**") shall commence on the Effective Date and shall terminate at 11:59 P.M. local time fifty (50) years after the Effective Date or upon the termination of the Lease, whichever occurs first, unless extended or sooner terminated as herein provided.

2. **PURPOSE.** Grantee and its agents, representatives, employees, contractors, subcontractors, tenants, licensees, invitees, successors and assigns may use the Easement Area for: (a) vehicular (including heavy construction equipment and cranes) and pedestrian access, ingress and egress by Grantee and Grantee's affiliates and each of their respective agents, representatives, employees,

EJZ

contractors, subcontractors, tenants, licensees, and invitees for the Term; and (b) the installation, construction, operation, use, maintenance, repair, replacement, relocation and removal of roads (temporary and permanent) and related improvements (collectively, the "**Road Improvements**") for the Term. No act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed or release specifically conveying the Easement back to Grantor. Nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed. Use of or improvement to any portion of the Property by Grantee or its successors or assigns pursuant to this Agreement shall not, separately or in the aggregate, constitute an overburdening of the Easement.

3. **PAYMENTS TO GRANTOR.**

3.1. **Signing Bonus.** Within thirty (30) days after the Effective Date, Grantee shall make a one-time payment of a signing bonus ("**Signing Bonus**") to Grantor in the amount [REDACTED]

3.2. **Payment.** As further payment and consideration for the Easement and all other rights granted to Grantee pursuant to this Agreement, within sixty (60) days after the Commencement of Construction, Grantee shall pay Grantor a one-time payment in the amount of [REDACTED]. For purposes of this Agreement, the "**Commencement of Construction**" shall mean the date that Grantee commences construction of the Road Improvements on the Easement Area.

3.3. **IRS Form W-9.** Simultaneously with the execution of this Agreement, Grantor shall deliver to Grantee a fully completed and executed Form W-9 (Request for Taxpayer Identification Number and Certification) (the "**Form W-9**"); provided, further, that Grantor shall deliver to Grantee fully completed and executed updates to the Form W-9 as may be reasonably requested by Grantee within fifteen (15) days following any such request (including, without limitation, in order for Grantee to process Grantor's change of address).

3.4. **Reimbursement of Legal Fees.** Within sixty (60) days after the Effective Date of this Agreement, and subject to Grantor providing Grantee with appropriate documentation reasonably satisfactory to Grantee, Grantee shall reimburse Grantor for Grantor's reasonably and actually incurred third party legal fees and costs in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) in connection with the review, negotiation and execution of this Agreement.

4. **GRANTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Grantor hereby represents and covenants to Grantee:

4.1. **Authority.** Grantor owns the Property in fee simple, subject to no liens, encumbrances, leases, mortgages, deeds of trust, fractured interests, mineral or oil and gas rights, or other exceptions to Grantor's fee title ownership of the Property except those of record in the Marion County Clerk's office and/or those disclosed in writing to Grantee prior to execution of this Agreement and as set forth on Exhibit D. Grantor shall cooperate with Grantee to obtain non-disturbance, subordination and other agreements from any person with a mortgage, lien, encumbrance or other exception to fee title to the Property to the extent necessary to eliminate any interference with any rights granted to Grantee under this Agreement. Each person signing this Agreement on behalf of Grantor is authorized to do so, and all persons having any ownership or possessory interest in the Property (including spouses) are signing this Agreement as Grantor.

4.2. **No Interference.** Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, installation, construction, operation, maintenance, repair, replacement, relocation or removal of the Road Improvements within the Easement Area; or (ii) the exercise of Grantee's rights of access, ingress and egress pursuant to this Agreement. Grantee shall have the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter located within the Easement Area, and shall have the further right, from time to time, to trim and cut down

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trees and brush along each side of the Easement Area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the Road Improvements or Grantee's use of the Easement Area, or as necessary to comply with applicable local, state or federal laws, rules and/or regulations. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants or other objects in the Easement Area or make any changes in ground elevation within the Easement Area without written permission from Grantee and permission shall be withheld only if the construction or ground elevation changes will result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain the Road Improvements.

4.3. Requirements of Government Agencies. Grantor shall assist and cooperate with Grantee, at no cost, expense or financial consequence to Grantor, in complying with or obtaining any land use permits or approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact review or any other approvals required or deemed desirable by Grantee in connection with the development, installation, construction, operation, maintenance, repair, replacement, relocation, removal or financing of the Road Improvements and/or the Easement. Without limiting the generality of the foregoing, Grantor shall not oppose in any way any application by Grantee for any permit approval or entitlement at any administrative, judicial, legislative or other level.

4.4. No Litigation. Grantor is not a party to any, and there are no pending or threatened, legal, administrative, arbitration or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Grantor or the Property or any part thereof or interest therein.

4.5. Indemnity. Grantor shall indemnify Grantee for injuries and third-party claims for damage caused by Grantor's or Grantor's invitees, permittees, tenants, agents, successors or assigns on the Property, except to the extent such damage or injuries are caused or contributed by the negligence or willful misconduct of Grantee or Grantee's invitees, permittees, tenants, agents, successors or assigns. Notwithstanding anything to the contrary in this Agreement, in no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall Grantor be liable from losses of rent, business opportunities, profits or any other special, incidental, exemplary, indirect or consequential damages that may result from the conduct of Grantor or Grantor's invitees, permittees, tenants, agents, successors or assigns on the Property.

5. GRANTEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantee hereby represents and covenants to Grantor:

5.1. Insurance. Beginning on the Effective Date, and at all times during the Term of this Agreement, Grantee shall, at its own cost and expense, obtain and maintain in effect (1) Commercial General Liability insurance, including bodily injury and property damage coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate and (2) Umbrella Liability Insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate. Grantee shall upon reasonable written request provide to Grantor a certificate evidencing such coverage. In the event Grantee is a Regulated Utility (as defined below), any or all insurance required by Grantee by this provision may be provided by self-insurance or through a program of self-insurance. Any self-insurance or program of self-insurance by Grantee shall be in accordance with Kentucky statutes and regulations. For purposes of this Section, "**Regulated Utility**" means an electricity service provider who sells power to retail customers and is regulated by the state utility commission, public service commission or its equivalent.

5.2. Indemnity. Grantee shall indemnify Grantor for injuries and third-party claims for damage caused by Grantee's or Grantee's invitees, permittees, tenants, agents, successors or assigns on the Property, except to the extent such damage or injuries are caused or contributed by the negligence or willful misconduct of Grantor or Grantor's invitees, permittees, tenants, agents, employees, shareholders, directors, officers, successors or assigns. Notwithstanding anything to the contrary in this Agreement, in no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall Grantee be liable for losses of rent, business opportunities, profits or any other special,

incidental, exemplary, indirect or consequential damages that may result from the conduct of Grantee on the Property.

5.3. Protection of the Property. As to any portion of the Property disturbed by or through Grantee's exercise of Grantee's rights under this Agreement, Grantee shall use commercially reasonable efforts to restore the disturbed Property (including without limitation the restoration of the soil surface) to substantially the same condition existing immediately before being disturbed, such repair or replacement not to be unreasonably delayed. Grantee shall further repair or replace any fencing or other improvements located on the Property that was disturbed or destroyed by or through Grantee's exercise of Grantee's rights under this Agreement, such repair or replacement not to be unreasonably delayed. Grantee shall obtain Grantor's written approval before installing gates or fences within the Easement Area, such approval not to be unreasonably withheld, conditioned, or delayed. Grantee shall have the right to mark the location of the Easement Area by suitable markers set in the ground.

5.4. Fencing after Construction of Road Improvements. Grantee shall install a woven wire farm fence at least six (6) feet high along the entire perimeter of the Easement Area from Radio Station Road to Parcel No. 063-017 owned by Murphy Family Trust for the purpose of enclosing the remaining portion of Grantor's Property while separating it from the Easement Area. The fencing material and installation shall be in accordance with industry standards necessary to contain cattle. The fencing shall be installed following the construction of the Road Improvements without unreasonable delay.

6. ASSIGNMENT. Grantee may freely grant, apportion or assign all or any portion of its interests under this Agreement, including granting licenses, easements, sub-easements, or similar rights (however denominated) to one or more persons or entities with respect to any portion of its interests under this Agreement, and may sell, assign, grant sub-easements or transfer its rights under the Easement, its interest in this Agreement or any Road Improvements that it may install on the Property, without obtaining the consent of Grantor. In the event of an assignment or transfer of Grantee's entire interest in this Agreement, Grantee (including a successor Grantee by assignment) shall be released of all further liability under this Agreement. If Grantee shall have assigned an interest or granted a sub-easement with respect to all or a portion of the Property, no such assignment or sub-easement shall be affected by a cancellation or termination of this Agreement, and Grantor shall recognize the rights of the assignee or sub-easement holder hereunder, provided only that such assignee or sub-easement holder attorn to Grantor upon Grantor's request. Grantor shall enter into a nondisturbance and attornment agreement, in form and substance reasonably acceptable to Grantor, Grantee and such assignee, license holder or sub-easement holder, upon the request of the assignee or grantee of a license or easement or sub-easement granted by Grantee hereunder.

7. COOPERATION AND FURTHER ASSURANCES. Grantor shall support and cooperate with Grantee, at no cost, expense or financial consequence to Grantor, in the conduct of Grantee's operations and the exercise of Grantee's rights under this Agreement, and Grantor shall perform all such acts (including executing and delivering maps, instruments and documents within ten (10) days after receipt of a written request made from time to time by Grantee) as Grantee may reasonably request to fully effectuate each and all of the purposes and intent of this Agreement. Without limiting the generality of the foregoing, within ten (10) days after receipt of a written request made from time to time by Grantee, Grantor shall: (i) enter into any reasonable amendment to this Agreement to correct an error in this Agreement or amend the legal description and/or depiction attached hereto, including replacing said legal description and/or depiction with a revised description and/or depiction, as applicable, prepared or provided by Grantee's surveyor or title company; (ii) execute and deliver to Grantee any owner's affidavit or estoppel reasonably requested by any title company or attorney reviewing title to the Property; (iii) enter into any reasonable consent and subordination and nondisturbance agreement with any Lender (as defined below) stating that Grantor shall recognize the rights of the Lender and not disturb the Lender's possession of the Property so long as the Lender is not in default under this Agreement, and stating such other things as such Lender may reasonably request; and (iv) join with Grantee in the signing of any and all protest, petition, appeal or pleading that Grantee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits and/or approvals, in each case as Grantee may deem necessary or desirable for Grantee's use of the Property as contemplated by this Agreement.

Without limiting the generality of the foregoing, Grantor shall not oppose, in any way, whether directly or indirectly, any application by Grantee for any permit, approval or entitlement at any administrative, judicial, legislative or other level.

8. **ENCUMBRANCES OF THE EASEMENT.**

8.1. **Right to Encumber.** Grantee, any successor or assignee of Grantee, or any holder of a sub-easement or license (each hereinafter sometimes referred to as an "**Obligor**") may at any time mortgage, pledge or encumber to any entity (herein, a "**Lender**") all or any portion of the Obligor's rights and interest under this Agreement or such sub-easement or license, in each case without the consent of Grantor, but with written notice to Grantor; provided, however, that the failure to give such notice shall not constitute a default but rather shall only have the effect of not binding Grantor hereunder with respect to such Lender until such notice is given. For purposes of this Agreement, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Property is located, shall constitute a "**Lender**" for purposes of this Agreement.

8.2. **Covenants for Lender's Benefit.** Grantee and Grantor expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in Section 8.1 above, then notwithstanding any other provision of this Agreement to the contrary:

(a) Grantor and Grantee will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Agreement, if such termination, suspension, amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(b) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Agreement by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Agreement and/or a forfeiture of any of such Obligor's rights under this Agreement as if done by such Obligor itself. Grantor expressly consents to the foregoing actions, if any, by Lender, and authorizes Lender (or Lender's employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of Grantee or any assignee of Grantee.

(c) The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this Section 8.2 shall be available to those Lenders: (i) which shall have notified Grantor in writing of their name and address; (ii) which Grantee has notified Grantor of (including Lender's name and address); or (iii) whose lien is recorded in the official records of the County in which the Property is located, regardless of whether the specific provision in question expressly so states. Notwithstanding anything to the contrary in this Agreement, no default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Grantor shall become entitled to terminate this Agreement due to an uncured default by Obligor, Grantor will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Agreement provides to Obligor for curing such default, to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Grantor that it must foreclose on Obligor's interest or otherwise take possession of Obligor's interest under this Agreement in order to cure the default, Grantor shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Grantor and the sole recourse of the Grantor in seeking enforcement of its obligations under this Agreement or any new

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easement entered into pursuant to Section 8.2(d) below shall be to such Lender's interest in this Agreement and the Property. Upon the sale or other transfer by any Lender of its interest in the rights granted hereunder, such Lender shall have no further duties or obligations hereunder.

(d) In case of the termination or rejection of this Agreement by Grantor as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Grantor shall provide prompt notice thereof to the Lenders. Upon written request of the Lender that is the beneficiary of the first priority security interest in Grantee's interest under this Agreement, made within forty (40) days after notice to such Lender of any such rejection or termination of this Agreement by any party, Grantor shall enter into a new easement agreement with such Lender, or (at Lender's option) Lender's designee or assignee, within twenty (20) days after the receipt of such request (and if the new easement agreement is executed, at Lender's option, by Lender's designee or assignee, Lender shall not be required to assume the burdens and obligations of the new easement agreement). Such new easement agreement shall be effective as of the date of the termination or rejection of this Agreement, upon the same terms, covenants, conditions and agreements as contained in this Agreement for the remaining term of the original Agreement before giving effect to such termination or rejection. Grantor shall have no rights to terminate such new easement agreement based upon defaults occurring prior to the execution of the new easement agreement. Grantor hereby agrees with and for the benefit of the Lenders that the provisions of this Subsection shall survive termination, rejection or disaffirmation of this Agreement, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this Subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new easement agreement shall have the same priority as this Agreement.

(e) Grantor shall, at Grantee's or a Lender's request, provide to Grantee and such Lender (i) if it is the case, confirmation that such Lender is a "Lender" for purposes of this Agreement, (ii) a consent and estoppel acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Agreement, identifying any modifications hereto and any breaches or defaults hereunder known to Grantor, and containing such other information as Grantee or such Lender may reasonably request, and (iii) such other certificates or affidavits as Grantee, such Lender or any title company selected by either Grantee or such Lender may reasonably request. Grantor shall duly execute and return same to Grantee and/or Lender within ten (10) business days of Grantee's or Lender's request therefor. Should Grantor fail to timely to execute and deliver the consent or estoppel, then Grantee and/or Lender may rely on the contents thereof and the estoppel certificate and/or consent shall be conclusively binding.

(f) Each Lender is and shall be an express third party beneficiary of the provisions of this Section, and shall be entitled to compel the performance of the obligations of Grantor under this Agreement.

9. DEFAULT AND TERMINATION.

9.1. Grantee Right to Terminate. Grantee shall have the right to terminate this Agreement as to all or any part of the Property contained in the Easement Area at any time, for any reason or no reason, effective upon thirty (30) days' written notice to Grantor. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

9.2. Defaults and Remedies.

(a) Events of Default. In the event of any alleged default or failure to perform any obligation under this Agreement, the non-defaulting Party shall give the alleged defaulting Party written notice thereof, which notice shall include the acts required to cure the same with reasonable specificity. Delinquent payments shall bear interest from their respective due dates until paid at the rate of the lesser of (i) ten percent (10%) per annum, or (ii) the maximum rate permitted by law. Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a "Defaulting Party" and each event of default shall be an "Event of Default":

(a) failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within thirty (30) days following receipt of written notice from the other Party (the "**Non-Defaulting Party**") of such failure to pay ("**Payment Default**"); or

(b) failure of a Party to substantially perform any covenant or other material obligation under this Agreement within forty-five (45) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such forty-five (45) day cure period shall be extended for a reasonable period of time needed to cure the Event of Default, if the Defaulting Party initiates such cure within the forty-five (45) day period and continues such cure to completion.

(b) Remedies.

(a) Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement, upon thirty (30) days prior written notice to the Defaulting Party following the Payment Default.

(b) Remedies for Other Defaults. On the occurrence of an Event of Default by Grantee other than a Payment Default (after the applicable cure periods have elapsed), Grantor shall not be entitled to terminate this Agreement or evict Grantee from the Property and Grantor's remedies shall be limited to Grantor's actual damages, costs and out-of-pocket expenses incurred by Grantor as a result of the Event of Default and efforts by Grantor to cure such Event of Default by Grantee (including, without limitation, reasonable attorneys' fees and disbursements).

9.3. Effect of Termination. Upon expiration or termination of this Agreement, whether in whole or in part, Grantee shall (a) upon written request by Grantor, execute and record a quitclaim deed or other release document to Grantor of all of Grantee's right, title and interest in and to the Property or to that part of the Property as to which this Agreement has been terminated, as applicable, and (b) as soon as practicable thereafter (i) remove the Road Improvements installed by Grantee on the Property from the Property or portion of the Property as to which this Agreement was terminated, as applicable, (ii) restore the soil surface to a condition reasonably similar to its original condition immediately prior to the Commencement of Construction (reasonable wear and tear, condemnation, casualty damage and acts of God excepted; and provided that Grantee shall only be required to remove underground facilities to a depth of thirty-six (36) inches below the surface of the ground), and (iii) and replace any fencing removed from the Property by Grantee using prudent engineering practices with the fencing to be substantially the same as the fencing that was removed. The restoration of the Property as provided in this section shall be subject to and in accordance the Decommissioning Plan as set out in Exhibit D of the Lease, such terms and conditions which are incorporated herein by reference as if fully set forth.

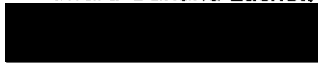
10. MISCELLANEOUS.

10.1. Recording. Grantor shall not record this Agreement; provided, however, that Grantee may elect to record this Agreement and/or a memorandum thereof in the form attached hereto as Exhibit E (the "**Memorandum of Agreement**") in the office of the Clerk of Marion County, Kentucky (the "**Official Records**"). Simultaneously with the execution of this Agreement, the Parties shall execute (in the presence of a notary) the Memorandum of Agreement. If Grantee elects to record the Memorandum of Agreement, Grantee shall cause the Memorandum of Agreement to be recorded in the Official Records at Grantee's expense. The Parties shall execute an amendment to the Memorandum of Agreement consistent with this Agreement in each instance as reasonably requested by Grantee (which amendment will then be recorded in the Official Records at Grantee's expense). If the Memorandum of Agreement has been recorded, then following the expiration of or earlier termination of this Agreement by Grantee, Grantee shall cause to be recorded a termination or release of the Memorandum of Agreement in the Official Records at Grantee's expense. In the event of any inconsistency between the provisions of this

Agreement and the provisions of the Memorandum of Agreement, the provisions of this Agreement shall control.

10.2. Notices. All notices to a party pursuant to this Agreement must be in writing and shall be sent only by (i) United States Mail (first-class, certified, return-receipt requested); (ii) personal delivery; or (iii) an overnight courier service which keeps records of deliveries. For purposes of giving notice hereunder, the addresses of the parties are as set forth below:

If to Grantor: Edward Garland Lockett



If to Grantee: NORTHERN BOBWHITE SOLAR LLC
15445 Innovation Drive
San Diego, CA 92128
Attn: Corporate Real Estate
Telephone: (858) 521-3300

A party may change its address at any time by giving written notice of such change to the other party in the manner provided herein. Notices sent by certified mail shall be deemed given on the date of delivery or attempted delivery as shown on the return-receipt. Notices sent by personal delivery or courier service shall be deemed given on the date of delivery or refusal to accept delivery.

10.3. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Grantor and Grantee respecting its subject matter and supersedes all prior agreements and understandings, if any, concerning the subject matter herein, and there are no other covenants, agreements, promises, terms, provisions or understandings, either oral or written, between the Parties concerning the subject matter of this Agreement, other than those expressly set forth herein. This Agreement shall not be modified or amended except in a writing signed by both parties.

10.4. Successors and Assigns. This Agreement and the easements granted to Grantee hereunder shall burden the Property and shall run with the Property and be binding upon Grantor and Grantee and any assignee, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them.

10.5. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky, without regard to its conflicts of law principals. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity subject to the express limitations set forth in this Agreement. The Marion Circuit Court in Lebanon, Marion County, Kentucky shall be the proper venue for any dispute, claim, cause of action, or lawsuit arising out of or in connection with this Agreement.

10.6. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect unimpaired by the holding.

10.7. Interpretation. Each Party has reviewed this Agreement and has been given an opportunity to obtain the assistance of counsel, and any rule of construction holding that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The headings and captions of this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement. A waiver of a breach of any of the provisions of this Agreement shall not be deemed to be a waiver of any succeeding breach of the same or any other provision of this Agreement.

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10.8. Ownership of the Road Improvements. Grantor shall have no ownership or other interest in any Road Improvements installed on the Property and Grantor hereby waives and releases any and all lien rights arising hereunder or under applicable law or in equity with respect to the Road Improvements. Furthermore, Grantee may remove any or all of the Road Improvements at any time.

10.9. Condemnation. Should title to or possession of all of the Property be taken in condemnation proceedings or by inverse condemnation by a government agency, governmental body or private party under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property unsuitable for Grantee's use (as determined by Grantee), then this Agreement shall terminate upon such vesting of title or taking of possession. Grantor shall be entitled to all portions of the award, except for any portion of the award that is attributable to the following, which shall be paid to Grantee: (i) any removal and relocation costs of the Road Improvements and Grantee's personal property, equipment, and trade fixtures; (ii) any loss of or damage to any Road Improvements; (iii) the loss of use of the Property (including, without limitation, loss of access across the Property) by Grantee; and (iv) Grantee's lost profits. Grantee shall have the right to participate in any settlement proceedings, and Grantor shall not enter into any binding settlement agreement without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

10.10. Force Majeure - Delays. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance as soon as such causes are removed. "Force Majeure" means: fire, earthquake, flood, tornado, storm, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God and natural disasters; strikes or labor disputes; inability to procure labor, materials, or reasonable substitutes therefor; war, civil strife, enemy or hostile government action, sabotage, vandalism or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency; epidemic, pandemic, disease outbreak, or public health crisis; or any other act or condition beyond the reasonable control of a Party.

10.11. Estoppel Certificates. Grantor agrees that it shall, without charge therefor, at any time and from time to time during the term of this Agreement and within (10) business days after a written request by Grantee, execute, acknowledge and deliver to Grantee a written statement or estoppel certificate in such form as may be requested by Grantee certifying: (i) that this Agreement is unmodified and in full force and effect (or modified and stating the modifications); (ii) the dates to which the payments and any other charges have been paid; (iii) whether or not there is then existing any claim of default under this Agreement known to Grantor and, if so, specifying the same in detail; and (iv) such other facts as Grantee may reasonably request be confirmed. Should Grantor fail to timely execute and deliver the requested written statement or estoppel certificate, then Grantee and/or Grantee's Lender may rely on the contents thereof and the written statement and/or estoppel certificate shall be conclusively binding against Grantor.

10.12. No Waiver; No Abandonment. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement. Further, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination of any easement, except upon recordation by Grantee or the holder of such interest in the Easement, as applicable, of a quitclaim deed or release specifically conveying such easement(s) back to Grantor.

10.13. Confidentiality. Grantor shall maintain in the strictest confidence, for the sole benefit of Grantee, all information pertaining to the terms and conditions of this Agreement, including, without limitation, the financial terms, Grantee's site design and product design, methods of operation and methods of construction and power production of the Project, except to the extent as may be required by court order, provided that Grantor provides, to the extent reasonably possible, Grantee a reasonable

opportunity to review the disclosure before it is made and to impose Grantee's own objection to the disclosure. Without first obtaining written permission from Grantee, Grantor shall not issue any statements or press releases or respond to any inquiries from the news media regarding such matters. Nothing in this Section shall prohibit any Party from sharing or disclosing information with such Party's counsel, accountants, or current or prospective investors, purchasers or lenders with a bona fide need to know such confidential information provided that the Party sharing or disclosing such confidential information requires the recipient to maintain the confidentiality of such disclosed information. This Section shall survive the termination or expiration of this Agreement.

10.14. Attorneys' Fees. The prevailing Party in any arbitration or litigation undertaken in connection with any default under this Agreement shall be entitled to be paid its reasonable costs and attorneys' fees incurred in connection therewith by the losing Party, including such costs and fees as may be incurred on appeal, in any probate or bankruptcy proceeding, and in any petition for review, and including costs and fees as are incurred in connection with adjudication of any issues that are particular to such types of proceedings.

10.15. Covenants Running with the Land. Grantor and Grantee hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon the Property and each Party's present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, successors and assigns as holders of an estate or interest in the Property (including, without limitation, any Lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Grantee and its respective heirs, administrators, executors, legal representatives, successors and assigns.

10.16. Time for Performance. If the time for performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for such performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. If the day on which any payment due hereunder is payable falls on a Saturday, Sunday or on a legal holiday, it shall be payable on the next succeeding day which is not a Saturday, Sunday or legal holiday.

10.17. Joint and Several Liability. The obligations under this Agreement imposed upon Grantor shall be joint and several obligations of the individuals or entities comprising Grantor.

10.18. Crossing Agreements. Grantor and Grantee hereby agree that should any unrelated third party (i.e., any person or entity other than any Grantee or any Grantee affiliate, successor or assign) request a crossing agreement or encroachment agreement in connection with the crossing over, under, on or encroaching over, under, or onto the Easement Area (any such document is referred to herein as a "**Crossing Agreement**"), then Grantor shall not enter into any such Crossing Agreement with such unrelated third party without obtaining the prior written consent of Grantee, and Grantee may withhold its consent to such Crossing Agreement in its sole and absolute discretion. Notwithstanding the foregoing, Grantor and Grantee acknowledge and agree that the Easement granted to Grantee hereunder include, without limitation, the right to cross over, under and onto the Easement Area, as described in Section 1 above, and therefore no separate Crossing Agreement or consent or approval of Grantor or Grantee is required for Grantee or its affiliates, successors or assigns, or their respective agents, representatives, employees, contractors, subcontractors, tenants, licensees and invitees to exercise such rights under this Agreement.

10.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument.

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

"GRANTOR"

By: Edward Garland Lockett
Name: Edward Garland Lockett, a single person

"GRANTEE"

NORTHERN BOBWHITE SOLAR LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

~~"GRANTOR"~~

~~By: Edward Garland Lockett
Name: Edward Garland Lockett, a single person~~

"GRANTEE"

NORTHERN BOBWHITE SOLAR LLC,
a Delaware limited liability company

DocuSigned by:
Kate O'Hair
-9D34FE611436485...
By: _____
Name: Kate O'Hair
Title: vice president, Development

EXHIBIT A

Legal Description of the Property

Parcel #064-001A

Acres: 101.01

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

BEING a parcel of land located in Marion County, Kentucky, particularly described as follows:
BEGINNING at iron post, corner to Clarence Murphy and the Old Springfield and Lebanon Road; then with road S. 43° 35 minutes E. 585 feet to iron post; then S. 34° 50 minutes E. 90 feet to iron post; then S. 24° 20 minutes E. 85 feet to iron post; then passing tenant house S. 19° 50 minutes E. 392 feet to iron post, northwest corner of yard; then S. 23° 05 minutes E. 372 feet to iron post at cross fence; then S. 22° 20 minutes E. 564 feet to iron post at Murphy passway; then leaving road N. 60° 20 minutes E. 459 feet to iron post; then N. 59° 20 minutes E. 674.5 feet to iron post; then N. 57° 50 minutes E. 983 feet to iron post at dead elm snag; then continuing with fence N. 55° 30 minutes E. 1369 feet to iron post at edge of branch; then N. 60° 30 minutes W. 1059.3 feet to iron stake at black oak; then N. 75 W. 43 feet to iron post; then S. 75 W. 261 feet to iron post at elm; then S. 52 W. 66 feet to iron post at hickory; then S. 35 W. 66 feet to iron post at hickory; then S. 47° 30 minutes W. 304 feet to iron post at 12-inch walnut; then S. 45 W. 613 feet to iron post; then N. 50 W. 1048 feet to iron post; then N. 20 E. 116 feet to cedar and iron post at edge of Clarence Murphy lane, then with lane N. 81 W. 86 feet to iron post at 8-inch ash; then S. 89 W. 101 feet to iron post at 9-inch cedar; then S. 86° 30 minutes W. 175 feet to iron post at 14-inch buckeye; then S. 68 W. 69 feet to 6-inch buckeye; then S. 51 W. 28 feet to iron post at 18-inch black oak; then S. 47 W. 99 feet to iron post; then S. 43 W. 88 feet to iron post under power line; then S. 43° 30 minutes W. 212 feet to iron post under power line; then S. 43° 30 minutes W. 259 feet to the beginning, containing 102.51 acres, as per survey of C. M. Probus, Registered Land Surveyor, dated August 28, 1971, and subject to all legal highways and easements for transmission lines.

HOWEVER, THERE IS EXCEPTED from the foregoing the following described portion thereof conveyed by Harold B. Hundley to Raymond A. Nally, et ux., by deed dated June 10, 1975 of record in Deed Book 102, page 244 in the Marion County Court Clerk's office: A PARCEL of land, lying in Marion County, Kentucky, and fronting on the Laura P. Lavit Lane and more particularly described as follows:
BEGINNING at an iron pin corner to Charles Guilfoil at the right of way of said lane; thence N. 61° E. 475 feet along Guilfoil's line to an iron pin corner to Harold B. Hundley; thence with Hundley N. 40¼ 0 W. 145 feet to an iron pin and S. 61° W. 425 feet to an iron pin at the right of way of said lane; thence S. 21° E. 145 feet along said right of way to the beginning containing 1.50 acres, more or less.

AND BEING A PART OF THE SAME PROPERTY acquired by Harold B. Hundley, by deed dated December 31, 1971 of record in Deed Book 92, page 34, in the Marion County Court Clerk's office

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EXHIBIT B

Legal Description of the Easement Area

Being a 30-foot-wide strip of land over and across land now or formerly owned by Edward Garland Luckett, by deed from Harold B. Hundley, recorded on August 22, 1988 in Deed Book 148, Page 444 of the Marion County Clerk's Office, more particularly described as follows:

Beginning at a 5/8-inch rebar set, "Parkin - 4242", in the Easterly right of way line of Radio Station Road, on the Southerly side of a private way, known as Clarence Murphy Way;

Thence along the Southerly side of said Clarence Murphy Way, marked in part by a fence, the following seven (7) courses:

- 1) N 44° 20' 35" E a distance of 428.18 feet;
- 2) N 44° 58' 54" E a distance of 178.88 feet;
- 3) N 49° 12' 17" E a distance of 61.14 feet to a 20-inch diameter Buckeye tree, with barbed wire remnants;
- 4) N 54° 19' 36" E a distance of 33.90 feet;
- 5) N 72° 27' 11" E a distance of 50.61 feet;
- 6) N 88° 04' 27" E a distance of 264.92 feet to a 24-inch Ash tree, with barbed wire remnants;
- 7) S 80° 25' 04" E a distance of 100.91 feet to a point in the Westerly line of land described in a conveyance to Murphy Family Trust in Deed Book 313, page 459, Marion County Court Clerk's office;

Thence, S 26° 41' 03" W, a distance of 31.39 feet, with said westerly line of Murphy Family Trust to a point;

Thence passing through said land of the Grantor the following seven (7) courses:

- 1) N 80° 25' 04" W a distance of 88.66 feet;
- 2) S 88° 04' 27" W a distance of 257.78 feet;
- 3) S 72° 27' 11" W a distance of 41.71 feet;
- 4) S 54° 19' 36" W a distance of 27.77 feet;
- 5) S 49° 12' 17" W a distance of 58.69 feet;
- 6) S 44° 58' 54" W a distance of 177.61 feet;
- 7) S 44° 20' 35" W a distance of 429.75 feet to said Easterly right of way line of Radio Station Road;

Thence, N 41° 38' 53" W a distance of 15.67 feet with said Easterly right of way line;

Thence, N 43° 05' 19" W a distance of 14.38 feet continuing with said Easterly right of way line, to the **POINT OF BEGINNING**;

Containing 0.758 acres, more or less, and meaning and intending to convey a contiguous 30-foot-wide Easement paralleling the southerly line of the private way known as "Clarence Murphy Way".

Bearings are based on State Plane, Kentucky South Zone, NAD83 (2011). Subject to any easements, restrictions, and rights of way of record.

EJZ

EXHIBIT C

Depiction of the Easement Area



ERZ

EXHIBIT D

Disclosed Liens and Encumbrances

1. An easement conveyed to Kentucky Utilities Company by Deed of Easement dated February 26, 2021, of record in Deed Book 343, Page 108, in the office of the Marion County Clerk.

EJA

EXHIBIT E

Memorandum of Agreement

ERK

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

NORTHERN BOBWHITE SOLAR LLC
15445 Innovation Drive
San Diego, CA 92128
Attn: Corporate Real Estate

Project: Northern Bobwhite Solar

APN:

Space above for Recorder's Use Only

**MEMORANDUM OF
ACCESS EASEMENT AGREEMENT**

THIS MEMORANDUM OF ACCESS EASEMENT AGREEMENT (this "**Memorandum**") is made and entered into as of _____, 20__ (the "**Effective Date**") by and between _____ ("**Grantor**") and NORTHERN BOBWHITE SOLAR LLC, a Delaware limited liability company (the "**Grantee**"). Grantor and Grantee are also each hereinafter referred to individually as a "**Party**" or, collectively, the "**Parties**".

RECITALS

A. By this Memorandum, and on the terms and conditions set forth in that certain Access Easement Agreement dated as of the Effective Date (the "**Agreement**"), with respect to certain real property located in Marion County, Kentucky and more particularly described on Exhibit A attached hereto (the "**Property**"), all of which terms and conditions are hereby incorporated herein by reference and made a part hereof as fully and completely as if herein specifically set out in full, Grantor has granted and hereby grants to Grantee as follows:

AGREEMENT

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

1. Grant of Easement.

1.1. Easement. Grantor hereby grants and conveys to Grantee a non-exclusive thirty (30) foot wide easement (together with any other easement rights granted hereunder, the "**Easement**") for the Term (as defined below), for the purpose set forth in Section 2 of the Agreement and this Memorandum, on, over, under, across and through the portion of the Property as more particularly described on Exhibit B and depicted on Exhibit C attached hereto (the "**Easement Area**"). The Easement and other rights granted by Grantor in the Agreement are an easement in gross for the benefit of Grantee and Grantee's successors and assigns. The Easement and other rights granted by Grantor in the Agreement are independent of any lands or estates or interest in lands.

1.2. Term. The term of the Agreement (including any extensions or renewals, the "**Term**") shall commence on the Effective Date and shall terminate at 11:59 P.M. local time fifty (50) years after the Effective Date or upon the termination of the Lease, whichever occurs first, unless extended or sooner terminated as therein provided.

EJZ

2. Purpose. Grantee and its agents, representatives, employees, contractors, subcontractors, tenants, licensees, invitees, successors and assigns may use the Easement Area for: (a) vehicular (including heavy construction equipment and cranes) and pedestrian access, ingress and egress by Grantee and Grantee's affiliates and each of their respective agents, representatives, employees, contractors, subcontractors, tenants, licensees, and invitees for the Term; and (b) the installation, construction, operation, use, maintenance, repair, replacement, relocation and removal of roads (temporary and permanent) and related improvements (collectively, the "Road Improvements") for the Term. No act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a quitclaim deed or release specifically conveying the Easement back to Grantor. Nonuse of the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed. Use of or improvement to any portion of the Property by Grantee or its successors or assigns pursuant to the Agreement shall not, separately or in the aggregate, constitute an overburdening of the Easement.

3. Notices. All notices to a party pursuant to this Memorandum and the Agreement must be in writing and shall be sent only by (i) United States Mail (first-class, certified, return-receipt requested); (ii) personal delivery; or (iii) an overnight courier service which keeps records of deliveries. For purposes of giving notice hereunder, the addresses of the parties are as set forth below:

If to Grantor: _____

If to Grantee: NORTHERN BOBWHITE SOLAR LLC
15445 Innovation Drive
San Diego, CA 92128
Attn: Corporate Real Estate
Telephone: (858) 521-3300

A party may change its address at any time by giving written notice of such change to the other party in the manner provided herein. Notices sent by certified mail shall be deemed given on the date of delivery or attempted delivery as shown on the return-receipt. Notices sent by personal delivery or courier service shall be deemed given on the date of delivery or refusal to accept delivery.

4. Capitalized Terms. Capitalized terms used in this Memorandum and not otherwise defined shall have the meanings ascribed to them in the Agreement.

5. Miscellaneous. This Memorandum is executed and recorded for the purpose of providing record notice of the execution, delivery and existence of the Agreement. This Memorandum shall not supersede or in any way modify the terms or conditions of the Agreement. In the event of any conflict between any term or provision of the Agreement and this Memorandum, the applicable term or provision of the Agreement shall control.

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

[Remainder of Page Intentionally Left Blank; Signature Page Follows]



This Instrument Prepared By:

NORTHERN BOBWHITE SOLAR LLC
15445 Innovation Drive
San Diego, CA 92128
Attn: Corporate Real Estate
(858) 521-3300

ELZ

EXHIBIT A

Legal Description of the Property

[INSERT legal description]

The above being the same property acquired by _____ by Deed dated _____, _____,
of record in Deed Book _____, Page _____, in the _____ County Clerk's office.

EEZ

EXHIBIT B

Legal Description of the Easement Area

ELT

EXHIBIT C

Depiction of the Easement Area

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SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made as of May 31st 2023 (the "Effective Date"), by and between C.W. Murphy, Jr, as successor trustee of Elaine's Trust established under the Clarence W. Murphy, Sr. Revocable Trust (collectively, "Landlord") and Northern Bobwhite Solar LLC, a Delaware limited liability company (formerly known as Northern Bobwhite Solar LLC, a Kentucky limited liability company) ("Tenant").

WITNESSETH:

In consideration of [REDACTED] the "Signature Payment") to be paid from Tenant to Landlord on or before the date that is thirty (30) days after the date of full execution of this Lease, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, a portion of that certain property with a Tax Parcel: 063-017-01 containing approximately 34.404 acres located at 1495 Horan Ln., Marion County, KY, in substantially the location described on Exhibit A attached hereto and by this reference made a part hereof (the "Land"), and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon (the portion of the Land delineated in the Survey and shown on Exhibit B attached hereto and by this reference made a part hereof, together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the "Premises"), to be occupied and used upon the terms and conditions herein set forth.

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence; Survey; Transfer of the Premises by Landlord Payment.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a "Extension Term" and collectively, the "Extension Terms") by providing Landlord with written notice of Tenant's election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (the obligation to restore the Premises set forth in Section 13, and those obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "**Contingencies**"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 21,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines.

Prior to the Rent Commencement Date, Tenant shall (at Tenant's expense) obtain a survey of the Land (the "**Survey**") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The legal description of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B. In addition, Tenant shall (at Tenant's expense), obtain a Survey of the Land and provide Landlord with a copy of said Survey.

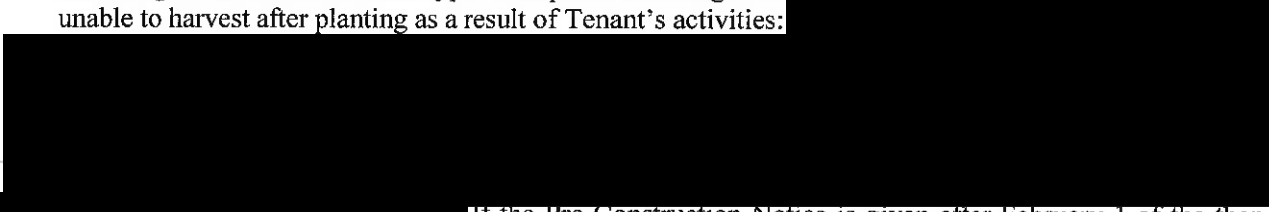
As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason; however, Tenant's right to reduce the Land subject to this Lease shall expire upon commencement of the "**Construction Period**" (i.e., the period commencing on the date that Tenant starts material physical construction of the solar farm on the Premises and ending on the Rent Commencement Date). Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("**Released Premises**") so long as: (i) the Released Premises is not less than ten (10)

contiguous acres, and (ii) Landlord has access to the Released Premises. The portion of the Premises remaining after any partial termination of this Lease shall thereafter be the “Premises” for purposes of this Lease. In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit B as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises as shown on the Survey shall be binding on the parties hereto.

Any transfer of any portion of the surface rights (or surface acres) of the Premises by Landlord shall automatically transfer with it the right to receive payments under this Lease in direct proportion to the fraction of the surface rights (or surface acres) to the Premises that have been transferred unless otherwise agreed to in writing by Landlord, Buyer and Tenant, said proportional payments being without regard to the presence or lack of improvements on the transferred parcel of the Premises; it being expressly understood and agreed by the parties, however, that Tenant shall have no obligation to make any payments hereunder to any person or entity other than Landlord unless and until Tenant receives written notice from Landlord of the transfer of all or any portion of Landlord’s interest in the Premises and the right to receive payments under this Lease in proportion thereto. Landlord shall be obligated to inform any heirs, successors, transferees and assigns (of all or any portion of its interest in the Premises) of the existence of this Lease.

2. Pre-Construction Notice; Construction Notice; Rent Commencement Date.

(a) Subject to the remainder of this Section 2(a), Tenant shall pay to Landlord after Tenant gives Landlord notice that Tenant intends to commence construction of its intended solar farm on the Premises (the “**Pre-Construction Notice**”) (which Pre-Construction Notice need only be given if Tenant elects to proceed with pre-construction activities in Tenant’s sole discretion) a fee based on the following schedule based on the type of crop that is damaged or destroyed by Tenant or which Landlord is unable to harvest after planting as a result of Tenant’s activities:


If the Pre-Construction Notice is given after February 1 of the then current calendar year and before the harvesting of the crops Landlord had planted during the applicable growing season, the Crop Loss Payment is not due in the event that Tenant allows Landlord to continue its farming operation until the end of the applicable growing season. If the Pre-Construction Notice is given prior to February 1 of the then current calendar year, Landlord shall not plant crops for such year and Tenant shall not owe any Crop Loss Payment. Unless Tenant elects to allow the continuation of the farming season as provided above Landlord shall stop all such farming activity and remove all equipment and personal property within thirty (30) days of Tenant’s request and Tenant may remove the same if Landlord does not remove and destroy any remaining crops. Payments made to Landlord as provided in this Section 2 shall be non-refundable.

(b) Tenant shall notify Landlord at least sixty (60) days prior to the date that Tenant expects to commence construction on its intended solar farm on the Premises (the “**Construction Notice**”) whether or not a Pre-Construction Notice was previously given. If no Pre-Construction Notice was previously given, and construction begins before crops are harvested by Landlord, then Tenant shall make the Crop Loss Payment described in Section 2(a) above.

(c) As used in this Lease, the term “**Rent Commencement Date**” shall be the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering

electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), excluding any test energy or partial startup of the solar farm short of full commercial operation (the “**Commercial Operation Date**”).

3. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

4. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant’s sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; provided, however, that the proceeds from any such timber and trees being cut and sold by Tenant shall be paid to Landlord within thirty (30) days of such timber and trees being cut and sold. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 13.

5. Do Not Disturb Area. The area shown on Exhibit B.1 shall be excluded from the Premises.

6. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the “**Intended Use**”) and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord’s right to continue to farm the Premises in the current manner being farmed until the giving of the “**Pre-Construction Notice**” or, if no Pre-Construction Notice is given, the “**Construction Notice**” at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant’s rights under this Lease.

7. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least One Million Dollars (\$1,000,000.00) each Occurrence and at least Two Million Dollars (\$2,000,000.00) in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) Within sixty (60) days of Tenant's issuance of the Construction Notice, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least Two Million Dollars (\$2,000,000.00) each Occurrence and at least Four Million Dollars (\$4,000,000.00) in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(d) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

8. Taxes. Tenant shall pay when due all ad valorem taxes and assessments that may be imposed upon the Land or Premises beginning on the date that Tenant actually commences construction of the solar farm described in the Construction Notice until the end of the Term by applicable governmental entities, including, without limitation, all ad valorem taxes and assessments levied upon the improvements made to the Land by Tenant or upon any other property installed in or brought onto the Premises by Tenant and any roll-back taxes that become due as a result of such construction (but excluding any taxes applicable to the period prior to the beginning of the Term other than the roll-back taxes described above). In the event that Tenant's use of the Premises for the Intended Use causes an increase in taxes on any other property owned by Landlord, any such increased taxes for such other property shall be paid by Tenant (to the extent proven to be in addition to those Landlord would otherwise be required to pay for such other property). Furthermore, in the event that the Premises is a part of a larger tax parcel owned by Landlord and ad valorem taxes on such tax parcel increase as a result of Tenant's use of the Premises for the Intended Use, the increased taxes resulting from such change of use shall be equitably apportioned as to Landlord and Tenant in a pro-rata manner such that Tenant is responsible only for such costs as they relate to the Premises or to the extent proven to be in addition to those Landlord would otherwise be required to pay for the remainder of the tax parcel.

9. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

10. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "**Total Taking**"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a “**Partial Taking**”), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be divided between Landlord and Tenant in accordance with Kentucky law. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

11. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, to use commercially reasonable efforts for the repair and maintenance of the Premises, including all ponds as depicted on Exhibit E.

12. Default.



13. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant’s use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord. In the event any ponds on the Land are altered as a result of Tenant’s activities on the Land, Tenant shall restore any such ponds to the condition as existed immediately before the start of the Construction Period.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall have

all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 13. This Section 13 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

Notwithstanding anything to the contrary contained herein, in the event of termination or expiration of this Lease prior to the 20th anniversary of the Rent Commencement Date, Tenant shall install (or cause to have installed) any fencing that was removed or destroyed by Tenant, in comparable placement and type to the fencing that is existing on the Premises as of the Effective Date, and in substantially the location as set forth on Exhibit B.2.

14. Acknowledgement Regarding Rent. Landlord and Tenant acknowledge and agree that except for the Signature Payment, no additional rental payment is due from Tenant to Landlord pursuant to this Lease.

15. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

16. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the "**Landlord Parties**") from and against all claims, demands, liabilities, losses, damages, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "**Claims**") suffered or incurred by any of the Landlord Parties as a result of or arising out of: (a) any acts, omissions or negligence of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the "**Tenant Parties**") in connection with Tenant Parties' uses of or operations on the Premises and/or Adjacent Property (Adjacent Property as defined in Section 28), except to the extent any such Claim is caused by the negligence or willful misconduct of a Landlord Party, or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Furthermore, Tenant shall be fully liable for any and all costs and expenses related to the generation, manufacture, use, storage or disposal of a Hazardous Substance on the Premises and/or Adjacent Property by Tenant Parties. Tenant shall give immediate written notice to Landlord of any violation or potential violation of this Section or Section 25(c). Tenant shall defend, indemnify and hold harmless Landlord and its agents, from and against any and all liability (including reasonable attorneys' fees and any other fees) of whatever kind in any way related to the presence of Hazardous Substances at the Premises and/or Adjacent Property brought on the Premises and/or Adjacent Property by the Tenant Parties. "**Hazardous Substance**" shall mean any and all hazardous substances, toxic materials, pollutants, contaminants, hazardous or toxic wastes defined in any federal, state, county or

municipal law, rule, regulation or ordinance, including asbestos, PCBs, oil, petroleum products and their byproducts, and any other such products.

Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 16(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties' uses of or operations on the Premises.

This Indemnification Section 16(a) shall survive the expiration or termination of this Lease.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of or arising out of: (a) any acts, omissions or negligence of any of the Landlord Parties in connection with Landlord Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, or (b) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period.

17. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

18. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

19. Notices; Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord:

Clarence Murphy


To Tenant:

Northern Bobwhite Solar LLC
Attn: Corporate Real Estate
15445 Innovation Drive
San Diego, CA 92128
Phone: (858) 521-3300

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

20. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

21. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

22. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The Parties hereto agree and consent that venue for any proceeding arising under this Agreement shall be in the Marion Circuit Court in Lebanon, Marion County, Kentucky.

23. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

24. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) to the best of Landlord's knowledge after due inquiry, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the

solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph;

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released Hazardous Substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material);

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

25. Tenant's Warranties and Representations. Tenant hereby agrees with, and warrants and represents to Landlord as follows:

(a) Requirements of Governmental Agencies. Tenant, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, rules and regulations of any governmental agency applicable to the Premises. Tenant has the right, in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Tenant or in the names of both Tenant and Landlord, the validity or applicability to the Premises of any law, ordinance, statute, order, regulation, property assessment or similar measure existing or later made or issued by any federal, state, county, local or other governmental agency or entity. Landlord shall fully cooperate in such contest. Tenant shall reimburse Landlord for its reasonable out-of-pocket expenses it may incur to provide such cooperation. Any such contest or proceeding, including any maintained in the name of Landlord, shall be controlled and directed by Tenant, but Tenant shall protect Landlord from Tenant's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

(b) Liens. Tenant shall use its commercial best efforts to keep the Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the Premises for Tenant's use or benefit; provided, however, that if such a lien does

arise, Tenant has a right to contest such lien and Tenant, within sixty (60) days after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves regarding such lien, or otherwise removes such lien from the Premises pursuant to applicable law, in which case Tenant shall not be deemed to have breached this paragraph. Nothing in this paragraph or otherwise in this Agreement prohibits Tenant from granting one or more liens on all or any portion of Tenant's right, title or interest under this Agreement as allowed under Section 36.

(c) Hazardous Materials. Tenant shall not violate, and shall indemnify Landlord against any violation by Tenant or any Tenant Party of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or later classified as hazardous, dangerous, harmful, toxic, or in a similar fashion and that is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste "**Hazardous Materials**") in, on, under or about the Premises or any other property. In compliance with the requirements of applicable law, Tenant shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Tenant or any Tenant Parties in, on, under, or about the Premises or any other property.

26. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

27. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "**Energy Facilities**") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

28. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**") to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "**Easements**") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon Landlord:

- (i) An exclusive easement for electrical interconnection purposes;
- (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property

(d) Adjacent Property Use. Landlord, its agents, invitees or lessees (hereinafter "**Landlord Agents**") shall have access to and be permitted to use the Adjacent Property for agricultural purposes, including but not limited to, the farming of corn, wheat, soybeans, tobacco, hemp, oats, cattle, hay, and canola.

(e) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "**Landlord Easements**") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(f) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for


rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

29. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with KY DOT standards.

30. Landlord's Access. Landlord hereby reserves for Landlord Agents the right to access adjoining property owned by Landlord Agents that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "**Landlord Access**") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord Agents shall only use the Landlord Access for the benefit of Landlord Agent's adjoining property as currently being used and such access shall only commence after the "**Commercial Operation Date**" (i.e., the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivery electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), excluding any test energy or partial start-up of the solar farm short of full commercial operation). Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord Agents' use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord Agents shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord Agents' use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord Agents' right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord Agents may use the gate but shall keep such gate closed and locked at such times as Landlord Agents is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to this Lease or Tenant's rights granted pursuant to this Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord Agents continued access to its adjoining property. Landlord shall have access to any pond located outside of the Premises as depicted on Exhibit E attached hereto and incorporated herein by this reference.

31. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "**Confidential Information**") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or

entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease.



32. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

33. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

34. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

35. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of this Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

36. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "**Obligor**") may at any time mortgage, pledge, or encumber to any entity (herein, a "**Lender**") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and

whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii)



(iv)



termination or rejection. Landlord shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Landlord hereby agrees with and for the benefit of the Lenders that the provisions of this subsection shall survive termination, rejection or disaffirmation of this Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in this Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, provide to Tenant and such Lender (i) confirmation that such Lender is a "**Lender**" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

37. **CRP Acreage Adjustment.** A portion of the Property is currently included in the "**CRP**" program as more particularly outlined in a written agreement with the United States Department of Agriculture (the "**CRP Agreement**"). Effective as of the Commercial Operation Date, the Parties acknowledge that the actual acreage of Tenant's physical facilities and roads, to the extent currently included in the CRP program under the CRP Agreement, would be excluded from the CRP Agreement (the "**Affected Acreage**"); resultantly, Landlord would be required to repay all monies received under the CRP Agreement for the Affected Acreage. The Parties, therefore, agree as follows:

(a) Tenant shall provide to Landlord and the United States Department of Agriculture agent administering the CRP Agreement, at least thirty (30) days prior to commencement of construction, a written estimate of proposed **Affected Acreage**.

(b) Tenant may utilize additional acreage for construction laydown and similar purposes during construction (the "**Temporary Acreages**").

(c) Any such Temporary Acreages must be restored promptly by Tenant on completion of construction to substantially the same condition as existed immediately prior to the commencement of construction (reasonable wear and tear, condemnation, casualty damage and acts of God excepted).

(d) Upon completion of construction on the Premises, Tenant shall measure and calculate the final Affected Acreage which Tenant shall submit to the United States Department of Agriculture agent for verification and calculation of payment amounts for Affected Acreage owing by Landlord under the CRP Agreement.

(e) Within thirty (30) days of the receipt of verification of final payment owing for Affected Acreage under the CRP Agreement, Landlord shall pay the required payment in full to the United States Department of Agriculture. Tenant agrees to reimburse Landlord for such payment within forty-five (45) days of a notice by Landlord that the payment has been made with reasonable evidence of such payment.

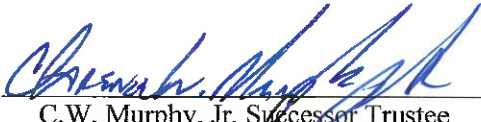
38. Landlord's Cooperation. Landlord shall cooperate with Tenant regarding this Lease, including any amendment to this Lease in connection with various title curative matters, including, without limitation, (i) revising and correcting legal descriptions, (ii) obtaining subordination or non-disturbance agreements from any lienholders or tenants of the property, (iii) resolving title gaps associated with access routes to the property including private roads, and (iv) other matters as reasonably requested by Tenant. This may include executing and delivering to Tenant an owner's affidavit or documentation reasonably requested by the title company or attorney reviewing title to the Land.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

LANDLORD:

Elaine's Trust established under the
Clarence W. Murphy, Sr. Revocable Trust

By:  Dated: 5/17/23
C.W. Murphy, Jr, Successor Trustee

TENANT:

Northern Bobwhite Solar LLC,
a Delaware limited liability company

By: _____ Dated: _____
Kathryn L. O'Hair, Vice President



IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

LANDLORD:

Elaine's Trust established under the
Clarence W. Murphy, Sr. Revocable Trust

By:  Dated: 5/17/23
C.W. Murphy, Jr, Successor Trustee

TENANT:

Northern Bobwhite Solar LLC,
a Delaware limited liability company

DocuSigned by:

9D34FE811436485... Dated: 5/31/2023
By: Kathryn L. O'Hair, Vice President

EXHIBIT A

Land

First Tract: A certain tract of land about 3-1/2 miles from Lebanon on the Bricken County Road on the waters of Cartwright's Creek and bounded thus: BEGINNING at a fence post about 2-1/2 feet South of a black oak tree and stone, corner to James Bricken, thence North 50 West 111 poles to center of branch to a stone, thence up the branch North 88 East passing a large pin oak tree at 69 poles, in all 100 poles to a stone in center of branch in front of house, thence South 61 East 32 poles to a sugar tree, thence South 39 East 24 poles to a stake, corner to Bricken, thence with his line South 56 West 68 poles to the beginning, containing 35 acres, more or less.

Second Tract: Beginning at a stone at or near same at the Southwest corner, thence North 55-1/2 East 68 poles to branch, Estes line, thence South 32 East 22.80 poles to Harmon's line, thence with said line South 55-1/2 West 59.80 poles to a hickory stump, thence North 51 West 25.50 poles to the beginning, containing 9.634 acres, more or less.

THERE IS EXCEPTED from the foregoing and not conveyed the following portion sold to William Chad Murphy and Lena Murphy, husband and wife, by deed dated August 10, 2007, and of record in Deed Book 266, at page 472, and described as follows: A description of a parcel of land of Clarence W. Murphy and Elaine G. Murphy, Deed Book 144, Page 264 and Deed Book 189, Page 747,

EXHIBIT B

Premises

Parcel #063-017-01
Acres: 34.40

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

FIRST TRACT: A certain tract of land about 3-1/2 miles from Lebanon on the Bracken County Road on the water of Cartwright's Creek and bounded thus: Beginning at a fence post about 2-1/2 feet south of a black oak tree and stone, corner to James Bricken, thence North 50 West 111 poles to center branch to a stone, thence up the branch North 88 last passing a large pin oak tree at 69 poles, in all 100 poles to a stone in center of branch in front of house, thence South 61 East 32 poles to a sugar tree, thence South 39 East 24 poles to a stake, corner to Bricken, thence with his line South 56 West 68 poles to the beginning, containing 35 acres, more or less.

SECOND TRACT: Beginning at a stone at or near same at the southwest corner, thence North 55-1/2 East 68 poles to branch, Estes lines, thence South 32 East 22.80 poles to Harmon's line, thence with said line South 55-1/2 West 59.80 poles to a hickory stump, thence North 51 West 25.50 poles to the beginning, containing 9.634 acres more or less.

EXCEPTING THEREFROM the parcel conveyed to William Chad Murphy and Lena Murphy, husband and wife, by deed dated August 10, 2007 and of record in Deed Book 266, at page 472 and more particularly described as follows:

A rural tract located on Horan Lane and more particularly described as follows:

An iron pin called for shall mean a monument consisting of a 5/8" x 18" rebar with yellow identifier cap stamped L.S. Hardin PLS 527. Beginning at an iron pin, set this survey in the west R/W line of Horan Lane, 15 feet West of the center line of Horan Lane and 1 mile west of Barbers Mill Road at a corner between Clarence W. Murphy, DB 144, Page 264 and Maurice Tatum and Susan Tatum DB 150, Page 570; thence leaving the west R/W line of Horan Lane, crossing Casey Branch, with the fenced line between Murphy and Tatum, South 43° 13' 53" West 138.66 feet to a twin white oak; South 51° 25' 27" West 223.84 feet to a 16" hickory; South 53° 32' 24" West 269.42 feet to a 12" hickory; South 54° 37' 31" West 210.98 feet to an iron pin set this survey; South 56° 15' 17" West 179.44 feet to an iron pin set this survey at the base of a hickory in the line of Clarence W. Murphy and Elaine G. Murphy, DB 189, page 747; thence leaving Murphy, DB 144, page 264, with the fenced line between Murphy DB 189, page 747 and Tatum, South 63° 07' 45" East 173.03 feet to a 26" ash; South 01° 00' 42" West 10.19 feet to an iron pin set this survey by a 12" cedar; South 41° 55' 27" West 352.10 feet to an iron pin set this survey at the juncture of a cross-fence of Murphy; thence leaving Tatum, with new lines across Murphy, DB 189, page 747, with the cross-fence, North 75° 26' 33" West 207.10 feet to an iron pin set this survey; South 76° 58' 29" West 90.15 feet to an iron pin set this survey; North 83° 45' 54" West 61.94 feet to an iron pin set this survey; North 75° 55' 09" West 258.08 feet to a treated post; thence leaving the cross-fence, continuing with new lines across Murphy, North 33° 37' 56" East 319.13 feet to an iron pin set this survey; North 52° 44' 29" East crossing the tract line into Murphy, DB 144, Page 264 at 305 feet for a total distance of 547.37 feet to an iron pin set this survey; thence continuing with new lines across Murphy, DB 144 page 264, each call to an iron pin set this survey, South 41° 29' 53" East 280.24 feet; North 54° 01' 29" East 483.55 feet; North 37° 26' 37" East 95.88 feet; North 16° 22' 43" West 115.23 feet; North 24° 43' 13" West 210.56 feet; North 21° 36' 21" West 340.56 feet; North 46° 40' 11" East, crossing Casey Creek 107.17 feet to a point in the west R/W line of Horan Lane, 15 feet west of the center line; thence with the west W line of Horan Lane,

South 40° 27' 12" East 53.71 feet; South 38° 06' 06" East 269.09 feet; South 33° 05' 58" East 133.44 feet; South 30° 50' 01" East 143.50 feet; South 37° 47' 22" East 101.38 feet to the beginning. Containing 11.462 acres per survey performed March 7-8, 2007 by L.S. Hardin Licensed Professional Surveyor No. 527. A Plat of this tract is on file at the office of the Marion County Court Clerk in Plat Cabinet 3, Slide 471. ALSO EXCEPTING THEREFROM the parcel conveyed to William Chad Murphy and Lena Murphy, husband and wife, by deed dated April 11, 2008 and of record in Deed Book 270, at page 613, and more particularly described as follows:

A trace of land located on Horan Lane north of Lebanon, KY off Hwy 55 and more particularly described as follows:

Beginning at a 5/8" iron pin w/cap 527 set this survey on the south Right of Way (R.O.W) fifteen feet (15.00') from the center of Horan Lane; thence leaving the road with a new line of Clarence W. Murphy (D.B. 144, page 264) South 09° 19' 01" West 372.43 feet to a 5/8" iron pin w/cap #527 set this survey; continuing with the new line South 04° 26' 39" East 150.39' to a 5/8" iron pin w/cap #527 set this survey; continuing with the new line South 49° 44' 55" East 564.21 feet to a 5/8" iron pine w/cap #527 set this survey in a woven wire fence; continuing with the new line and fence South 36° 04' 29" West 222.89 feet to a 5/8" iron pin with cap #527 set this survey in a woven fence in the line of Clarence W. Murphy, Sr. and Elaine G. Murphy (D.B. 189, page 747); leaving the new line North 49° 49' 42" West 555.79 feet with a woven wire fence with the line of Clarence W. Murphy, Sr. & Elaine G. Murphy (D.B. 189 Page 747) to a 5/8" iron pin w/cap #527 set this survey: leaving Clarence W. Murphy, Sr. & Elaine G. Murphy (D.B. 189 page 747) North 09° 10' 01" 168.30 feet with a new line of Clarence W. Murphy (D.B. 144 page 264) to a 5/8" iron pin w/cap #527 set this survey; continuing with a new line North 12° 16' 08" East 198.05 feet to a 5/8" iron pin w/cap #527 set this survey; continuing with a new line North 09° 08' 52" East 354.24 feet to a point on the north bank of Casey Branch witnessed North 09° 08' 52" East 15 feet by a mag nail located in the center of Horan Lane set this survey; continuing with a new line along the south R.O.W. of Horan Lane South 86° 46' 14" East 102.53 feet to the point or beginning. Containing 4.50 acres per survey performed February 20, 2008 by L.S. Hardin, Professional Land Surveyor No. 527.

EXHIBIT B.1

Property Excluded from Premises
"Do Not Disturb"

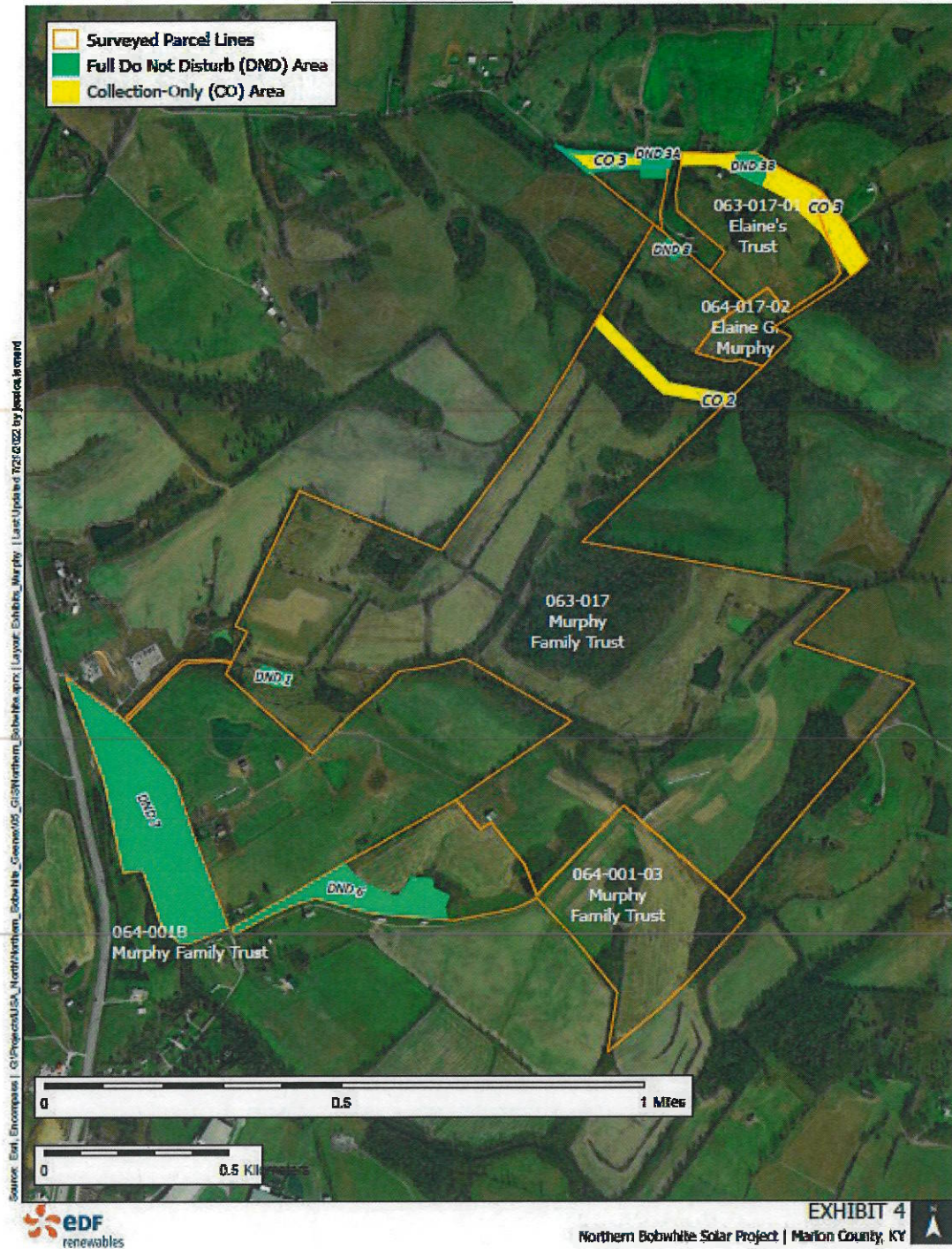


EXHIBIT B.2

Location of Fencing



EXHIBIT C

Memorandum of Lease

PREPARED AND RETURN TO:

Northern Bobwhite Solar LLC
15445 Innovation Drive
San Diego, California 92128
Attn: Corporate Real Estate

Cross Reference – Instrument Number: _____

STATE OF KENTUCKY

COUNTY OF MARION

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement (“**Memorandum**”) is made as of _____ (the “**Effective Date**”), by and between C.W. Murphy, Jr, as successor trustee of Elaine’s Trust established under the Clarence W. Murphy, Sr. Revocable Trust (collectively, “**Landlord**”) and Northern Bobwhite Solar LLC, a Delaware limited liability company (formerly known as Northern Bobwhite Solar LLC, a Kentucky limited liability company) (“**Tenant**”), and recorded in order to evidence certain material terms of that certain Solar Ground Lease Agreement dated _____, 20____ (the “**Lease**”). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with Parcel No. 063-017-01 containing approximately 34.404 acres, located at 1495 Horan Ln, Marion County, Kentucky as described on Exhibit A attached hereto. The Leased Property is to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

WITNESSETH

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the “**Land**”. The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon is referred to in the Lease as the “**Premises**”.
2. Term: Commencing upon the date of the Lease and expiring on the date that is two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:

- i. If Tenant is not then in default under the terms of the Lease, Tenant shall have the right to terminate the Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever; or
- ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date; or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5. Operations Easements: Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements (i) on, across, under and over the Premises and (ii) from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be easements in gross for the benefit of Tenant (and Tenant's successors and assigns), shall run with the land and inure to the benefit of and be binding upon Landlord:

- (i) An exclusive easement for electrical interconnection purposes;
- (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads on the Premises and/or across the Adjacent Property;
- (iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access over and across the Land, to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Land, the Premises and the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Premises and/or the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) battery energy storage systems that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto; and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Premises and/or the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the subject property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of the Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in the Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for

such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements:

Tenant is hereby authorized to grant such easements, licenses and other rights across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including, without limitation, any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

Record Notice. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

LANDLORD:

Elaine's Trust established under the
Clarence W. Murphy, Sr. Revocable Trust

By: _____
C.W. Murphy, Jr, Successor Trustee

Dated: _____

KENTUCKY INDIVIDUAL NOTARY ACKNOWLEDGMENT

State/Commonwealth of _____)
County of _____)

On this the _____ day of _____, 20____, before me, _____, the undersigned Notary Public, personally appeared _____, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal/Stamp Above

Printed Name of Notary Public

Expiration Date

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

Northern Bobwhite Solar LLC,
a Delaware limited liability company

By: _____
Kathryn O’Hair, Vice President

Dated: _____

STATE OF Minnesota }
 } ss
COUNTY OF Hennepin }

This instrument was acknowledged before me on _____, 20____, by
Kathryn O’Hair, Vice President, Development, of Northern Bobwhite Solar LLC, a Delaware limited
liability company, on behalf of said company.

Signature of Notary Public

Place Notary Stamp or Seal Above

THIS INSTRUMENT PREPARED BY:

Haley Prudent

Haley Prudent
NORTHERN BOBWHITE SOLAR LLC
15445 Innovation Drive
San Diego, CA 92128
Attn: Corporate Real Estate

EXHIBIT A

Land

First Tract: A certain tract of land about 3-1/2 miles from Lebanon on the Bricken County Road on the waters of Cartwright's Creek and bounded thus: BEGINNING at a fence post about 2-1/2 feet South of a black oak tree and stone, corner to James Bricken, thence North 50 West 111 poles to center of branch to a stone, thence up the branch North 88 East passing a large pin oak tree at 69 poles, in all 100 poles to a stone in center of branch in front of house, thence South 61 East 32 poles to a sugar tree, thence South 39 East 24 poles to a stake, corner to Bricken, thence with his line South 56 West 68 poles to the beginning, containing 35 acres, more or less.

Second Tract: Beginning at a stone at or near same at the Southwest corner, thence North 55-1/2 East 68 poles to branch, Estes line, thence South 32 East 22.80 poles to Harmon's line, thence with said line South 55-1/2 West 59.80 poles to a hickory stump, thence North 51 West 25.50 poles to the beginning, containing 9.634 acres, more or less.

THERE IS EXCEPTED from the foregoing and not conveyed the following portion sold to William Chad Murphy and Lena Murphy, husband and wife, by deed dated August 10, 2007, and of record in Deed Book 266, at page 472, and described as follows: A description of a parcel of land of Clarence W. Murphy and Elaine G. Murphy, Deed Book 144, Page 264 and Deed Book 189, Page 747,

EXHIBIT B

Premises

Parcel #063-017-01
Acres: 34.40

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

FIRST TRACT: A certain tract of land about 3-1/2 miles from Lebanon on the Bricken County Road on the water of Cartwright's Creek and bounded thus: Beginning at a fence post about 2-1/2 feet south of a black oak tree and stone, corner to James Bricken, thence North 50 West 111 poles to center branch to a stone, thence up the branch North 88 last passing a large pin oak tree at 69 poles, in all 100 poles to a stone in center of branch in front of house, thence South 61 East 32 poles to a sugar tree, thence South 39 East 24 poles to a stake, corner to Bricken, thence with his line South 56 West 68 poles to the beginning, containing 35 acres, more or less.

SECOND TRACT: Beginning at a stone at or near same at the southwest corner, thence North 55-1/2 East 68 poles to branch, Estes lines, thence South 32 East 22.80 poles to Harmon's line, thence with said line South 55-1/2 West 59.80 poles to a hickory stump, thence North 51 West 25.50 poles to the beginning, containing 9.634 acres more or less.

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South 30° 50' 01" East 143.50 feet; South 37° 47' 22" East 101.38 feet to the beginning. Containing 11.462 acres per survey performed March 7-8, 2007 by L.S. Hardin Licensed Professional Surveyor No. 527. A Plat of this tract is on file at the office of the Marion County Court Clerk in Plat Cabinet 3, Slide 471. ALSO EXCEPTING THEREFROM the parcel conveyed to William Chad Murphy and Lena Murphy, husband and wife, by deed dated April 11, 2008 and of record in Deed Book 270, at page 613, and more particularly described as follows:

A trace of land located on Horan Lane north of Lebanon, KY off Hwy 55 and more particularly described as follows:

Beginning at a 5/8" iron pin w/cap #527 set this survey on the south Right of Way (R.O.W) fifteen feet (15.00') from the center of Horan Lane; thence leaving the road with a new line of Clarence W. Murphy (D.B. 144, page 264) South 09° 19' 01" West 372.43 feet to a 5/8" iron pin w/cap #527 set this survey; continuing with the new line South 04° 26' 39" East 150.39' to a 5/8" iron pin w/cap #527 set this survey; continuing with the new line South 49° 44' 55" East 564.21 feet to a 5/8" iron pine w/cap #527 set this survey in a woven wire fence; continuing with the new line and fence South 36° 04' 29" West 222.89 feet to a 5/8" iron pin with cap #527 set this survey in a woven fence in the line of Clarence W. Murphy, Sr. and Elaine G. Murphy (D.B. 189, page 747); leaving the new line North 49° 49' 42" West 555.79 feet with a woven wire fence with the line of Clarence W. Murphy, Sr. & Elaine G. Murphy (D.B. 189 Page 747) to a 5/8" iron pin w/cap #527 set this survey: leaving Clarence W. Murphy, Sr. & Elaine G. Murphy (D.B. 189 page 747) North 09° 10' 01" 168.30 feet with a new line of Clarence W. Murphy (D.B. 144 page 264) to a 5/8" iron pin w/cap #527 set this survey; continuing with a new line North 12° 16' 08" East 198.05 feet to a 5/8" iron pin w/cap #527 set this survey; continuing with a new line North 09° 08' 52" East 354.24 feet to a point on the north bank of Casey Branch witnessed North 09° 08' 52" East 15 feet by a mag nail located in the center of Horan Lane set this survey; continuing with a new line along the south R.O.W. of Horan Lane South 86° 46' 14" East 102.53 feet to the point or beginning. Containing 4.50 acres per survey performed February 20, 2008 by L.S. Hardin, Professional Land Surveyor No. 527.

EXHIBIT D

Template Decommissioning Plan

1. INTRODUCTION

1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by (Solar Project LLC), ("**Project**"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

1.2 Objectives

The objective of this Decommissioning Plan, ("**Plan**"), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, (Solar Project LLC) will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment.

Decommissioning the Project will allow the parcels that were changed under the Project's (CUP/SUP) to be returned to their original zone classifications.

2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, (Solar Project LLC) will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

2.4 PV Module Collection and Recycling

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed from the site for resale, scrap value or disposal.

2.5 Electrical Equipment and Inverters

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

2.6 Roads, Parking Area

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

2.7 Other Components

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as

waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

2.8 Site Restoration

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading (if and to the extent necessary to restore the site to substantially its previous condition) and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.
- Installation of fencing as defined in Section 14 of the Solar Ground Lease Agreement, dated September 20, 2018

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

2.9 Management of Wastes and Excess Materials

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

2.10 Emergency Response and Communications Plans

During decommissioning, (Solar Project LLC) will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The (Solar Project LLC) contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the (Solar Project LLC) Representative who will respond to any inquiry. In the event of an emergency, (Solar Project LLC) will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

3. PROJECT DECOMMISSIONING COST ESTIMATE

3.1 Cost Estimate:

(Solar Project LLC) shall provide a detailed Decommissioning Cost Estimate, prepared by a (State) Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");
- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").

Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

The Decommissioning Cost Estimate shall be an amount equal to at least \$500 per acre.

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

3.2 Security:

(Solar Project LLC) will provide an amount equal to the Decommissioning Cost Estimate (as determined by a (State) Licensed Engineer, per section 3), ("**Decommissioning Security**"). Decommissioning Security shall be provided by (Solar Project LLC) prior to the commencement of construction and shall be increased every five years based on an assumed 2.5% inflation rate.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or a bank or title company, or (ii) other form of security acceptable to Landlord (each a form of "**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and (Solar Project LLC) shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

(Solar Project LLC), Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by (Solar Project LLC).

EXHIBIT E

Depiction of Ponds



PREPARED AND RETURN TO:
Northern Bobwhite Solar LLC
15445 Innovation Drive
San Diego, California 92128
Attn: Corporate Real Estate

FILED
AT 12:34 pm 6/5/23
JUN 14 2023
PK

MARION COUNTY
CHAD G. MATTINGLY, COUNTY CLERK

Cross Reference – Instrument Number: _____

Book: 14 Pages: 522-531 (10)

Name: L Deed Tax: \$0.00

CHAD MATTINGLY

MARION COUNTY

6/14/2023

D.C: Janice.Richerson



STATE OF KENTUCKY

COUNTY OF MARION

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement (“**Memorandum**”) is made as of May 31st 23 (the “**Effective Date**”), by and between C.W. Murphy, Jr, as successor trustee of Elaine’s Trust established under the Clarence W. Murphy, Sr. Revocable Trust (collectively, “**Landlord**”) and Northern Bobwhite Solar LLC, a Delaware limited liability company (formerly known as Northern Bobwhite Solar LLC, a Kentucky limited liability company) (“**Tenant**”), and recorded in order to evidence certain material terms of that certain Solar Ground Lease Agreement dated May 31st, 2023 (the “**Lease**”). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with Parcel No. 063-017-01 containing approximately 34.404 acres, located at 1495 Horan Ln, Marion County, Kentucky as described on Exhibit A attached hereto. The Leased Property is to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

WITNESSETH

- 1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the “**Land**”. The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon is referred to in the Lease as the “**Premises**”.
- 2. Term: Commencing upon the date of the Lease and expiring on the date that is two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
- 3. Renewal Terms: Four (4) renewal terms of five (5) years each.
- 4. Right to Terminate: Tenant has the right to terminate the Lease:

- i. If Tenant is not then in default under the terms of the Lease, Tenant shall have the right to terminate the Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever; or
- ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date; or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5. Operations Easements:

Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements (i) on, across, under and over the Premises and (ii) from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be easements in gross for the benefit of Tenant (and Tenant's successors and assigns), shall run with the land and inure to the benefit of and be binding upon Landlord:

- (i) An exclusive easement for electrical interconnection purposes;
- (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads on the Premises and/or across the Adjacent Property;
- (iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access over and across the Land, to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Land, the Premises and the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

- (iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Premises and/or the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) battery energy storage systems that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto; and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and
- (v) A temporary easement on, over, across and under the Premises and/or the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the subject property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "**Landlord Easements**") on the date of the Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in the Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for

such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements:

Tenant is hereby authorized to grant such easements, licenses and other rights across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including, without limitation, any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

Record Notice. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

LANDLORD:

Elaine's Trust established under the
Clarence W. Murphy, Sr. Revocable Trust

By: Clarence W. Murphy, Jr.
C.W. Murphy, Jr, Successor Trustee

Dated: 5/17/23

KENTUCKY INDIVIDUAL NOTARY ACKNOWLEDGMENT

State/Commonwealth of Kentucky)
County of Marion)

On this the 17 day of May, 20 23, before me, Jennifer D. Spalding the undersigned Notary Public, personally appeared C.W. Murphy, Jr., personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

Jennifer D. Spalding
Signature of Notary Public

Jennifer D. Spalding
Printed Name of Notary Public

4-24-26
Expiration Date



Place Notary Seal/Stamp Above

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

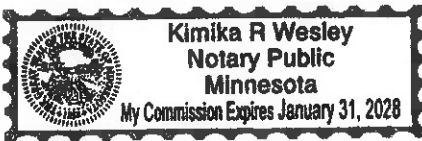
Northern Bobwhite Solar LLC,
a Delaware limited liability company

By: *Kathryn L. O'Hair*
Kathryn O'Hair, Vice President

Dated: 5/31/23

STATE OF Minnesota }
 } ss
COUNTY OF Hennepin }

This instrument was acknowledged before me on May 31st, 2023, by Kathryn O'Hair, Vice President, Development, of Northern Bobwhite Solar LLC, a Delaware limited liability company, on behalf of said company.



[Handwritten Signature]
Signature of Notary Public

Place Notary Stamp or Seal Above

THIS INSTRUMENT PREPARED BY:

Haley Prudent

Haley Prudent

NORTHERN BOBWHITE SOLAR LLC

15445 Innovation Drive

San Diego, CA 92128

Attn: Corporate Real Estate

EXHIBIT A

Land

First Tract: A certain tract of land about 3-1/2 miles from Lebanon on the Bricken County Road on the waters of Cartwright's Creek and bounded thus: BEGINNING at a fence post about 2-1/2 feet South of a black oak tree and stone, corner to James Bricken, thence North 50 West 111 poles to center of branch to a stone, thence up the branch North 88 East passing a large pin oak tree at 69 poles, in all 100 poles to a stone in center of branch in front of house, thence South 61 East 32 poles to a sugar tree, thence South 39 East 24 poles to a stake, corner to Bricken, thence with his line South 56 West 68 poles to the beginning, containing 35 acres, more or less.

Second Tract: Beginning at a stone at or near same at the Southwest corner, thence North 55-1/2 East 68 poles to branch, Estes line, thence South 32 East 22.80 poles to Harmon's line, thence with said line South 55-1/2 West 59.80 poles to a hickory stump, thence North 51 West 25.50 poles to the beginning, containing 9.634 acres, more or less.

THERE IS EXCEPTED from the foregoing and not conveyed the following portion sold to William Chad Murphy and Lena Murphy, husband and wife, by deed dated August 10, 2007, and of record in Deed Book 266, at page 472, and described as follows: A description of a parcel of land of Clarence W. Murphy and Elaine G. Murphy, Deed Book 144, Page 264 and Deed Book 189, Page 747,

MARION COUNTY
L14 PG530

EXHIBIT B

Premises

Parcel #063-017-01
Acres: 34.40

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

FIRST TRACT: A certain tract of land about 3-1/2 miles from Lebanon on the Bricken County Road on the water of Cartwright's Creek and bounded thus: Beginning at a fence post about 2-1/2 feet south of a black oak tree and stone, corner to James Bricken, thence North 50 West 111 poles to center branch to a stone, thence up the branch North 88 last passing a large pin oak tree at 69 poles, in all 100 poles to a stone in center of branch in front of house, thence South 61 East 32 poles to a sugar tree, thence South 39 East 24 poles to a stake, corner to Bricken, thence with his line South 56 West 68 poles to the beginning, containing 35 acres, more or less.

SECOND TRACT: Beginning at a stone at or near same at the southwest corner, thence North 55-1/2 East 68 poles to branch, Estes lines, thence South 32 East 22.80 poles to Harmon's line, thence with said line South 55-1/2 West 59.80 poles to a hickory stump, thence North 51 West 25.50 poles to the beginning, containing 9.634 acres more or less.

EXCEPTING THEREFROM the parcel conveyed to William Chad Murphy and Lena Murphy, husband and wife, by deed dated August 10, 2007 and of record in Deed Book 266, at page 472 and more particularly described as follows:

A rural tract located on Horan Lane and more particularly described as follows:

An iron pin called for shall mean a monument consisting of a 5/8" x 18" rebar with yellow identifier cap stamped L.S. Hardin PLS.527. Beginning at an iron pin, set this survey in the west R/W line of Horan Lane, 15 feet West of the center line of Horan Lane and 1 mile west of Barbers Mill Road at a corner between Clarence W. Murphy, DB 144, Page 264 and Maurice Tatum and Susan Tatum DB 150, Page 570; thence leaving the west R/W line of Horan Lane, crossing Casey Branch, with the fenced line between Murphy and Tatum, South 43° 13' 53" West 138.66 feet to a twin white oak; South 51° 25' 27"

West 223.84 feet to a 16" hickory; South 53° 32' 24" West 269.42 feet to a 12" hickory; South 54° 37' 31" West 210.98 feet to an iron pin set this survey; South 56° 15' 17" West 179.44 feet to an iron pin set this survey at the base of a hickory in the line of Clarence W. Murphy and Elaine G. Murphy, DB 189, page 747; thence leaving Murphy, DB 144, page 264, with the fenced line between Murphy DB 189, page 747 and Tatum, South 63° 07' 45" East 173.03 feet to a 26" ash; South 01° 00' 42" West 10.19 feet to an iron pin set this survey by a 12" cedar; South 41° 55' 27" West 352.10 feet to an iron pin set this survey at the juncture of a cross-fence of Murphy; thence leaving Tatum, with new lines across

Murphy, DB 189, page 747, with the cross-fence, North 75° 26' 33" West 207.10 feet to an iron pin set this survey; South 76° 58' 29" West 90.15 feet to an iron pin set this survey; North 83° 45' 54" West 61.94 feet to an iron pin set this survey; North 75° 55' 09" West 258.08 feet to a treated post; thence leaving the cross-fence, continuing with new lines across Murphy, North 33° 37' 56" East 319.13 feet to an iron pin set this survey; North 52° 44' 29" East crossing the tract line into Murphy, DB 144, Page 264 at 305 feet for a total distance of 547.37 feet to an iron pin set this survey; thence continuing with new lines across Murphy, DB 144 page 264, each call to an iron pin set this survey, South 41° 29' 53"

East 280.24 feet; North 54° 01' 29" East 483.55 feet; North 37° 26' 37" East 95.88 feet; North 16° 22' 43" West 115.23 feet; North 24° 43' 13" West 210.56 feet; North 21° 36' 21" West 340.56 feet; North 46° 40' 11" East, crossing Casey Creek 107.17 feet to a point in the west R/W line of Horan Lane, 15 feet

west of the center line; thence with the west W line of Horan Lane, South 40° 27' 12" East 53.71 feet; South 38° 06' 06" East 269.09 feet; South 33° 05' 58" East 133.44 feet; South 30° 50' 01" East 143.50 feet; South 37° 47' 22" East 101.38 feet to the beginning. Containing 11.462 acres per survey performed March 7-8, 2007 by L.S. Hardin Licensed Professional Surveyor No. 527. A Plat of this tract is on file at the office of the Marion County Court Clerk in Plat Cabinet 3, Slide 471. ALSO EXCEPTING THEREFROM the parcel conveyed to William Chad Murphy and Lena Murphy, husband and wife, by deed dated April 11, 2008 and of record in Deed Book 270, at page 613, and more particularly described as follows:

A trace of land located on Horan Lane north of Lebanon, KY off Hwy 55 and more particularly described as follows:

Beginning at a 5/8" iron pin w/cap 527 set this survey on the south Right of Way (R.O.W) fifteen feet (15.00') from the center of Horan Lane; thence leaving the road with a new line of Clarence W. Murphy (D.B. 144, page 264) South 09° 19' 01" West 372.43 feet to a 5/8" iron pin w/cap #527 set this survey; continuing with the new line South 04° 26' 39" East 150.39' to a 5/8" iron pin w/cap #527 set this survey; continuing with the new line South 49° 44' 55" East 564.21 feet to a 5/8" iron pine w/cap #527 set this survey in a woven wire fence; continuing with the new line and fence South 36° 04'

29" West 222.89 feet to a 5/8" iron pin with cap #527 set this survey in a woven fence in the line of Clarence W. Murphy, Sr. and Elaine G. Murphy (D.B. 189, page 747); leaving the new line North 49° 49' 42" West 555.79 feet with a woven wire fence with the line of Clarence W. Murphy, Sr. & Elaine G. Murphy (D.B. 189 Page 747) to a 5/8" iron pin w/cap #527 set this survey; leaving Clarence W. Murphy, Sr. & Elaine G. Murphy (D.B. 189 page 747) North 09° 10' 01" 168.30 feet with a new line of Clarence W. Murphy (D.B. 144 page 264) to a 5/8" iron pin w/cap #527 set this survey; continuing with a new line North 12° 16' 08" East 198.05 feet to a 5/8" iron pin w/cap #527 set this survey; continuing with a new

line North 09° 08' 52" East 354.24 feet to a point on the north bank of Casey Branch witnessed North 09° 08' 52" East 15 feet by a mag nail located in the center of Horan Lane set this survey; continuing with a new line along the south R.O.W. of Horan Lane South 86° 46' 14" East 102.53 feet to the point or beginning. Containing 4.50 acres per survey performed February 20, 2008 by L.S. Hardin, Professional Land Surveyor No. 527.

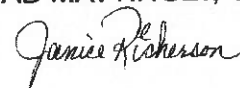
STATE OF KENTUCKY
COUNTY OF MARION

I, CHAD MATTINGLY, County Clerk for the County
and State aforesaid, certify that the foregoing
LEASE was on June 14, 2023

lodged for record, whereupon the same with the foregoing
and this certificate have been duly recorded in my office.

WITNESS my hand this June 14, 2023
CHAD MATTINGLY, CLERK

By



D.C.