

existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed. If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems.

(g) Resources. Lessee may use caliche, gravel and water from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

(k) Timber Property. If Lessee builds Solar Facilities on the Property, Lessee may clear timber from the Timber Property as needed for construction and operation of the Solar Facilities. [REDACTED]

[REDACTED] Owner will

be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and if timely removed, Owner shall retain its full value.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local law, ordinance, or regulation promulgated thereunder ("Environmental Laws") relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner's views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM.

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall immediately cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the

Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, "Owner's Structures") closer than five (5) times the height of any such Owner's Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 *Water Rights.* Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes; and (b) Lessee shall be entitled to consume water from the Property for both onsite and offsite Solar Energy Purposes [REDACTED]

8.4 *Liens and Tenants.* Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 *Requirements of Governmental Agencies.* Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such

approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions only on the Property limited to approximately 232 acres and does not waive any setbacks or other restrictions on any other property owned by the Owner. Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 Access. Subject to Section 4.5, Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether located on the Property, on adjacent Property or elsewhere) over and across the Property by means of roads and lanes. The Access Easements shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities; and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive

and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 *Hazardous Materials.*

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 *Non-exclusive Grant of Rights.* Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. Owner and Lessee agree to reasonably cooperate with each other to ensure the mutual safety of each other and their Related Persons and the good condition of the Solar Facilities to the extent Lessee and Owner and/or their respective Related Persons wish to concurrently occupy the Property, or portions thereof, during hunting seasons. As used herein, the term "Related Person" means any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of a specified Party, or any other person or entity that has obtained or hereafter obtains rights or interests from such Party. During any period of major maintenance of Solar Facilities located on the Property, Lessee shall have the right to restrict Owner's hunting activities to the extent same might interfere with such maintenance or expose any of Lessee's personnel to danger. Owner will give Lessee reasonable advance notice of any rifle hunting activities on the Property (but in any event at least one business day's advance notice) and, where reasonably required, shall include notice of the particular areas of the Property where hunting will occur. For safety reasons, hunting is prohibited on the Property after the Start of Construction.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an "Assignee" is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns

(directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in any Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder's partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee's or such Assignee's partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default [REDACTED]

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each Party's combined obligations under such new agreements do not exceed such Party's obligations under this Agreement) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property

outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, [REDACTED]

[REDACTED] and (ii) in the event of a termination of any such new lease agreement, [REDACTED]

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines. In connection with the exercise of the rights of Lessee hereunder to utilize the Property for Solar Energy Purposes, Lessee, with Owner's consent, shall have the right to grant to any utility or other duly authorized entity the

right to construct, operate and maintain electric transmission, distribution, interconnection or switching facilities on the Property pursuant to any standard form of easement or other agreement used or proposed by the utility or other entity, including, without limitation, a perpetual easement. Alternatively, Owner, in its discretion, may grant such rights directly to such utility or other entity. If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. Half of such one-time payment will be payable [REDACTED], the other half will be payable [REDACTED].

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, [REDACTED].

[REDACTED] Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection. In the event that any mortgage, deed of trust or other security interest in all or any portion of Lessee's interest in this Agreement, the Lease, the Property, a Project Site or in any Solar Facilities is entered into by Lessee (a "Leasehold Mortgage"), then any person who is the mortgagee of a Leasehold Mortgage (a "Leasehold Mortgagee") shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 11. Lessee or any Leasehold Mortgagee shall send written notice to Owner of the name and address of any such Leasehold Mortgagee, as well as any change of the name or address of any Leasehold Mortgagee.

11.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Leasehold Mortgagee shall have the absolute right to: (a) assign its security interest; (b) enforce its lien and acquire title to the leasehold and/or easement estate by any lawful means; (c) take possession of and operate the Solar Facilities or any portion thereof and to perform all obligations to be performed by Lessee hereunder, or to cause a receiver to be appointed to do so; and (d) acquire the leasehold and/or easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold and/or easement estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered leasehold and/or easement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

11.2 Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay (i) when due any rent or other monetary obligation of Lessee under this Agreement other than real property taxes, or (ii) prior to

delinquency any real property taxes (unless Owner did not deliver the applicable tax bill to Lessee at least 10 business days prior to the applicable tax delinquency date). Any other event of default is a “non-monetary default.”

(b) The Leasehold Mortgagee shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after delivery of notice of default, plus, in each instance, the following additional time periods: (i) 60 days, for a total of 120 days after delivery of the notice of default in the event of any monetary default; and (ii) 60 days, for a total of 120 days after delivery of the notice of default in the event of any non-monetary default; *provided* that such 120-day period shall be extended for a non-monetary default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of Lessee’s interest in the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for the Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. If a Leasehold Mortgagee’s delay in curing a non-monetary default causes damages to Owner, Owner shall have the right to reimbursement for all actual costs thereof.

(c) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee’s leasehold or easement estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee’s leasehold or easement estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner’s right to terminate this Agreement based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee’s leasehold or easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on such party by this Agreement so long as such Leasehold Mortgagee or other party has ownership of the leasehold and/or easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement or any interest therein as long as all material obligations of Lessee under the terms of this Agreement are performed by Lessee or a Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as

there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, at no out-of-pocket cost to Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate. Except as provided below, Lessee shall have the right to terminate this Agreement as to all or any part of the Property at any time and without cause, effective upon written notice to Owner from Lessee.

12.2 Owner's Right to Terminate. Except as qualified by Section 9 or 11, Owner shall have the right to terminate this Agreement if (a) a material default in the performance of Lessee's obligations under this Agreement shall have occurred and remains uncured, (b) Owner notifies Lessee in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, (c) the default shall not have been remedied within 60 days after Lessee receive the written notice, or, if cure of any non-monetary default will take longer than 60 days, Lessee has not begun diligently to undertake the cure within 60 days and thereafter prosecutes the cure to completion unless unable to do so due to Force Majeure (as defined in Section 13.1).

12.3 Effect of Termination. Upon termination or expiration of this Agreement, Lessee shall, as soon as practicable thereafter, remove all Solar Facilities from the surface of the Property down to a depth of three feet. All Property disturbed by Lessee shall be restored to a condition reasonably similar to its condition prior to Start of Construction, except that Lessee shall not be required to remove any Transmission Facilities owned by a public utility, or any roads, or restore the original grade of any land or any cleared timber, or plant any trees, crops or other plants. Reclamation shall include, as reasonably required, leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion. Reclamation shall also include environmental remediation in the event that Lessee contaminates the Property in violation of Section 7.7 hereof.

[REDACTED]

12.4 Security for Removal. On such date as may be required by county or state regulations, but not later than 15 years after the Commercial Operation Date, Lessee shall provide security ("Removal Bond") to cover the estimated removal costs associated with the Solar Facilities then on the Property pursuant to Section 12.3. The Removal Bond shall be, at Lessee's option, either a removal bond from an individual or entity engaged in the construction business and reasonably acceptable to the Parties, a surety bond from an insurance company with a Best's Rating of not less than A, a corporate guarantee (from a financially responsible entity that is reasonably acceptable to the Parties and whose credit rating is investment grade), a letter of credit issued by a financial institution reasonably acceptable to the Parties, a cash deposit, or other security reasonably acceptable to both Parties. The amount of the Removal Bond shall be based on a written estimate from a reputable construction company selected by Lessee and reasonably acceptable to Owner, which sets forth such company's estimate of the cost of removal minus estimated salvage value. In the event the county or other governmental authority requires Lessee to provide security for removal or decommissioning of a Project which includes Solar Facilities on the Property, Lessee may provide a single Removal Bond that benefits Owner and the governmental authority, all in a manner consistent with the requirements of the governmental authority, and the governmental authority shall have access to the Property pursuant to reasonable notice to effect or complete the required removal or decommissioning. In order to maximize the economies of scale associated with the removal of a Project which includes Solar Facilities on the Property, Lessee may elect to have the net removal costs of the Solar Facilities on the Property calculated on the basis of the Project and not on such costs solely for the Property, and the Removal Bond may be provided on that basis. In addition, to the extent the removal and restoration requirements set forth in Section 12.3 and this Section 12.4 conflict with the requirements of any State or local permitting entity for construction and operation of the solar energy project being developed by Lessee (the "Permitting Requirements"), such Permitting Requirements shall prevail and control over the removal and restoration requirements in this Agreement and Lessee shall be obligated to perform such Permitting Requirements instead of any conflicting requirements hereunder.

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any non-monetary obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (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 or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation,

regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner's family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee's development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first-class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Skillman, Thomas M & Laura

[REDACTED]
[REDACTED]

Email:

If to Lessee:

Clover Creek Solar Project LLC
c/o EDP Renewables North America LLC
P.O. Box 3827
Houston, TX 77253
Attn: General Counsel

With a copy to:

Clover Creek Solar Project LLC
c/o EDP Renewables North America LLC
P.O. Box 3827
Houston, TX 77253

If to any Assignee:

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Breckinridge County, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.**

13.7 Lessee will reimburse Owner for the reasonable attorney's fees directly related to the review, negotiation, and execution of this Agreement ("Owner Attorneys' Fees"), in accordance with the following terms:

(a) The total aggregate amount of Owner Attorneys' Fees, including any costs, to be reimbursed shall not exceed [REDACTED]. The maximum amount will not change, and Owner will not be reimbursed additional amounts, regardless of the number of properties covered by the Agreement or number of parties comprising Owner.

(b) Owner will provide Lessee with reasonably detailed invoices for attorneys' fees incurred showing the date, description of services, rate, time spent, any billed costs, and the total fees through the date of the invoice.

(c) Lessee will pay the Owner Attorneys' Fees no later than thirty (30) days after submission of an invoice. Owner will submit the final invoice to Lessee no later than thirty (30) days after the Effective Date. Lessee will issue to Owner a Form 1099-Misc with the amount of the Owner Attorneys' Fees paid to Owner.

13.8 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. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.9 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.10 Memorandum. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located ("Real Property Records") at Lessee's expense,

in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may correct such inaccuracy in order to accomplish the intent of Lessee and Owner.

13.11 Tax and Renewable Energy Credits. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee's option, [REDACTED]

13.12 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

13.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”

Thomas M. Skillman

By: 
Name: Thomas M. Skillman

Laura Skillman

By: 
Name: Laura Skillman

[Signatures continued on following page.]

“Lessee”

**Clover Creek Solar Project LLC,
a Delaware limited liability company**

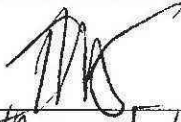
By: 
Name: Thomas F. LoTurco
Title: VP East/Canada/Cont. Affairs

EXHIBIT A

Legal Description of the Land

Consisting of 345.45 acres, more or less, situated in Breckinridge County, Kentucky, two (2) miles west of Hardinsburg on U.S. Highway No. 60 and more particularly described as follows:

Beginning at a point in the centerline of U.S. Highway No. 60 on the northeast corner of Wilson Jolly; thence with Jolly's line in the center of a lane, S 55° W 27 poles, S 32³/₄° W 16.5 poles, S 69° W 196 poles to a white oak, corner to Jolly; thence with Jolly's line, S 23° E 140 poles to a hickory and redhub; and S 71° W 70.35 poles to an elm and white oak, corner to William and John Miller; thence S 15¹/₄° E 44.5 poles, corner to John Miller, thence E 78° E 117.5 poles to a sugar tree, corner to Green Berry Board; thence with a line of Green Berry Board and Alvin Skillman, E 87¹/₄° E 35.5 poles, E 76° E 8 poles, E 79³/₄° E 88.25 poles, and E 61¹/₄° E 37.5 poles to a stone, corner to Silas Miller; thence E 44° W 98.50 poles to a sweet gum; thence E 44° W 98.50 poles

to a sweet gum; thence E 72³/₄° E 112 poles to a stone, corner to Miller and Jolly; thence with Jolly's line E 24° W 44.5 poles, and E 1¹/₂° W 42.5 poles to the center of U.S. Highway No. 60; thence with the center of said highway E 58° W 88.5 poles to the place of beginning, containing 345.45 acres, more or less, but subject to legal highways. **Except the undivided two-thirds interest in the oil and minerals underlying said premises together with the right of drill and mine the same.**

Continued on next page.

FIRST TRACT SOLD OFF

A certain tract or parcel of land lying on the Skillman Road approximately 600 ft. west from its juncture with U.S. Highway 60, approximately 2.5 northwest of Hardinsburg, Breckinridge County, Kentucky, bounded and described as follows:

Beginning at an iron pin referenced thus: 107.90 ft. northwest of the northwest corner, 131.22 ft. northwest of the southwest corner of the residence situated hereon, thence S 14° 20' E, 216.74 ft. to an iron pin referenced thus: 98.40 ft. southwest of the southwest corner, 121.73 ft. southwest of the northwest corner of the residence situated hereon, thence N 79° 08' E, 195.64 ft. to an iron pin, thence N 13° 37' W, 234.17 ft. to an iron pin, thence N 76° 45' W, 23.09 ft. to a point in the right-of-way of Skillman Road (the aforementioned corners forming the boundary with the property of Allen M. Skillman thence with said right-of-way S 59° 00' W, 67.85 ft. to an iron pin, thence with said right-of-way S 77° 18' W, 111.82 ft. to the point of beginning, containing 0.9747 acres, more or less, surveyed by B.H. Monarch L.S. Ky. Reg. No. LS-108.

The first tract sold off being the same property conveyed to Thomas M. Skillman by Deed dated the 17th day of January, 1983, and recorded in Deed Book 165, Page 246, in the office of the Clerk of the Breckinridge County Court.

SECOND TRACT SOLD OFF

A certain tract or parcel of land lying at the junction of U.S. Highway 60 and Skillman Road approximately 2.5 miles northwest of Hardinsburg, Breckinridge County, Kentucky, bounded and described as follows:

Beginning at an iron pin in the right-of-way line of U.S. Highway 60 (30 ft. off centerline), and in the right-of-way line of Skillman Road (15 ft. off centerline), thence with said Skillman Road S 71° 43' W, 316.60 ft. to an iron pin in right-of-way line of Skillman Road, thence S 71° 02' E 583.34 ft. to an iron pin in the right-of-way line of U.S. Highway 60, thence N 41° 00' W, 382.71 ft. to the beginning point, containing 1.2828 acres, more or less.

The above description for the second tract sold off was prepared from information gathered in a survey made on 1 Oct. 1983 by B.H. Monarch, Land Surveyor, Kentucky Registry No. LS-108.

The second tract sold off being the same property conveyed to Keith P. Small and Bettye Sue Small, his wife, by Deed dated the 12th day of October, 1983, and recorded in Deed Book 168, Page 97, in the office of the Clerk of the Breckinridge County Court.

THIRD TRACT SOLD OFF

A certain tract or parcel of land lying on the Skillman Road, approximately 1,000 ft. west of its juncture with U.S. Highway 60 approximately 2.5 miles north of Hardinsburg, Breckinridge County, Kentucky, bounded and described as follows:

Beginning at an iron pin referenced thus: 98.40 ft. southwest of the southwest corner, 121.73 ft. southwest of the northwest corner of the residence of Thomas M. Skillman (located on adjacent property), corner to a cemetery lot, thence S 15° 54' E 108.62 ft. to another cemetery corner, thence S 75° 29' W 89.65 ft. to another cemetery corner, thence S 69° 45' W 594.31 ft. with property of Allen M. Skillman, thence S 78° 23' W 378.02 ft. with property of Allen M. Skillman, thence N 14° 33' W 225.81 ft. with property of Allen M. Skillman, thence N 76° 09' E, 454.06 ft. with property of Allen M. Skillman, thence N 15° 18' W 158.93 ft. to right of way of Allen M. Skillman, thence N 76° 47' E, 605.03 ft. to an iron pin reference thus: 107.90 ft. northwest of the northwest corner, 131.72 ft. northwest of the southwest corner, of the aforementioned Thomas M. Skillman residence, thence S 14° 20' E 216.74 ft. to the beginning, containing 7.3409 acres, more or less.

THERE IS EXCEPTED from the third tract sold off a cemetery, bounded and described as follows:

Beginning at an iron pin referenced thus: 98.40 ft. southwest of the southwest corner, 121.73 ft. southwest of the northwest corner of the aforementioned Thomas M. Skillman residence, thence S 15° 54' E 108.62 ft., thence S 75° 29' W 89.65 ft., thence N 15° 54' W, 108.62 ft., thence N 75° 29' E, 89.65 ft., to the beginning, containing 0.2235 acres, more or less.

The above description for the third tract sold off was prepared from information gathered in a chain and transit survey made in December, 1987 by B.H. Monarch, Land Surveyor, Ky. Reg. No. LS-108.

The third tract being sold off being the same property conveyed to Thomas M. Skillman and Laura Skillman, his wife, by Deed dated the 10th Day of February, 1989, and recorded in Deed Book 192, Page 663, in the office of the Clerk of the Breckinridge County Court.

BEING THE SAME PROPERTY conveyed from Allen M.

Skillman and Sue B. Skillman, his wife, to the Allen M. Skillman, Trust dated the 28th day of April, 1994, and the Sue B. Skillman, Trust dated the 28th day of April, 1994, said deed dated May 31, 1994 and recorded in Deed Book 226 at Pages 128-132 in the Breckinridge County Clerk's Office.

Being the same property conveyed to Sue B. Skillman from Sue B. Skillman as Trustee of the Sue B. Skillman Trust and Sue B. Skillman, individually, by deed dated January 12, 2022, and recorded in Deed Book 444 at page 558 in the Breckinridge County Clerk's Office.

Thereafter, Sue B. Skillman died testate March 7, 2022. Her Will is recorded in Will Book 36 at page 573 in the Breckinridge County Clerk's Office; and pursuant to the terms of her Will, she attempted to devise her real estate to her two children, namely Thomas M. Skillman and Betty Sue Small.

Continued on next Page.

THERE IS EXCEPTED FROM THIS DEED a 63.468 acre tract conveyed to Bettye Sue Small and Keith Small, her husband, by a Trustee Deed of Conveyance from Kathy Ann Anthony, Trustee, to Bettye Sue Small and Keith Small, her husband, said deed being recorded in Deed Book 447 , pages 653 in the Breckinridge County Clerk's Office.

BEING a 63.468 acre tract located on the westerly side of US Highway 60 and the easterly side of Skillman-Monarch Lane, west of the city of Hardinsburg, Breckinridge County, Kentucky, more particularly described as follows:

BEGINNING at a set 5/8" rebar on the westerly right-of-way of US Highway 60 corner to K. P. Small (DB 168 PG 97) and S. B. Skillman (DB 444 PG 558); THENCE with the westerly right-of-way of US Highway 60 the following chordal courses: S 50 deg. 38 min. 28 sec. E., 459.71' to a found concrete right-of-way monument; THENCE S 58 deg. 36 min. 43 sec. E., 193.72' to a set 5/8" rebar; THENCE S 51 deg. 17 min. 13 sec. E., 381.18' to a found concrete right-of-way monument; THENCE S 41 deg. 56 min. 12 sec. E., 127.88' to a set 5/8" rebar corner to K. P. Small (DB 274 PG 685); THENCE leaving said highway with K. P. Small S 05 deg. 26 min. 40 sec. W., 641.77' to a set 5/8" rebar; THENCE S 16 deg. 59 min. 07 sec. E., 730.91' to a set 5/8" rebar in the line of R. A. Martin (DB 326 PG 582); THENCE with R. A. Martin S 79 deg. 58 min. 38 sec. W., 1216.17' to a set 5/8" rebar; THENCE leaving said R. A. Martin with a new line in said S. B. Skillman N 16 deg. 53 min. 15 sec. W., 1949.54' to a found 1/2" rebar corner to T. M. Skillman (DB 165 PG 246); THENCE with T. M. Skillman N 13 deg. 25 min. 01 sec. W., 234.02' to a found 5/8" steel rod; THENCE N 76 deg. 33 min. 01 sec. W., 23.09' to a set 5/8" rebar on the easterly right-of-way of Skillman-Monarch Lane; THENCE with the easterly right-of-way of Skillman-

Monarch Lane the following chordal courses: N 45 deg. 35 min. 22 sec. E., 98.09' to a found concrete right-of-way monument; THENCE N 48 deg. 22 min. 23 sec. E., 56.49' to a found concrete right-of-way monument; THENCE N 43 deg. 43 min. 57 sec. E., 164.96' to a found concrete right-of-way monument; THENCE N 60 deg. 37 min. 11 sec. E., 51.67' to a set 5/8" rebar corner to said K. P. Small (DB 168 PG 97); THENCE leaving said Skillman-Monarch Lane with K. P. Small S 81 deg. 49 min. 43 sec. E., 518.27' to the POINT OF BEGINNING and CONTAINING 63.468 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373, the completion date of the boundary survey being February 28, 2022, per Job No. 22-110.

Unless stated otherwise, any monument referred to herein as a Aset 5/8" rebar@ is a 5/8" diameter steel concrete reinforcing rod, eighteen inches (18") in length, with a yellow plastic cap stamped "T.W. Smith LS 2373". The basis of bearing stated herein is based on GPS North, NAD 83, NAVD 88, GRS 80, GRID North.

The above described tract is subject to any other easements, right-of-ways, restrictions, overlaps, vacancies, uncertainties, planning and zoning requirements either implied or of record.

NOTE: Deed Book references shown hereon were used for survey purposes only and may not be the complete legal title source. The above legal description is part of a plat illustrating said survey. This plat should be consulted concerning any additional information about said survey.

The 63.468 acre tract of property is a part of the same property conveyed to Kathy Ann Anthony, Trustee, from Thomas M. Skillman and Laura Skillman, his wife, and Bettye Sue Small and Keith Small, her husband, by deed dated May 2nd, 2022 and recorded in Deed Book 447 at Pages 647 in the Breckinridge County Clerk's Office.

END OF DESCRIPTION

EXHIBIT A-1
Legal Description of Property

ALL THAT CERTAIN real estate lying and being situated in Breckinridge County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 44-23

Being a certain parcel of land known as a portion of Tax Parcel 44-23 located in Breckinridge County, Kentucky approximately 2.2 miles northwest of Hardinsburg, 2,000 feet southwest of the intersection of Skillman-Monarch Lane and Highway 60, and 1.9 miles north of the intersection of Highway 992 and Highway 60 as recorded in Deed Book 226, Page 128 and being more particularly described as follows:

LESS AND EXCEPT:

COMMENCING at a 1/2" rebar located along the southern right-of-way line of Skillman-Monarch Lane having Kentucky State Plane Coordinates NAD1983 (NSRS 2011), South Zone (1602), Northing 2173779.04, Easting 1423595.67, said 1/2" rebar being the northeast corner of Thomas M. Skillman; thence S76°30'03"E, a distance of 23.00 feet to a 3/4" rebar found, said rebar found being located along the western line of Bettye Sue Small and Keith Small as recorded in Deed Book 447, Page 653; thence with the western line of Bettye Sue Small and Keith Small, S13°24'42"E, a distance of 234.04 feet to a 1/2" rebar found, said rebar found also being the POINT OF BEGINNING; thence continuing with the western line of Bettye Sue Small and Keith Small, S16°53'10"E, a distance of 626.80 feet to a point in the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement as recorded in Deed Book 324, Page 140; thence with the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement, S55°12'20"W, a distance of 915.93 feet; thence leaving the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement, N43°57'30"W, a distance of 167.46 feet to a point; thence N71°43'09"W, a distance of 145.90 feet to a point; thence N02°32'07"W, a distance of 360.99 feet to a point; thence S89°12'32"W, a distance of 426.14 feet to a point; thence S81°41'55"W, a distance of 1,029.40 feet to a point; thence N13°56'34"W, a distance of 410.49 feet to a point in the southern right-of-way line of Skillman-Monarch Lane; thence with the southern right-of-way line of Skillman-Monarch Lane, N76°03'26"E, a distance of 1,598.12 feet to a point, said point being the northeast corner of Allen and Thomas M. Skillman; thence with the line of Allen and Thomas M. Skillman the following seven (7) courses and distances, 1) S14°55'11"E, a distance of 152.46 feet to a point; 2) thence S76°31'49"W, a distance of 454.06 feet to a point; 3) thence S14°10'11"E, a distance of 225.81 feet to a point; 4) thence N78°51'41"E, a distance of 377.89 feet to a point; 5) thence N70°10'32"E, a distance of 592.06 feet to a point; 6) thence N77°06'58"E, a distance of 87.26 feet to a point; 7) thence N14°11'15"W, a distance of 110.61 feet to a point, said point also being the southwest corner of Thomas M. Skillman; thence leaving the line of Allen and Thomas M. Skillman and with the southern line of Thomas M. Skillman N78°56'34"E, a distance of 198.46

feet to the POINT OF BEGINNING containing 1,358,289 square feet or 31.182 acres, more or less.

LESS AND EXCEPT:

COMMENCING at a 1/2" rebar located along the southern right-of-way line of Skillman-Monarch Lane having Kentucky State Plane Coordinates NAD1983 (NSRS 2011), South Zone (1602), Northing 2173779.04, Easting 1423595.67, said 1/2" rebar being the northeast corner of Thomas M. Skillman; thence S76°30'03"E, a distance of 23.00 feet to a 3/4" rebar found, said rebar found being located along the western line of Bettye Sue Small and Keith Small as recorded in Deed Book 447, Page 653; thence with the western line of Bettye Sue Small and Keith Small, S13°24'42"E, a distance of 234.04 feet to a 1/2" rebar found, thence S16°53'10"E, a distance of 626.80 feet to a point in the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement as recorded in Deed Book 324, Page 140; thence with the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement, S55°12'20"W, a distance of 1,321.10 feet to the POINT OF BEGINNING; thence with the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement, S55°12'20"W, a distance of 2,081.60 feet to a point in the eastern line of Linda Akridge; thence with the eastern line of Linda Akridge, N16°56'12"W, a distance of 131.33 feet to a point in the northern easement line of a 125 foot Big Rivers Electric Corporation transmission easement; thence with the northern easement line of a 125 foot Big Rivers Electric Corporation transmission easement, N55°12'20"E, a distance of 2,021.16 feet to a point; thence leaving the northern easement line of a 125 foot Big Rivers Electric Corporation transmission easement, S43°57'30"E, a distance of 126.62 feet to the POINT OF BEGINNING containing 256,422 square feet or 5.887 acres, more or less.

LESS AND EXCEPT:

COMMENCING at a 1/2" rebar located along the southern right-of-way line of Skillman-Monarch Lane having Kentucky State Plane Coordinates NAD1983 (NSRS 2011), South Zone (1602), Northing 2173779.04, Easting 1423595.67, said 1/2" rebar being the northeast corner of Thomas M. Skillman; thence with the southern right-of-way line of Skillman-Monarch Lane the following four (4) courses and distances; 1) thence S59°04'47"W, a distance of 67.95 feet to a point; 2) thence S77°42'05"W, a distance of 111.52 feet to a point; 3) thence S76°33'36"W, a distance of 606.12 feet to a point; 4) thence S76°03'26"W, a distance of 1,838.12 feet to the POINT OF BEGINNING; thence leaving the southern right-of-way line of Skillman-Monarch Lane, S13°56'34"E, a distance of 379.48 feet to a point; thence S84°15'44"W, a distance of 200.16 feet to a point; thence N16°56'12"W, a distance of 351.40 feet to a point in the southern right-of-way line of Skillman-Monarch Lane; thence with the southern right-of-way line of Skillman-Monarch Lane, N76°03'26"E, a distance of 216.47 feet to the POINT OF BEGINNING containing 75,571 square feet or 1.735 acres, more or less.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)

EXHIBIT A-2
Legal Description of Easement Access Areas

PORTION OF PID 44-23

Being a certain parcel of land known as a portion of Tax Parcel 44-23 located in Breckinridge County, Kentucky approximately 2.2 miles northwest of Hardinsburg, 2,000 feet southwest of the intersection of Skillman-Monarch Lane and Highway 60, and 1.9 miles north of the intersection of Highway 992 and Highway 60 as recorded in Deed Book 226, Page 128 and being more particularly described as follows:

Easement Access Area 1:

COMMENCING at a 1/2" rebar located along the southern right-of-way line of Skillman-Monarch Lane having Kentucky State Plane Coordinates NAD1983 (NSRS 2011), South Zone (1602), Northing 2173779.04, Easting 1423595.67, said 1/2" rebar being the northeast corner of Thomas M. Skillman; thence S76°30'03"E, a distance of 23.00 feet to a 3/4" rebar found, said rebar found being located along the western line of Bettye Sue Small and Keith Small as recorded in Deed Book 447, Page 653; thence with the western line of Bettye Sue Small and Keith Small, S13°24'42"E, a distance of 234.04 feet to a 1/2" rebar found, thence S16°53'10"E, a distance of 626.80 feet to a point in the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement as recorded in Deed Book 324, Page 140; thence with the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement, S55°12'20"W, a distance of 915.93 feet to the POINT OF BEGINNING; thence with the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement, S55°12'20"W, a distance of 405.17 feet to a point; thence leaving the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement, N43°57'30"W, a distance of 126.62 feet to a point in the northern easement line of a 125 foot Big Rivers Electric Corporation transmission easement; thence with the northern easement line of a 125 foot Big Rivers Electric Corporation transmission easement, N55°12'20"E, a distance of 211.95 feet to a point; thence N02°32'07"W, a distance of

185.61 feet to a point; thence S71°43'09"E, a distance of 145.90 feet to a point; thence S43°57'30"E, a distance of 167.46 feet to the POINT OF BEGINNING containing 67,198 square feet or 1.543 acres, more or less.

END OF DESCRIPTION

Easement Access Area 2:

COMMENCING at a 1/2" rebar located along the southern right-of-way line of Skillman-Monarch Lane having Kentucky State Plane Coordinates NAD1983 (NSRS 2011), South Zone (1602), Northing 2173779.04, Easting 1423595.67, said 1/2" rebar being the northeast corner of Thomas M. Skillman; thence with the southern right-of-way line of Skillman-Monarch Lane the following four (4) courses and distances; 1) thence S59°04'47"W, a distance of 67.95 feet to a point; 2) thence S77°42'05"W, a distance of 111.52 feet to a point; 3) thence S76°33'36"W, a distance of 606.12 feet to a point; 4) thence S76°03'26"W, a distance of 2,054.59 feet to the POINT OF BEGINNING; thence leaving the southern right-of-way line of Skillman-Monarch Lane, S16°56'12"E, a distance of 351.40 feet to a point; thence S77°58'46"W, a distance of 401.48 feet to a point in the eastern line of Linda Akridge; thence with the eastern line of Linda Akridge, N16°56'12"W, a distance of 337.91 feet to a point in the southern right-of-way line of Skillman-Monarch Lane; thence leaving the eastern line of Linda Akridge and with the southern right-of-way line of Skillman-Monarch Lane N76°03'26"E, a distance of 400.55 feet to the POINT OF BEGINNING containing 137,862 square feet or 3.165 acres, more or less.

END OF DESCRIPTION

EXHIBIT A-3
Legal Description of Underground Collection Areas

Underground Collection Area 1:

COMMENCING at a 1/2" rebar located along the southern right-of-way line of Skillman-Monarch Lane having Kentucky State Plane Coordinates NAD1983 (NSRS 2011), South Zone (1602), Northing 2173779.04, Easting 1423595.67, said 1/2" rebar being the northeast corner of Thomas M. Skillman; thence S76°30'03"E, a distance of 23.00 feet to a 3/4" rebar found, said rebar found being located along the western line of Bettye Sue Small and Keith Small as recorded in Deed Book 447, Page 653; thence with the western line of Bettye Sue Small and Keith Small, S13°24'42"E, a distance of 234.04 feet to a 1/2" rebar found, thence S16°53'10"E, a distance of 626.80 feet to a point in the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement as recorded in Deed Book 324, Page 140; thence with the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement, S55°12'20"W, a distance of 1,017.22 feet to the POINT OF BEGINNING; thence with the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement, S55°12'20"W, a distance of 202.59 feet to a point; thence leaving the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement, N43°57'30"W, a distance of 126.62 feet to a point in the northern easement line of a 125 foot Big Rivers Electric Corporation transmission easement; thence with the northern easement line of a 125 foot Big Rivers Electric Corporation transmission easement, N55°12'20"E, a distance of 110.66 feet to a point; thence N02°32'07"W, a distance of 78.62 feet to a point; thence S71°43'09"E, a distance of 83.17 feet to a point; thence S43°57'30"E, a distance of 126.62 feet to the POINT OF BEGINNING containing 28,379 square feet or 0.651 acres, more or less.

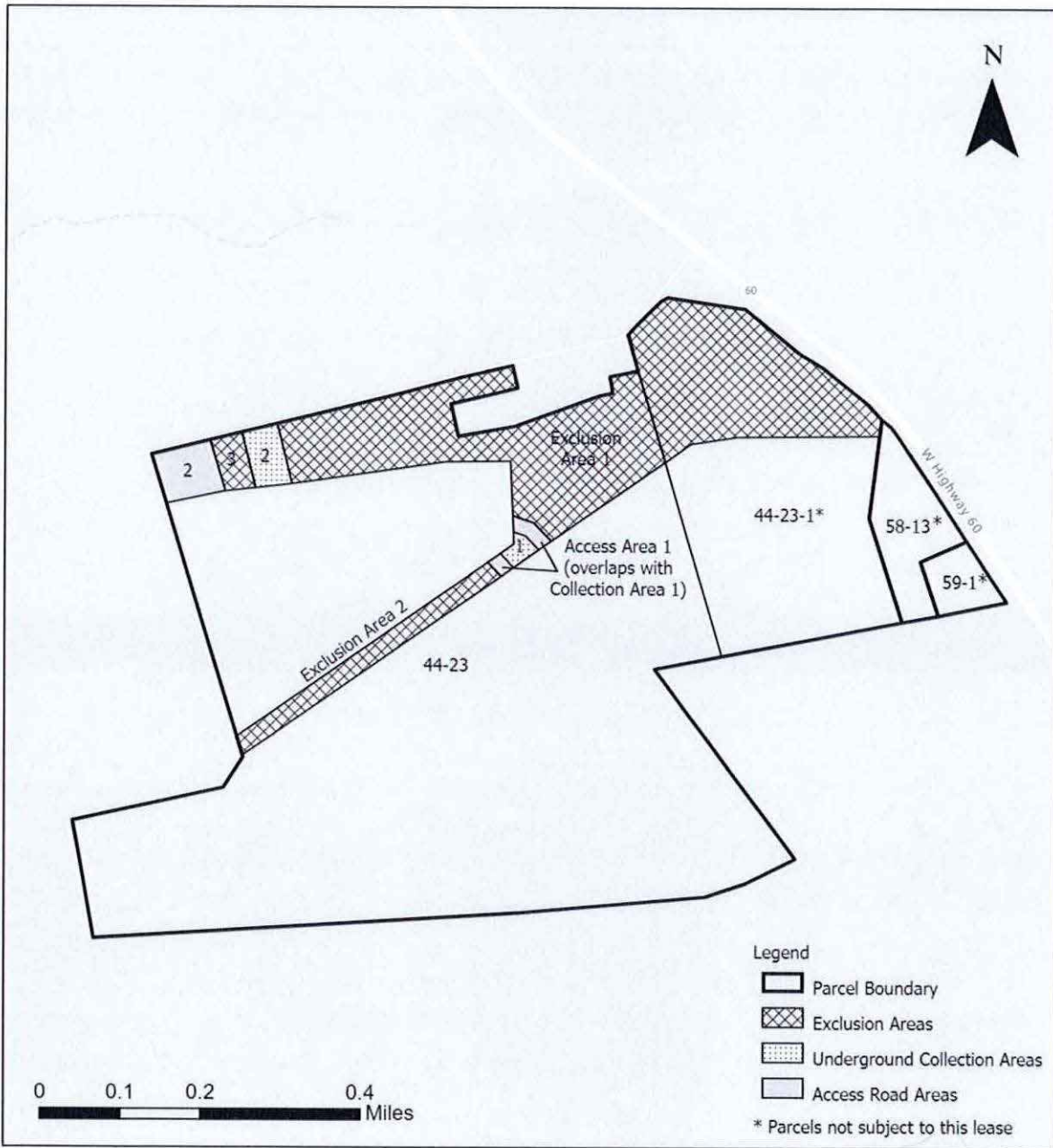
END OF DESCRIPTION

Underground Collection Area 2:

COMMENCING at a 1/2" rebar located along the southern right-of-way line of Skillman-Monarch Lane having Kentucky State Plane Coordinates NAD1983 (NSRS 2011), South Zone (1602), Northing 2173779.04, Easting 1423595.67, said 1/2" rebar being the northeast corner of Thomas M. Skillman; thence with the southern right-of-way line of Skillman-Monarch Lane the following four (4) courses and distances; 1) thence S59°04'47"W, a distance of 67.95 feet to a point; 2) thence S77°42'05"W, a distance of 111.52 feet to a point; 3) thence S76°33'36"W, a distance of 606.12 feet to a point; 4) thence S76°03'26"W, a distance of 1,598.12 feet to the POINT OF BEGINNING; thence leaving the southern right-of-way line of Skillman-Monarch Lane, S13°56'34"E, a distance of 410.49 feet to a point; thence S83°25'07"W, a distance of 241.99 feet to a point; thence N13°56'34"W, a distance of 379.48 feet to a point in the southern right-of-way line of Skillman-Monarch Lane; thence with the southern right-of-way line of Skillman-Monarch Lane, N76°03'26"E, a distance of 240.00 feet to the POINT OF BEGINNING containing 94,797 square feet or 2.176 acres, more or less.

END OF DESCRIPTION

Exhibit A-4
Area Map



Skillman, Tom & Laura
Clover Creek Solar Project LLC
Exclusion Area Map

**ACH
PAYMENT
FORM
SUBMITTED
UNDER SEAL**

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made, dated and effective as of March 8th, 2023 (the "Effective Date"), between **Betty Sue Small and Keith P. Small** (collectively, "Owner") and **Clover Creek Solar Project LLC, a Delaware limited liability company** (together with its, transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner is the owner of that certain real property consisting of approximately 76.729 acres located in Breckinridge County, Kentucky, as described on Exhibit A ("Land") attached hereto and incorporated herein by reference. Owner hereby leases to Lessee the real property consisting of approximately 52.341 acres, including the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property") as described in Exhibit A-1. In the event of inaccuracies or insufficiencies in the legal description in Exhibit A-1 Lessee may modify the Exhibit to correct the inaccuracies or insufficiencies.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction

with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the "Project"). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner's rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement ("Initial Term") will commence upon the Effective Date and will continue until [REDACTED] (the "Commercial Operation Date"). Lessee may elect to extend the Initial Term [REDACTED]. The Initial Term plus such additional [REDACTED] term is called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to [REDACTED]

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed ("Start of Construction") in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a "Project Site"). Each Project Site shall include any areas occupied by underground transmission lines, collection lines or roads installed by Lessee on the Property. Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property. [REDACTED]

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

4. Payments.

4.1 Signing Bonus. [REDACTED] (the "Signing Bonus").

4.2 Rent. In consideration of the rights granted hereunder, Lessee will pay Owner the following amounts:

(a) Initial Rent. [REDACTED]

[REDACTED] In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, Lessee will pay Owner [REDACTED]. The payments for a meteorological monitoring station shall be made [REDACTED]

[REDACTED]

(b) Operational Rent. Lessee will pay Owner operational rent in the amounts listed in the schedule below ("Operational Rent"). [REDACTED]

[REDACTED]

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1 – 9	[REDACTED]
10 – 19	[REDACTED]
20 – 29	[REDACTED]
30 – end	[REDACTED]

4.3 Inflation Adjustment. The amount of Operational Rent shall be adjusted annually by the increase or decrease in the [REDACTED]

[REDACTED] ("Index"), [REDACTED]

Any annual increase in the Index [REDACTED] shall be included in the computation of annual adjustments in subsequent years. The base for computing the increase or decrease in the Index for this purpose shall be [REDACTED] (the "Beginning Index"). The adjustment shall be effective for every full calendar year following such Commercial Operation Date. [REDACTED]

[REDACTED] If the Index is discontinued or revised during the Term, such other government index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

4.4 Substation, Switchyard, etc. If Lessee intends to install an electric substation or switchyard pursuant to Section 10.1, or an operations & maintenance building on the Property outside of a Project Site, then Lessee may lease the actual acreage occupied by the substation, switchyard or building for the amounts set forth in the Operational Rent schedule in Section 4.1(b).

4.5 Payment by ACH. Owner hereby authorizes Lessee to make all payments to Owner via Automated Clearing House Transfer ("ACH Transfer"). All payments shall be made pursuant to the ACH Transfer form attached hereto as Attachment 1 ("ACH Form") unless otherwise rejected by Lessee or modified or revoked by Owner in accordance with this Section. Owner may opt out of payments by ACH Transfer by checking the "opt out" box on the attached ACH Form. Owner certifies to Lessee that the account set forth on the ACH Form is

Owner's account and not an account of a third party. In the event that Owner conveys all or any portion of its interest in the Property, Owner shall notify Lessee within ten (10) days of such transfer along with a copy of the recorded transfer deed or instrument. Owner shall be liable to Lessee for any payments made to Owner via ACH Transfer after the date of such transfer and authorizes Lessee to recall any payments made to Owner for periods after the date of the transfer of Owner's interest in the Property. Such recalled payments shall be made on a pro rata basis based upon the date of the transfer of Owner's interest. Lessee may elect to suspend payments by ACH Transfer at any time, in its sole discretion and make payments by check or other electronic transfer method. In the event that after the Effective Date Owner wishes to change the bank account designated on the ACH Form, opt in or opt out of payments by ACH Transfer, Owner shall notify Lessee in writing in accordance with Section 13.4 and Owner shall execute the documents Lessee requires to change the designated bank account or method for payments.

4.6 W-9's. Owner shall provide a W-9 for each Owner under this Agreement. If Owner does not provide a correct and complete W-9 form for each Owner under this Agreement, the time periods for payment shall automatically be extended by the number of days that elapse from Effective Date, or for assignments, assumptions or bifurcations of the Agreement the number of days that elapse from the effective date of those documents, until the receipt of all required W-9's.

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 Lessee and Owner. Lessee shall pay personal property taxes [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] Owner shall pay all taxes, assessments or other fees attributable to the underlying value of the Property itself or to facilities installed on the Property by Owner or others unrelated to Lessee or to Lessee's operations. The Solar Generating Equipment shall retain its nature as personal property and shall not become real property, even if buried in or otherwise affixed to the land. Owner and Lessee agree jointly to use commercially reasonable efforts to cause the Property not to be reclassified from its present agricultural or open space exemption (if any) as a result of this Agreement, provided that such agricultural or open space exemption can be preserved without interfering with Lessee's ability to develop, construct and operate Solar Facilities on the Property as contemplated hereunder. Lessee's obligations to Owner under this Section 6.1 shall remain in effect after termination of this Agreement until the Solar Facilities have been removed from the Property as required by Section 12.3.

6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee.

[REDACTED]

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee’s Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the Project. Owner hereby grants Lessee the right to record a notice of final description (“Notice of Final Description”) to reflect the boundaries of each Project Site, or at Lessee’s election to record or re-record one or more Memorandum of Lease in the county’s Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make commercially reasonable efforts not to interfere with Owner’s agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee’s use of the Property under this Agreement, or else Lessee shall self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to

Section 7.3(a). The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner's own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee's Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner's shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, "Owner's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner's Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner's Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, "Lessee's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the construction and operation of the Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or

proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.

(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, underground transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations. Lessee shall use commercially reasonable efforts to provide Owner with 18 months' prior notice of the Start of Construction, provided that the failure to provide such notice shall not be a default hereunder.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property, and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where Related Facilities have been installed, and in areas disturbed by Lessee's construction on the Property. Owner may spray to control weeds up to the edge of the Project Site.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage. If Lessee causes the destruction of existing growing crops, including hay, or any part of the Property which is located outside of the Project Site or the boundaries of any Related Facilities Lessee shall compensate Owner and any lessee of the Owner as calculated below (the "Crop Damage Payment"). [REDACTED]

[REDACTED] If Owner does not have yield records available, the Parties will use FSA records of other commonly used yield information available for the area. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. [REDACTED]

(e) Gates and Fences. If Owner's Property is fenced, all of Lessee's newly constructed access roads located on the Property shall be gated by Lessee at Lessee's expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner's existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good

engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed. If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems.

(g) Resources. Lessee may use caliche, gravel and water from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

(k) Timber Property. If Lessee builds Solar Facilities on the Property, Lessee may clear timber from the Timber Property as needed for construction and operation of the Solar Facilities. [REDACTED]

[REDACTED] Owner will be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and if timely removed, Owner shall retain its full value.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local law, ordinance, or regulation promulgated thereunder ("Environmental Laws") relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner's views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS,

HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM.

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall immediately cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, "Owner's Structures") closer than five (5) times the height of any such Owner's Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes; and (b) Lessee shall be entitled

to consume water from the Property for both onsite and offsite Solar Energy Purposes [REDACTED]
 [REDACTED]
 [REDACTED]

8.4 Liens and Tenants. Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions only on the Property limited to 52.341 acres and does not waive any setbacks or other restrictions on any other property owned by the Owner. Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 Access. Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees,

successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement.

8.7 *Construction Easement.* Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities; and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement.

8.8 *Mineral Development.* This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. Owner and Lessee agree to reasonably cooperate with each other to ensure the mutual safety of each other and their Related Persons and the good condition of the Solar Facilities to the extent Lessee and Owner and/or their respective Related Persons wish to concurrently occupy the Property, or portions thereof, during hunting seasons. As used herein, the term "Related Person" means any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interest, employee, agent, heir, representative, contractor, sublessee, grantee, licensee, invitee or permittee of a specified Party, or any other person or entity

that has obtained or hereafter obtains rights or interests from such Party. During any period of major maintenance of Solar Facilities located on the Property, Lessee shall have the right to restrict Owner's hunting activities to the extent same might interfere with such maintenance or expose any of Lessee's personnel to danger. Owner will give Lessee reasonable advance notice of any rifle hunting activities on the Property (but in any event at least one business day's advance notice) and, where reasonably required, shall include notice of the particular areas of the Property where hunting will occur. For safety reasons, hunting is prohibited on the Property after the Start of Construction

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an "Assignee" is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in any Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder's partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee's or such Assignee's partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default [REDACTED]

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each Party's combined obligations under such new agreements do not exceed such Party's obligations under this Agreement) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, [REDACTED] and (ii) in the event of a termination of any such new lease agreement, [REDACTED]

9.5 *Transfers by Owner.* Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

10. Transmission.

10.1 *Grant of Transmission Easement.* For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

10.2 *Access.* The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 *Assignment in Connection with Transmission Lines.* In connection with the exercise of the rights of Lessee hereunder to utilize the Property for Solar Energy Purposes, Lessee, with Owner's consent, shall have the right to grant to any utility or other duly authorized entity the right to construct, operate and maintain electric transmission, distribution, interconnection or switching facilities on the Property pursuant to any standard form of easement or other agreement used or proposed by the utility or other entity, including, without limitation, a perpetual easement. Alternatively, Owner, in its discretion, may grant such rights directly to such utility or other entity. If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. Half of such one-time payment will be payable [REDACTED], the other half will be payable [REDACTED].

10.4 *Term; Assignment.* The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, [REDACTED]. [REDACTED] Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an

Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection. In the event that any mortgage, deed of trust or other security interest in all or any portion of Lessee's interest in this Agreement, the Lease, the Property, a Project Site or in any Solar Facilities is entered into by Lessee (a "Leasehold Mortgage"), then any person who is the mortgagee of a Leasehold Mortgage (a "Leasehold Mortgagee") shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 11. Lessee or any Leasehold Mortgagee shall send written notice to Owner of the name and address of any such Leasehold Mortgagee, as well as any change of the name or address of any Leasehold Mortgagee.

11.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Leasehold Mortgagee shall have the absolute right to: (a) assign its security interest; (b) enforce its lien and acquire title to the leasehold and/or easement estate by any lawful means; (c) take possession of and operate the Solar Facilities or any portion thereof and to perform all obligations to be performed by Lessee hereunder, or to cause a receiver to be appointed to do so; and (d) acquire the leasehold and/or easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold and/or easement estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered leasehold and/or easement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

11.2 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay (i) when due any rent or other monetary obligation of Lessee under this Agreement other than real property taxes, or (ii) prior to delinquency any real property taxes (unless Owner did not deliver the applicable tax bill to Lessee at least 10 business days prior to the applicable tax delinquency date). Any other event of default is a "non-monetary default."

(b) The Leasehold Mortgagee shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after delivery of notice of default, plus, in each instance, the following additional time periods: (i) 60 days, for a total of 120 days after delivery of the notice of default in the event of any monetary default; and (ii) 60 days, for a total of 120 days after delivery of the notice of default in the event of any non-monetary default; *provided* that such 120-day period shall be extended for a non-monetary default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of Lessee's interest in the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself

for the Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. If a Leasehold Mortgagee's delay in curing a non-monetary default causes damages to Owner, Owner shall have the right to reimbursement for all actual costs thereof.

(c) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's leasehold or easement estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee's leasehold or easement estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee's leasehold or easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on such party by this Agreement so long as such Leasehold Mortgagee or other party has ownership of the leasehold and/or easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement or any interest therein as long as all material obligations of Lessee under the terms of this Agreement are performed by Lessee or a Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

11.3 *New Lease or Easement to Mortgagee*. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this

Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any

provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, at no out-of-pocket cost to Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate. Except as provided below, Lessee shall have the right to terminate this Agreement as to all or any part of the Property at any time and without cause, effective upon written notice to Owner from Lessee.

12.2 Owner's Right to Terminate. Except as qualified by Section 9 or 11, Owner shall have the right to terminate this Agreement if (a) a material default in the performance of Lessee's obligations under this Agreement shall have occurred and remains uncured, (b) Owner notifies Lessee in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, (c) the default shall not have been remedied within 60 days after Lessee receive the written notice, or, if cure of any non-monetary default will take longer than 60 days, Lessee has not begun diligently to undertake the cure within 60 days and thereafter prosecutes the cure to completion unless unable to do so due to Force Majeure (as defined in Section 13.1).

12.3 Effect of Termination. Upon termination or expiration of this Agreement, Lessee shall, as soon as practicable thereafter, remove all Solar Facilities from the surface of the Property down to a depth of three feet. All Property disturbed by Lessee shall be restored to a condition reasonably similar to its condition prior to Start of Construction, except that Lessee shall not be required to remove any Transmission Facilities owned by a public utility, or any roads, or restore the original grade of any land or any cleared timber, or plant any trees, crops or other plants. Reclamation shall include, as reasonably required, leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion. Reclamation shall also include environmental remediation in the event that Lessee contaminates the Property in violation of Section 7.7 hereof.

[REDACTED]

12.4 Security for Removal. On such date as may be required by county or state regulations, but not later than 15 years after the Commercial Operation Date, Lessee shall provide security ("Removal Bond") to cover the estimated removal costs associated with the Solar Facilities then on the Property pursuant to Section 12.3. The Removal Bond shall be, at Lessee's option, either a removal bond from an individual or entity engaged in the construction business and reasonably acceptable to the Parties, a surety bond from an insurance company with a Best's Rating of not less than A, a corporate guarantee (from a financially responsible entity that is

reasonably acceptable to the Parties and whose credit rating is investment grade), a letter of credit issued by a financial institution reasonably acceptable to the Parties, a cash deposit, or other security reasonably acceptable to both Parties. The amount of the Removal Bond shall be based on a written estimate from a reputable construction company selected by Lessee and reasonably acceptable to Owner, which sets forth such company's estimate of the cost of removal minus estimated salvage value. In the event the county or other governmental authority requires Lessee to provide security for removal or decommissioning of a Project which includes Solar Facilities on the Property, Lessee may provide a single Removal Bond that benefits Owner and the governmental authority, all in a manner consistent with the requirements of the governmental authority, and the governmental authority shall have access to the Property pursuant to reasonable notice to effect or complete the required removal or decommissioning. In order to maximize the economies of scale associated with the removal of a Project which includes Solar Facilities on the Property, Lessee may elect to have the net removal costs of the Solar Facilities on the Property calculated on the basis of the Project and not on such costs solely for the Property, and the Removal Bond may be provided on that basis. In addition, to the extent the removal and restoration requirements set forth in Section 12.3 and this Section 12.4 conflict with the requirements of any State or local permitting entity for construction and operation of the solar energy project being developed by Lessee (the "Permitting Requirements"), such Permitting Requirements shall prevail and control over the removal and restoration requirements in this Agreement and Lessee shall be obligated to perform such Permitting Requirements instead of any conflicting requirements hereunder.

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any non-monetary obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (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 or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner's family members; consultants, accountants, lawyers, or other professionals

who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee's development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first-class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Small, Keith P & Bettye Sue

[REDACTED]

[REDACTED]

Email:

If to Lessee:

Clover Creek Solar Project LLC
c/o EDP Renewables North America LLC
P.O. Box 3827
Houston, TX 77253
Attn: General Counsel

With a copy to:

Clover Creek Solar Project LLC
c/o EDP Renewables North America LLC
P.O. Box 3827
Houston, TX 77253

If to any Assignee:

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Breckinridge County, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either**

Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.

13.7 Lessee will reimburse Owner for the reasonable attorney's fees directly related to the review, negotiation, and execution of this Agreement ("Owner Attorneys' Fees"), in accordance with the following terms:

(a) The total aggregate amount of Owner Attorneys' Fees, including any costs, to be reimbursed shall not exceed [REDACTED]. The maximum amount will not change, and Owner will not be reimbursed additional amounts, regardless of the number of properties covered by the Agreement or number of parties comprising Owner.

(b) Owner will provide Lessee with reasonably detailed invoices for attorneys' fees incurred showing the date, description of services, rate, time spent, any billed costs, and the total fees through the date of the invoice.

(c) Lessee will pay the Owner Attorneys' Fees no later than thirty (30) days after submission of an invoice. Owner will submit the final invoice to Lessee no later than thirty (30) days after the Effective Date. Lessee will issue to Owner a Form 1099-Misc with the amount of the Owner Attorneys' Fees paid to Owner.

13.8 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. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.9 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.10 Memorandum. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located ("Real Property Records") at Lessee's expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may correct such inaccuracy in order to accomplish the intent of Lessee and Owner.

13.11 Tax and Renewable Energy Credits. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee's option, [REDACTED]

[REDACTED]

13.12 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

13.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”

Betty Sue Small

By: Betty Sue Small
Name: Betty Sue Small

Keith P. Small

By: Keith P. Small
Name: Keith P. Small

[Signatures continued on following page.]

“Lessee”

**Clover Creek Solar Project LLC,
a Delaware limited liability company**

By: 
Name: _____ **Mason Daumas**
Title: _____ **Associate Director
of Development**

EXHIBIT A
Description of Land
Consisting of three (3) Parcels

Parcel ID 58-13

DEED I

Three certain tracts or parcels of land situate, lying and being in the County of Breckinridge, State of Kentucky, on the Hardinsburg and Cloverport turnpike road, and bounded and described as follows, to-wit:

FIRST TRACT: Beginning at a sycamore on the turnpike, thence S. 2 W. 39 poles to a stone, thence N. 70 E. 28 poles to a stone, thence N. 35 18 poles to a stone, thence N. 40 W 18-3/4 poles to the beginning, containing 4 acres, 2 rods and 29 poles be the same more or less.

SECOND TRACT: Situated on the North side of said turnpike road in same County and State and described as follows: Beginning at a stone on the pike, Silas Miller's corner, thence N. 70 E. 145 poles to a stone and black oak, near Rocky Run, thence N. 5-1/4 W. 8 poles to the cliff, thence with the cliff N. 59-1/2 W. 42 poles N. 6-1/2 W. 37 poles to a beech on the bank of Rocky Run, thence down the run in all 143-1/2 poles to two sycamores, thence S. 70 W. 77 poles to a stone Blythe's corner, thence S. 14 W. 159 poles to a black oak, thence S. 29-1/4 W. 39-3/4 to a poplar on the pike another of Blythe's corners; thence with said pike S. 42 E. 45-1/2 poles to the beginning, containing 130 acres, more or less.

THIRD TRACT: Beginning at a stone on the West side of the turnpike road, running thence with the meanders of said road in a straight line N. 37 W. 51 poles to a stone and sassafras on the same side of the pike, thence S. 70 W. 28 poles to a stone Skillman's corner, thence S. 21-1/4 E. 45 poles to a stone Skillman's corner in Miller's line, thence N. 75-3/4 E. 42 poles to the beginning, containing 10-1/2 acres, more or less.

There is EXCEPTED out of the above described boundary two tract of land conveyed by J. F. Jolly to Robert Jolly by deeds dated February 23, 1940, and March 19, 1943, and recorded in Deed Book 80, Page 601, and Deed Book 82, Page 282, respectively. This excepted property is the same property shown in this deed in the source of title.

There is further EXCEPTED out of the above described property a tract of land containing 130 acres, more or less, sold by Robert Jolly et ux, to William R. Monin, et ux, by deed dated February 27, 1979, which deed is recorded in Deed Book 151, at Page 580, in the Breckinridge County Court Clerk's Office.

There is further EXCEPTED out of the above described property a tract of land containing 3-1/2 acres, more or less, sold by Robert L. Jolly, et al, to Raymond T. Clark, et ux, by deed dated March ____, 1988 which deed is recorded in Deed Book 188, at Page 248, in the Breckinridge County Court Clerk's Office.

There is further EXCEPTED and NOT CONVEYED by Mary L. Jolly, widow and unmarried, certain property described in a deed dated June 18, 1998, conveyed by Robert L. Jolly and Mary L. Jolly, his wife, to the Commonwealth of Kentucky, which deed is recorded in Deed Book 254, at Page 667, in the Breckinridge County Clerk's Office, to which deed reference is hereby made for a more particular description of the excepted property and easement described in said deed.

The property herein conveyed is the same property whereby Mary L. Jolly conveyed an one-half (1/2) interest to Thomas M. Skillman and Laura Skillman, his wife, and an one-half (1/2) interest to Keith P. Small and Bettye S. Small, his wife, by deed dated June 1, 2001, and recorded in Deed Book 274 at page 685 in the Breckinridge County Clerk's Office.

Parcel ID 59-1

DEED II

Tract I

A certain lot or parcel of land in Breckinridge County, Kentucky, about three miles West of Hardinsburg, Ky on Federal Highway No 60 and on the South side thereof and bounded as follows:

Beginning at a point in the South right of way line of Highway No 60 where a branch crosses the said highway, Thence with the said highway in an Eastwardly direction 140 yards to the Zeno Miller line, Thence at Right Angles with the said Highway Southwardly 10 yards to a branch, Thence Westwardly with the said branch as it meanders to its intersection with the branch that crosses U.S. Highway No 60, Thence with said branch in a Northwardly direction to the beginning containing one half acres more or less.

Tract II

A certain tract or parcel of land, situate lying and being in the County of Breckinridge, State of Kentucky, and bounded and described as follows, to-wit:

Beginning in the West line of the Zeno Miller tract South of U.S. Highway 60 at a point where Robert Jolly tract intersects with the Zeno Miller line, thence with the Zeno Miller line in a southwardly direction a distance sufficient to enclose a three and one half acre tract, thence westwardly to a branch running from the Skillman land to and under Highway 60, thence running northwardly along said branch to a point where a branch running East and West intersects with said branch, and is the South West corner of a lot conveyed to Robert Jolly and wife by Frank Jolly and Esther Jolly, his wife, thence running Eastwardly along said branch as it meanders to the beginning, containing three and one half acres, more or less.

THERE IS, HOWEVER, EXCEPTED out of the above described property, a certain tract of land heretofore conveyed by Raymond T. Clark and Essie Clark, husband and wife, to the Commonwealth of Kentucky for the use and benefit of the Transportation Cabinet, Department of Highways, dated January 30, 1999 and recorded in Deed Book 258, page 184, Breckinridge County Clerk's Office, containing .267 acres, more or less, to which deed reference is hereby given for a more particular description of said property.

BEING THE SAME PROPERTY conveyed to Keith P. Small and Bettye Sue Small, his wife, and Thomas M. Skillman and Laura Skillman, his wife, from Raymond T. Clark, unmarried widower, by Deed of Conveyance dated November 6, 2008 and recorded in Deed Book 336, Pages 3-5 in the Breckinridge County Clerk's Office.

Parcel ID 44-23-1

BEING a 63.468 acre tract located on the westerly side of US Highway 60 and the easterly side of Skillman-Monarch Lane, west of the city of Hardinsburg, Breckinridge County, Kentucky, more particularly described as follows:

BEGINNING at a set 5/8" rebar on the westerly right-of-way of US Highway 60 corner to K. P. Small (DB 168 PG 97) and S. B. Skillman (DB 444 PG 558); **THENCE** with the westerly right-of-way of US Highway 60 the following chordal courses: S 50 deg. 38 min. 28 sec. E., 459.71' to a found concrete right-of-way monument; **THENCE** S 58 deg. 36 min. 43 sec. E., 193.72' to a set 5/8" rebar; **THENCE** S 51 deg. 17 min. 13 sec. E., 381.18' to a found concrete right-of-way monument; **THENCE** S 41 deg. 56 min. 12 sec. E., 127.88' to a set 5/8" rebar corner to K. P. Small (DB 274 PG 685); **THENCE** leaving said highway with K. P. Small S 05 deg. 26 min. 40 sec. W., 641.77' to a set 5/8" rebar;

THENCE S 16 deg. 59 min. 07 sec. E., 730.91' to a set 5/8" rebar in the line of R. A. Martin (DB 326 PG 582); THENCE with R. A. Martin S 79 deg. 58 min. 38 sec. W., 1216.17' to a set 5/8" rebar; THENCE leaving said R. A. Martin with a new line in said S. B. Skillman N 16 deg. 53 min. 15 sec. W., 1949.54' to a found 1/2" rebar corner to T. M. Skillman (DB 165 PG 246); THENCE with T. M. Skillman N 13 deg. 25 min. 01 sec. W., 234.02' to a found 5/8" steel rod; THENCE N 76 deg. 33 min. 01 sec. W., 23.09' to a set 5/8" rebar on the easterly right-of-way of Skillman-Monarch Lane; THENCE with the easterly right-of-way of Skillman-Monarch Lane the following chordal courses: N 45 deg. 35 min. 22 sec. E., 98.09' to a found concrete right-of-way monument; THENCE N 48 deg. 22 min. 23 sec. E., 56.49' to a found concrete right-of-way monument; THENCE N 43 deg. 43 min. 57 sec. E., 164.96' to a found concrete right-of-way monument; THENCE N 60 deg. 37 min. 11 sec. E., 51.67' to a set 5/8" rebar corner to said K. P. Small (DB 168 PG 97); THENCE leaving said Skillman-Monarch Lane with K. P. Small S 81 deg. 49 min. 43 sec. E., 518.27' to the POINT OF BEGINNING and CONTAINING 63.468 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373, the completion date of the boundary survey being February 28, 2022, per Job No. 22-110.

Unless stated otherwise, any monument referred to herein as a Aset 5/8" rebar@ is a 5/8" diameter steel concrete reinforcing rod, eighteen inches (18") in length, with a yellow plastic cap stamped "T.W. Smith LS 2373". The basis of bearing stated herein is based on GPS North, NAD 83, NAVD 88, GRS 80, GRID North.

The above described tract is subject to any other easements, right-of-ways, restrictions, overlaps, vacancies, uncertainties, planning and zoning requirements either implied or of record.

NOTE: Deed Book references shown hereon were used for survey purposes only and may not be the complete legal title source. The above legal description is part of a plat illustrating said survey. This plat should be consulted concerning any additional information about said survey.

BEING a part of the same property conveyed to Kathy Ann Anthony, Trustee, from Thomas M. Skillman and Laura Skillman, his wife, and Bettye Sue Small and Keith Small, her husband, by deed dated May 2nd, 2022 and recorded in Deed Book 447 at Pages 617 in the Breckinridge County Clerk's Office.

EXHIBIT A-1
Legal Description of the Property
Consisting of three (3) Parcels

Parcel ID 58-13

DEED I

Three certain tracts or parcels of land situate, lying and being in the County of Breckinridge, State of Kentucky, on the Hardinsburg and Cloverport turnpike road, and bounded and described as follows, to-wit:

FIRST TRACT: Beginning at a sycamore on the turnpike, thence S. 2 W. 39 poles to a stone, thence N. 70 E. 28 poles to a stone, thence N. 35 18 poles to a stone, thence N. 40 W 18-3/4 poles to the beginning, containing 4 acres, 2 rods and 29 poles be the same more or less.

SECOND TRACT: Situated on the North side of said turnpike road in same County and State and described as follows: Beginning at a stone on the pike, Silas Miller's corner, thence N. 70 E. 145 poles to a stone and black oak, near Rocky Run, thence N. 5-1/4 W. 8 poles to the cliff, thence with the cliff N. 59-1/2 W. 42 poles N. 6-1/2 W. 37 poles to a beech on the bank of Rocky Run, thence down the run in all 143-1/2 poles to two sycamores, thence S. 70 W. 77 poles to a stone Blythe's corner, thence S. 14 W. 159 poles to a black oak, thence S. 29-1/4 W. 39-3/4 to a poplar on the pike another of Blythe's corners; thence with said pike S. 42 E. 45-1/2 poles to the beginning, containing 130 acres, more or less.

THIRD TRACT: Beginning at a stone on the West side of the turnpike road, running thence with the meanders of said road in a straight line N. 37 W. 51 poles to a stone and sassafras on the same side of the pike, thence S. 70 W. 28 poles to a stone Skillman's corner, thence S. 21-1/4 E. 45 poles to a stone Skillman's corner in Miller's line, thence N. 75-3/4 E. 42 poles to the beginning, containing 10-1/2 acres, more or less.

There is EXCEPTED out of the above described boundary two tract of land conveyed by J. F. Jolly to Robert Jolly by deeds dated February 23, 1940, and March 19, 1943, and recorded in Deed Book 80, Page 601, and Deed Book 82, Page 282, respectively. This excepted property is the same property shown in this deed in the source of title.

There is further EXCEPTED out of the above described property a tract of land containing 130 acres, more or less, sold by Robert Jolly et ux, to William R. Monin, et ux, by deed dated February 27, 1979, which deed is recorded in Deed Book 151, at Page 580, in the Breckinridge County Court Clerk's Office.

There is further EXCEPTED out of the above described property a tract of land containing 3-1/2 acres, more or less, sold by Robert L. Jolly, et al, to Raymond T. Clark, et ux, by deed dated March ____, 1988 which deed is recorded in Deed Book 188, at Page 248, in the Breckinridge County Court Clerk's Office.

There is further EXCEPTED and NOT CONVEYED by Mary L. Jolly, widow and unmarried, certain property described in a deed dated June 18, 1998, conveyed by Robert L. Jolly and Mary L. Jolly, his wife, to the Commonwealth of Kentucky, which deed is recorded in Deed Book 254, at Page 667, in the Breckinridge County Clerk's Office, to which deed reference is hereby made for a more particular description of the excepted property and easement described in said deed.

The property herein conveyed is the same property whereby Mary L. Jolly conveyed an one-half (1/2) interest to Thomas M. Skillman and Laura Skillman, his wife, and an one-half (1/2) interest to Keith P. Small and Bettye S. Small, his wife, by deed dated June 1, 2001, and recorded in Deed Book 274 at page 685 in the Breckinridge County Clerk's Office.

Parcel ID 59-1

DEED II

Tract I

A certain lot or parcel of land in Breckinridge County, Kentucky, about three miles West of Hardinsburg, Ky on Federal Highway No 60 and on the South side thereof and bounded as follows:

Beginning at a point in the South right of way line of Highway No 60 where a branch crosses the said highway, Thence with the said highway in an Eastwardly direction 140 yards to the Zeno Miller line, Thence at Right Angles with the said Highway Southwardly 10 yards to a branch, Thence Westwardly with the said branch as it meanders to its intersection with the branch that crosses U.S. Highway No 60, Thence with said branch in a Northwardly direction to the beginning containing one half acres more or less.

Tract II

A certain tract or parcel of land, situate lying and being in the County of Breckinridge, State of Kentucky, and bounded and described as follows, to-wit:

Beginning in the West line of the Zeno Miller tract South of U.S. Highway 60 at a point where Robert Jolly tract intersects with the Zeno Miller line, thence with the Zeno Miller line in a southwardly direction a distance sufficient to enclose a three and one half acre tract, thence westwardly to a branch running from the Skillman land to and under Highway 60, thence running northwardly along said branch to a point where a branch running East and West intersects with said branch, and is the South West corner of a lot conveyed to Robert Jolly and wife by Frank Jolly and Esther Jolly, his wife, thence running Eastwardly along said branch as it meanders to the beginning, containing three and one half acres, more or less.

THERE IS, HOWEVER, EXCEPTED out of the above described property, a certain tract of land heretofore conveyed by Raymond T. Clark and Essie Clark, husband and wife, to the Commonwealth of Kentucky for the use and benefit of the Transportation Cabinet, Department of Highways, dated January 30, 1999 and recorded in Deed Book 258, page 184, Breckinridge County Clerk's Office, containing .267 acres, more or less, to which deed reference is hereby given for a more particular description of said property.

BEING THE SAME PROPERTY conveyed to Keith P. Small and Bettye Sue Small, his wife, and Thomas M. Skillman and Laura Skillman, his wife, from Raymond T. Clark, unmarried widower, by Deed of Conveyance dated November 6, 2008 and recorded in Deed Book 336, Pages 3-5 in the Breckinridge County Clerk's Office.

Parcel ID 44-23-1

BEING a 63.468 acre tract located on the westerly side of US Highway 60 and the easterly side of Skillman-Monarch Lane, west of the city of Hardinsburg, Breckinridge County, Kentucky, more particularly described as follows:

BEGINNING at a set 5/8" rebar on the westerly right-of-way of US Highway 60 corner to K. P. Small (DB 168 PG 97) and S. B. Skillman (DB 444 PG 558); THENCE with the westerly right-of-way of US Highway 60 the following chordal courses: S 50 deg. 38 min. 28 sec. E., 459.71' to a found concrete right-of-way monument; THENCE S 58 deg. 36 min. 43 sec. E., 193.72' to a set 5/8" rebar; THENCE S 51 deg. 17 min. 13 sec. E., 381.18' to a found concrete right-of-way monument; THENCE S 41 deg. 56 min. 12 sec. E., 127.88' to a set 5/8" rebar corner to K. P. Small (DB 274 PG 685); THENCE leaving said highway with K. P. Small S 05 deg. 26 min. 40 sec. W., 641.77' to a set 5/8" rebar;

THENCE S 16 deg. 59 min. 07 sec. E., 730.91' to a set 5/8" rebar in the line of R. A. Martin (DB 326 PG 582); THENCE with R. A. Martin S 79 deg. 58 min. 38 sec. W., 1216.17' to a set 5/8" rebar; THENCE leaving said R. A. Martin with a new line in said S. B. Skillman N 16 deg. 53 min. 15 sec. W., 1949.54' to a found ½" rebar corner to T. M. Skillman (DB 165 PG 246); THENCE with T. M. Skillman N 13 deg. 25 min. 01 sec. W., 234.02' to a found 5/8" steel rod; THENCE N 76 deg. 33 min. 01 sec. W., 23.09' to a set 5/8" rebar on the easterly right-of-way of Skillman-Monarch Lane; THENCE with the easterly right-of-way of Skillman-Monarch Lane the following chordal courses: N 45 deg. 35 min. 22 sec. E., 98.09' to a found concrete right-of-way monument; THENCE N 48 deg. 22 min. 23 sec. E., 56.49' to a found concrete right-of-way monument; THENCE N 43 deg. 43 min. 57 sec. E., 164.96' to a found concrete right-of-way monument; THENCE N 60 deg. 37 min. 11 sec. E., 51.67' to a set 5/8" rebar corner to said K. P. Small (DB 168 PG 97); THENCE leaving said Skillman-Monarch Lane with K. P. Small S 81 deg. 49 min. 43 sec. E., 518.27' to the POINT OF BEGINNING and CONTAINING 63.468 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373, the completion date of the boundary survey being February 28, 2022, per Job No. 22-110.

Unless stated otherwise, any monument referred to herein as a set 5/8" rebar@ is a 5/8" diameter steel concrete reinforcing rod, eighteen inches (18") in length, with a yellow plastic cap stamped "T.W. Smith LS 2373". The basis of bearing stated herein is based on GPS North, NAD 83, NAVD 88, GRS 80, GRID North.

The above described tract is subject to any other easements, right-of-ways, restrictions, overlaps, vacancies, uncertainties, planning and zoning requirements either implied or of record.

NOTE: Deed Book references shown hereon were used for survey purposes only and may not be the complete legal title source. The above legal description is part of a plat illustrating said survey. This plat should be consulted concerning any additional information about said survey.

BEING a part of the same property conveyed to Kathy Ann Anthony, Trustee, from Thomas M. Skillman and Laura Skillman, his wife, and Bettye Sue Small and Keith Small, her husband, by deed dated May 2nd, 2022 and recorded in Deed Book 447 at Pages 647 in the Breckinridge County Clerk's Office.

LESS AND EXCEPT the following:

BEGINNING at a 1/2" rebar found located along the southern right-of-way line of Skillman-Monarch Lane having Kentucky State Plane Coordinates NAD1983 (NSRS 2011), South Zone (1602), Northing 2173779.04, Easting 1423595.67, said 1/2" rebar being the northeast corner of Thomas M. Skillman; thence with the southern right-of-way of Skillman-Monarch Lane the following four (4) courses and distances, 1) N45°32'17"E, a distance of 97.82 feet to a 6"x6" concrete monument found; thence N48°21'53"E, a distance of 56.48 feet to a point; thence N43°43'27"E, a distance of 164.94 feet to a 6"x6" concrete monument found; thence N60°37'20"E, a distance of 51.88 feet to a rebar with cap stamped Smith 2373 found; thence leaving the southern right of way of Skillman-Monarch Lane and with the southern line of Keith P. and Bettye Sue Small S81°49'30"E, a distance of 518.31 feet to a rebar with cap stamped Smith 2373 found along the western right of way of Highway 60; thence leaving the line of Keith P. and Bettye Sue Small and with the western right-of-way of Highway 60 the following four (4) courses and distances, 1) S50°39'09"E, a distance of 459.63 feet to a 6"x6" concrete monument found; 2) thence S58°35'02"E, a distance of 193.68 feet to a rebar with cap stamped Smith 2373 found, said rebar with cap being 1.42 feet northeast of a disturbed 6"x6" concrete monument found; 3) thence S51°19'06"E, a distance of 381.20 feet 6"x6" concrete monument found; 4) thence S41°50'01"E, a distance of 127.90 feet to a rebar with cap stamped Smith 2373 found, said rebar with cap also being the northern corner of Thomas M. and Laura Skillman & Keith P. and Bettye S. Small; thence leaving the western right of way of Highway 60 and with the western boundary line of Thomas M. and Laura Skillman & Keith P. and Bettye S. Small S05°26'08"W, a distance of 108.37 feet to a point; thence leaving the western boundary line of Thomas M. and Laura Skillman & Keith P. and Bettye S. Small the following three (3) courses and distances, 1) S89°29'46"W, a distance of 940.68 feet to a point; 2) thence S81°15'23"W, a distance of 307.83 feet to a point; 3) thence with the southern easement line of a 125 foot Big Rivers Electric Corporation transmission easement S55°12'20"W, a distance of 211.91 feet to a point in the eastern line of The Allen M. Skillman Trust; thence with the eastern line of The Allen M. Skillman Trust N16°53'10"W, a distance of 626.80 feet to a 1/2" rebar found at the northeast corner of The Allen M. Skillman Trust and the

southeast corner of Thomas M. Skillman; thence leaving the eastern line of The Allen M. Skillman Trust and with the eastern line of Thomas M. Skillman the following two (2) courses and distances, 1) N13°24'42"W, a distance of 234.04 feet to a 3/4" iron rod found; 2) thence N76°30'03"W, a distance of 23.00 feet to the POINT OF BEGINNING containing 1,062,326 square feet or 24.388 acres, more or less.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)

ACH Payment Form

Landowner Information

Landowner Name	
Phone Number	

Banking Information

Bank Name	
Bank Address	
Representative Contact	Name
	Phone
	E-mail
Account Name	
ACH Routing Number	
Alternate (Wire) Routing #	
Account Number	

For Land Department ONLY

LPM Number	ADD LPM #
L/O or L/W Number	ADD L/O or L/W #

By submitting this document you are authorizing EDP Renewables North America LCC and its affiliates to deposit payments for services rendered or goods provided directly into the account at the financial institution listed above. According to NACHA rules, if EDPR erroneously deposits funds into the designated account, you authorize the financial institution to initiate the necessary transaction(s) to correct the error. See <https://www.achrulesonline.org/> for more information.

I HEREBY DESIRE TO OPT OUT FROM RECEIVING PAYMENTS BY ACH AT THIS TIME (check box if applicable).

LEASE AGREEMENT
 (#KY-HAR1-015)

This Lease Agreement (this "Agreement") is made, dated and effective as of May 27, 2020 (the "Effective Date"), between **Paul E. Williams and Patsy L. Williams, Trustees of the Williams Revocable Living Trust dated September 20, 2006** (collectively, "Owner"), and **OSER LLC, a Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated June 20, 2019 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 349.60 acres located in Breckinridge County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). The Property includes the portion described in Exhibit A-1 attached hereto ("Timber Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibits A or A-1 Lessee may modify the Exhibits to correct the inaccuracies or insufficiencies, and shall notify Owner of such modification.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of

the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the "Project"). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner's rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement ("Initial Term") commenced upon [REDACTED] and will continue until the later of (a) [REDACTED] [REDACTED] (the "Commercial Operation Date"), or (b) [REDACTED] Lessee may elect to extend the Initial Term [REDACTED] [REDACTED] The Initial Term plus either or both of such additional [REDACTED] terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to [REDACTED] [REDACTED]

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed ("Start of Construction") in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a "Project Site"). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

4. Payments.

4.1 Rent. In consideration of the rights granted hereunder, (a) [REDACTED] [REDACTED] (b) Lessee will pay Owner the following amounts:

- (a) Initial Rent. (a) [REDACTED] [REDACTED] [REDACTED]
- (b) [REDACTED] [REDACTED] [REDACTED]

[REDACTED] and (c) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, Lessee will pay Owner [REDACTED]
[REDACTED] The payments for a meteorological monitoring station shall be made [REDACTED]
[REDACTED]

(b) Operational Rent. [REDACTED]
[REDACTED]
[REDACTED] (“Operational Rent”).

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1 – 9	[REDACTED]
10 – 19	[REDACTED]
20 – 29	[REDACTED]
30 – end	[REDACTED]

Notwithstanding the foregoing, for purposes of calculating Operational Rent for a Project Site (a) [REDACTED]
[REDACTED]
[REDACTED] and (b) [REDACTED]
[REDACTED]

4.2 Inflation Adjustment. The amount of Operational Rent shall be adjusted annually by the increase or decrease in the [REDACTED]
[REDACTED] (“Index”), [REDACTED]
[REDACTED] Any annual increase in the Index [REDACTED] shall be included in the computation of annual adjustments in subsequent years. The base for computing the increase or decrease in the Index for this purpose shall be [REDACTED]
[REDACTED] (the “Beginning Index”). The adjustment shall be effective for every full calendar year following such Commercial Operation Date. [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] If the Index is discontinued or revised during the Term, such other government index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

4.3 Overhead Power Lines, Underground Collection Lines, Roads. Lessee will pay Owner, as applicable, the following additional amounts [REDACTED]

(a) If overhead power lines are installed by Lessee on or over the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]

(b) If underground collection lines are installed by Lessee under the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]

(c) If new roads are constructed by Lessee on the Property outside of a Project Site pursuant to Section 8.6, [REDACTED]

Each of the additional payments under Sections 4.3(a), (b) and (c) above shall be adjusted annually by the increase or decrease in the Index (but not more than 5% per year), at the same time and in the same manner as adjustments in Operational Rent pursuant to Section 4.2. Any annual increase in the Index above 5% shall be included in the computation of annual adjustments in subsequent years.

4.4 Substation, Switchyard, etc. If Lessee intends to install the electric substation or switchyard pursuant to Section 10.1, or an operations & maintenance building, on the Property outside of a Project Site, then Lessee may lease or purchase the actual acreage occupied by the substation, switchyard or building (the "Control Property"). In the event of any such installation outside of a Project Site, [REDACTED]

[REDACTED] If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. If Lessee elects to purchase the Control Property, Owner will sell and convey the same to Lessee upon and subject to the terms and conditions set forth in Exhibit B attached to and made a part of this Agreement.

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 Lessee and Owner. Lessee shall pay personal property taxes [REDACTED]

[REDACTED]

[REDACTED] Owner shall pay all taxes, assessments or other fees attributable to the underlying value of the Property itself or to facilities installed on the Property by Owner or others unrelated to Lessee or to Lessee's operations. The Solar Generating Equipment shall retain its nature as personal property and shall not become real property, even if buried in or otherwise affixed to the land. Owner and Lessee agree jointly to use commercially reasonable efforts to cause the Property not to be reclassified from its present agricultural or open space exemption (if any) as a result of this Agreement, provided that such agricultural or open space exemption can be preserved without interfering with Lessee's ability to develop, construct and operate Solar Facilities on the Property as contemplated hereunder. Lessee's obligations to Owner under this Section 6.1 shall remain in effect after termination of this Agreement until the Solar Facilities have been removed from the Property as required by Section 12.3.

6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. [REDACTED]

[REDACTED]

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the Project. Owner hereby grants Lessee the right to record a notice of final description (“Notice of Final Description”) to reflect the boundaries of each Project Site, or at Lessee’s election to record or re-record one or more Memorandums of Lease in the county’s Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make commercially reasonable efforts not to interfere with Owner’s agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee’s use of the Property under this Agreement, or else Lessee shall self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner’s own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee’s Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner’s shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, “Owner’s Indemnified Parties”) against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys’ fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner’s loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner’s Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner’s Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee’s members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, “Lessee’s Indemnified Parties”) against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys’ fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act

or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the construction and operation of the Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.

(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property,

and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will “rip” such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where Related Facilities have been installed, and in areas disturbed by Lessee’s construction on the Property. Owner may spray to control weeds up to the edge of the Project Site.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage. If Lessee causes the destruction of existing growing crops on any part of the Property which is located outside of the Project Site or the boundaries of any Related Facilities, Lessee shall compensate Owner as calculated below (the “Crop Damage Payment”). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] If Owner does not have yield records available, the Parties will use FSA records or other commonly used yield information available for the area. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. [REDACTED]

[REDACTED]

(e) Gates and Fences. If Owner’s Property is fenced, all of Lessee’s newly constructed access roads located on the Property shall be gated by Lessee at Lessee’s expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner’s existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of

vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed. If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems.

(g) Resources. Lessee may use caliche, gravel and water from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

(k) Timber Property. If Lessee builds Solar Facilities on the Property, Lessee may clear timber from the Timber Property as needed for construction and operation of the Solar Facilities. [REDACTED]

[REDACTED] Owner will be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and if timely removed, Owner shall retain its full value.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local

law, ordinance, or regulation promulgated thereunder ("Environmental Laws") relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner's views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM.

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall immediately cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, "Owner's Structures") closer than five (5) times the height of any such Owner's Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar

Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes; and (b) Lessee shall be entitled to consume water from the Property for both onsite and offsite Solar Energy Purposes [REDACTED]

8.4 Liens and Tenants. Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to

be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 Access. Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities; and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas,

sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. For safety reasons, hunting is prohibited on the Property after the Start of Construction.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an “Assignee” is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee’s business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in any Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or

thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder's partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee's or such Assignee's partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default [REDACTED]

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each Party's combined obligations under such new agreements do not exceed such Party's obligations under this Agreement) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, [REDACTED]

[REDACTED] and (ii) in the event of a termination of any such new lease agreement, [REDACTED]

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines. In connection with the exercise of the rights of Lessee hereunder to utilize the Property for Solar Energy Purposes, Lessee, in its sole discretion and without further act or consent of Owner, shall have the right to grant to any utility or other duly authorized entity the right to construct, operate and maintain electric transmission, distribution, interconnection or switching facilities on the Property pursuant to any standard form of easement or other agreement used or proposed by the utility or other entity, *provided, however* that no perpetual easement shall be granted without Owner's prior written consent. Alternatively, at Lessee's election, and with Owner's consent, Owner agrees either to (a) grant such rights directly to such utility or other entity, or (b) convey title to such portion of the Property to the utility or other entity by deed or other conveyance. In the event Lessee exercises the foregoing rights or election, and in lieu of payment to Owner by the utility or other entity, Lessee will make a one-time payment to Owner equal to 150% of the fair market value for its current land use of the actual acreage occupied or to be occupied by such facilities. If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. Half of such one-time payment will be payable [REDACTED], the other half will be payable [REDACTED].

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, [REDACTED]. [REDACTED] Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an

Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection. In the event that any mortgage, deed of trust or other security interest in all or any portion of Lessee's interest in this Agreement, the Lease, the Property, a Project Site or in any Solar Facilities is entered into by Lessee (a "Leasehold Mortgage"), then any person who is the mortgagee of a Leasehold Mortgage (a "Leasehold Mortgagee") shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 11. Lessee or any Leasehold Mortgagee shall send written notice to Owner of the name and address of any such Leasehold Mortgagee, as well as any change of the name or address of any Leasehold Mortgagee.

11.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Leasehold Mortgagee shall have the absolute right to: (a) assign its security interest; (b) enforce its lien and acquire title to the leasehold and/or easement estate by any lawful means; (c) take possession of and operate the Solar Facilities or any portion thereof and to perform all obligations to be performed by Lessee hereunder, or to cause a receiver to be appointed to do so; and (d) acquire the leasehold and/or easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold and/or easement estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered leasehold and/or easement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

11.2 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay (i) when due any rent or other monetary obligation of Lessee under this Agreement other than real property taxes, or (ii) prior to delinquency any real property taxes (unless Owner did not deliver the applicable tax bill to Lessee at least 10 business days prior to the applicable tax delinquency date). Any other event of default is a "non-monetary default."

(b) The Leasehold Mortgagee shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after delivery of notice of default, plus, in each instance, the following additional time periods: (i) 60 days, for a total of 120 days after delivery of the notice of default in the event of any monetary default; and (ii) 60 days, for a total of 120 days after delivery of the notice of default in the event of any non-monetary default; *provided* that such 120-day period shall be extended for a non-monetary default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of Lessee's interest in the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself

for the Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. If a Leasehold Mortgagee's delay in curing a non-monetary default causes damages to Owner, Owner shall have the right to reimbursement for all actual costs thereof.

(c) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's leasehold or easement estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee's leasehold or easement estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee's leasehold or easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on such party by this Agreement so long as such Leasehold Mortgagee or other party has ownership of the leasehold and/or easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement or any interest therein as long as all material obligations of Lessee under the terms of this Agreement are performed by Lessee or a Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this

Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any

provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, at no out-of-pocket cost to Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate. Lessee shall have the right to terminate this Agreement as to all or any part of the Property at any time and without cause, effective upon written notice to Owner from Lessee. If Lessee terminates this Agreement as to the entire Property prior to the Start of Construction, Lessee will provide Owner with a summary of any solar measurements on the Property.

12.2 Owner's Right to Terminate. Except as qualified by Section 9 or 11, Owner shall have the right to terminate this Agreement if (a) a material default in the performance of Lessee's obligations under this Agreement shall have occurred and remains uncured, (b) Owner notifies Lessee in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, (c) the default shall not have been remedied within 60 days after Lessee receive the written notice, or, if cure of any non-monetary default will take longer than 60 days, Lessee has not begun diligently to undertake the cure within 60 days and thereafter prosecutes the cure to completion unless unable to do so due to Force Majeure (as defined in Section 13.1).

12.3 Effect of Termination. Upon termination or expiration of this Agreement, Lessee shall, as soon as practicable thereafter, remove all Solar Facilities from the surface of the Property down to a depth of three feet. All Property disturbed by Lessee shall be restored to a condition reasonably similar to its condition prior to Start of Construction, except that Lessee shall not be required to remove any Transmission Facilities owned by a public utility, or any roads, or restore the original grade of any land or any cleared timber, or plant any trees, crops or other plants. Reclamation shall include, as reasonably required, leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion. Reclamation shall also include environmental remediation in the event that Lessee contaminates the Property in violation of Section 7.7 hereof.

[REDACTED]

12.4 Security for Removal. On such date as may be required by county or state regulations, but not later than 15 years after the Commercial Operation Date, Lessee shall provide security ("Removal Bond") to cover the estimated removal costs associated with the Solar Facilities then on the Property pursuant to Section 12.3. The Removal Bond shall be, at Lessee's option, either a removal bond from an individual or entity engaged in the construction business

and reasonably acceptable to the Parties, a surety bond from an insurance company with a Best's Rating of not less than A, a corporate guarantee (from a financially responsible entity that is reasonably acceptable to the Parties and whose credit rating is investment grade), a letter of credit issued by a financial institution reasonably acceptable to the Parties, a cash deposit, or other security reasonably acceptable to both Parties. The amount of the Removal Bond shall be based on a written estimate from a reputable construction company selected by Lessee and reasonably acceptable to Owner, which sets forth such company's estimate of the cost of removal minus estimated salvage value. In the event the county or other governmental authority requires Lessee to provide security for removal or decommissioning of a Project which includes Solar Facilities on the Property, Lessee may provide a single Removal Bond that benefits Owner and the governmental authority, all in a manner consistent with the requirements of the governmental authority, and the governmental authority shall have access to the Property pursuant to reasonable notice to effect or complete the required removal or decommissioning. In order to maximize the economies of scale associated with the removal of a Project which includes Solar Facilities on the Property, Lessee may elect to have the net removal costs of the Solar Facilities on the Property calculated on the basis of the Project and not on such costs solely for the Property, and the Removal Bond may be provided on that basis. In addition, to the extent the removal and restoration requirements set forth in Section 12.3 and this Section 12.4 conflict with the requirements of any State or local permitting entity for construction and operation of the solar energy project being developed by Lessee (the "Permitting Requirements"), such Permitting Requirements shall prevail and control over the removal and restoration requirements in this Agreement and Lessee shall be obligated to perform such Permitting Requirements instead of any conflicting requirements hereunder.

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (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 or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this

Agreement to Owner's family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee's development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Paul E. Williams and Patsy L. Williams

████████████████████
████████████████████

Telephone:

Email:

If to any Assignee:

If to Lessee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel
Phone: (510) 267-8921
Fax: (510) 267-8911

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.**

13.7 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. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 Memorandum. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located ("Real Property Records") at Lessee's expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may correct such inaccuracy in order to accomplish the intent of Lessee and Owner.

13.10 Tax and Renewable Energy Credits. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee's option, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures to follow on next page.]

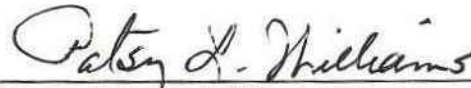
IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”

**Paul E. Williams and Patsy L. Williams,
Trustees of the Williams Revocable Living
Trust dated September 20, 2006**



Name: Paul E. Williams, Trustee



Name: Patsy L. Williams, Trustee

“Lessee”

**OSER LLC,
a Delaware limited liability company**

By: 

Name: Michael Haas

Title: President

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Breckinridge County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 44-26

A certain tract or parcel of land lying and being about 2½ miles West of Hardinsburg, in Breckinridge County, Kentucky, and bounded and described as follows:

BEGINNING at a stone on the North side of U.S. Highway No. 60 and corner to Robert Jolly; thence with Jolly's line North 29½ deg. East 39-¾ poles to a stone, Jolly's corner; thence with Jolly's line North 14¼ deg. East 158½ poles to a stone, Jolly's corner; thence with Jolly's line North 71-¾ deg. East 75½ poles to a stone corner to Jolly and William Rhodes; thence with Rhodes, North 42-¾ deg. West 74 poles to a stone, Rhodes' corner; thence continuing with Rhodes, North 31-¾ deg. West 55½ poles to a stone, corner to Rhodes and J.M. Hinton; thence with Hinton, South 67½ deg. West 141½ poles to a white oak, Hinton's corner; thence again with Hinton's line North 28 deg. West 114 poles to a stone, Hinton's corner; thence ,with Hinton, South 67 deg. West 81 poles to Mrs. Rayborne's and Hinton's corner; thence first with Rayborne and then F. Hardison, South 23 deg. East 90½ poles to a stone, Hardison's corner; thence South 40 deg. West 34 poles to a white oak tree, Hardison's corner; thence continuing with the lines of Hardison, South 73 deg. West 51½ poles to a stone on the East side of U.S. Highway No. 60, Hardison's corner; thence with the East side of the highway South 7 deg. East 32 poles to a stone, King's corner; thence leaving the highway and with King's line North 58 deg. East 58½ poles to a stone, King's corner; thence with King's line North 41 deg. East 35½ poles to a stone, King's corner; thence continuing with King, North 75 deg. East 29 poles to a stone, King's and J. W. Daugherty's corner; thence with Daugherty's line South 16 deg. East 66½ poles to a stone, Daugherty's corner; thence with Daugherty, South 9 deg. East 84 poles to a stone, Daugherty's corner; thence with his line South 86 deg. East 10 poles to a stone, Daugherty's corner; thence with another of his lines South 2½ deg. West 12 pole to a stone on the North side of U.S. Highway No. 60, Daugherty's corner; thence with the North side of the highway, South 65 deg. East 133 poles to the beginning and containing 349.6 acres.

There is however EXCEPTED out of the above described property a certain tract of land conveyed by deed from E.L. Goodman, Trustee, for The Janelle Marie Edlin Trust, E. L. Goodman, Trustee, for the Julie Renee Edlin Trust, E. L. Goodman, Trustee, for the Jonathan James Edlin Trust, E. L. Goodman, Trustee, for the Edith Adele Nash Trust, and E. L. Goodman, Trustee, for the Erin Elizabeth Nash Trust to George E. Bennett and Margaret M. Bennett, his wife, dated March 9, 2000 and recorded in Deed Book 265, page 654, said clerk's office, containing 2.868 aces, more or less, and being more particularly described as follows, to-wit:

Being a 2.868 acre tract of land in the community of Hardinsburg, Breckinridge County, Kentucky, more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "5/8" rebar" is a set 5/8" diameter steel concrete reinforcing rod eighteen inches (18") in length, with a yellow plastic cap stamped "T.W. Smith. LS 2373". All bearings stated herein are based on the R/W plans for Proposed U.S. HWY. 60. BEGINNING at a (set) 5/8" rebar on the easterly right-of-way of existing U.S. HWY. 60 corner to K. Critchelow (DB 194 PG 401); THENCE with the easterly right-of-way of said U.S. HWY. 60 N 08 deg. 56 min. 00 sec. W. 450.89' to a (set) 5/8" rebar corner to G. Bennett (DB 198 PG 399); THENCE leaving said existing U.S. HWY. 60 with said G. Bennett N 77 deg. 46 min. 27 sec. E., 266.16' to a (set) 5/8" rebar on the westerly right- of-way of proposed U.S. HWY. 60; THENCE with the westerly right-of-way of said proposed U.S. HWY. 60 S 23 deg. 33 min. 17 sec. E., 347.10' to a (set) 5/8" rebar corner to said K. Critchelow; THENCE leaving said proposed U.S. HWY. 60 with said K. Critchelow S 60 deg. 49 min. 19 sec. W. 376.61' to the POINT OF BEGINNING and CONTAINING 2.868 Acres (more or less) according to a physical survey by Timothy W. Smith, PLS 2373, during February 2000 per Job No. 00-135.

There is ALSO EXCEPTED out of the above described property a certain tract of land conveyed by deed from the Erin Elizabeth Nash Trust, the Edith Adele Nash Trust, the Jonathan James Edlin Trust, the Julie Renee Edlin Trust, the Janelle Marie Edlin Trust, by E. L. Goodman, Trustee, to the Commonwealth of Kentucky, for the use and benefit of the Transportation Cabinet, Bureau of Highways, dated May 3, 2000 and recorded in Deed Book 267, page 47, said clerk's office, to which deed reference is hereby given for a more particular description of said property.

There is ALSO EXCEPTED out of the above described property a certain tract of land conveyed by deed from Hazel M. Goodman, Trustee, for The Janelle Marie Edlin Trust, Hazel M. Goodman, Trustee, for the Julie Renee Edlin Trust, Hazel M. Goodman, Trustee, for the Jonathan James Edlin Trust, Hazel M. Goodman, Trustee, for the Edith Adele Nash Trust, and Hazel M. Goodman, Trustee, for the Erin Elizabeth Nash Trust to William R. Monin and Brenda Monin, his wife, dated January 11, 2002 and recorded in Deed Book 279, page 473, said clerk's office, containing 0.057 acres, more or less, and being more particularly described as follows, to-wit:

A certain tract or parcel of land being approximately 2.5 miles West of Hardinsburg on U.S. Highway 60 and being bounded and described as follows:
Beginning at a corner stone on the north side of U.S. Highway 60 and corner to William Monin (see D. B. 153, PG 183); thence with the Jolly-Goodman line N 29½ deg. E 70'; thence severing the Goodman Home Farm Trust tract in a southwesterly direction 75' to the north right-of-way boundary of U.S. Highway 60; thence following said right-of-way in an easterly direction 70' to the beginning and consisting of a triangle of approximately 2500' and 0.057 acres, more or less.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)

EXHIBIT A-1

Legal Description of the Timber Property

ALL THAT CERTAIN real estate lying and being situated in Breckinridge County, Kentucky, being more particularly bounded and described as follows:

N/A

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A-1 to correct such inaccuracies or insufficiencies)

EXHIBIT B

Purchase and Sale of Control Property

1. Control Property. Pursuant to Section 4.4 of the body of this Agreement, Lessee may elect to purchase the Control Property. As provided in Section 4.4, the purchase price for the Control Property shall be [REDACTED]

2. Closing. By written notice to Owner delivered before the closing of the sale (the "Closing"), Lessee will designate the proposed date, time and location of the closing for the purchase of the Control Property. At the Closing, Lessee will pay or cause to be paid any and all recording or conveyancing taxes and transfer fees incurred in connection with the sale to Lessee. Ad valorem taxes for the Control Property for the calendar year of the Closing for the purchase will not be prorated between the Parties and shall be the responsibility of Lessee or its designee. At the Closing, Owner shall deliver to Lessee (i) a special warranty deed (the "Deed") conveying good and indefeasible fee simple title to the Control Property and all improvements thereon free and clear of all liens, encumbrances and other title exceptions, except the Permitted Encumbrances (as defined below); (ii) a non-foreign certificate required by Section 1445 of the Internal Revenue Code of 1986, as amended; and (iii) such other documents or instruments as are reasonably requested by Lessee or Lessee's title company to close the transaction, including, without limitation, a seller's affidavit in the form typically required by a title company to enable the title company to issue an extended coverage title insurance policy. The Deed shall contain a waiver of surface rights for the exploration, development and production of oil, gas and other minerals. As used herein, the term "Permitted Encumbrances" shall mean and refer to only (x) those easements, covenants, restrictions, rights of way and other encumbrances affecting the Control Property that are evidenced of record as of the Effective Date in the Real Property Records, except that the Permitted Encumbrances shall not include, and Owner shall obtain a satisfaction and release on or before the Closing of, any monetary liens, including, without limitation, any and all mortgages, mechanics liens, financing statements and judgment liens encumbering the Control Property; and (y) any other matters affecting the Control Property executed after the Effective Date with Lessee's prior written consent.

3. Subdivision and Other Approvals. Lessee shall take all actions and pay all costs of obtaining any governmental approvals (the "Approvals") required to partition the Control Property from the balance of the Property, so that the Control Property constitutes a legal lot that can be conveyed to Lessee or Lessee's designee as contemplated by this Agreement. The Approvals shall be on terms and conditions satisfactory to Lessee, in Lessee's sole discretion. Owner agrees to join in executing any applications and requests reasonably required by Lessee in connection with Lessee's pursuit of the Approvals, to support approval of such applications and requests, and to otherwise cooperate with Lessee in the processing and pursuit of such applications and requests.

4. Actual Acreage. The actual acreage of the Control Property shall be subject to confirmation in an ALTA survey to be obtained by Lessee at Lessee's expense.

5. Breach. In the event that a Party breaches its obligations at the Closing, the other Party shall have the right to seek the remedy of specific performance of the defaulting Party's obligations.

Recording Requested By and
When Recorded Return to:

Clover Creek Solar Project LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
(510) 267-8921
Attn: General Counsel

#KY-HAR1-023T
Breckinridge County, Kentucky

EASEMENT AGREEMENT
FOR COLLECTION FACILITIES

THIS EASEMENT AGREEMENT FOR COLLECTION FACILITIES (this "Agreement") is made, dated and effective as of August 19, 2021 (the "Effective Date"), between **Benjamin L. Burke** ("Owner"), and **Clover Creek Solar Project LLC**, a Delaware **limited liability company** ("Grantee").

Owner is the sole owner of certain real property consisting of approximately 2.49 acres of land in Breckinridge County, Kentucky, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property"), and Grantee desires to use a portion of the Property for collection facilities in connection with a solar farm being developed by Grantee (the "Solar Farm"). The Property is the same property conveyed to Owner by deed dated July 31, 2020, of record in Deed Book 429, Page 412, in the Office of the Clerk of Breckinridge County, Kentucky.

For good and valuable consideration, the legal sufficiency of which is hereby acknowledged by both parties, Owner and Grantee agree as follows:

1. Addresses. All notices, requests and communications in connection with this Agreement shall be addressed as follows:

If to Owner: Benjamin L. Burke
[Redacted]
[Redacted]

If to Grantee: Clover Creek Solar Project LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attention: General Counsel

2. Grant of Collection Easement. Owner grants to Grantee three easements (each a "Collection Easement", and collectively the "Collection Easements") in, on, under, along and across a portion of the Property approximately sixty feet (60') wide (each such portion of the

Property, the "Easement Area", and collectively, the "Easement Area") located in approximately the area depicted as "Easement Area" on Exhibit A-1 attached hereto and incorporated herein, for the right to construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time: underground wires and cables, for the collection and transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances, fixtures and surface markers for use in connection with said wires and cables in, on, under, along and across the Easement Area. Said wires, cables, appliances, fixtures, surface markers, and related facilities are herein collectively called the "Collection Facilities."

3. Payment. In consideration of the rights granted hereunder, Grantee agrees to pay Owner during the Term the amounts set forth in the Fee Schedule attached hereto (the "Fee Schedule").

4. Early Termination. If Grantee has not commenced construction of the Solar Farm ("Start of Construction") [REDACTED] Owner may terminate this Agreement [REDACTED] and upon such termination, there shall be no further obligations of either party.

5. Term and Termination.

5.1. Unless earlier terminated, this Agreement shall be for an initial term (the "Term") commencing on [REDACTED] and continuing until the later of (a) [REDACTED] [REDACTED] or (b) [REDACTED] [REDACTED]

5.2. An "Event of Default" shall exist under this Agreement if: (1) (A) Grantee fails to pay Owner any amount due hereunder, or (B) Grantee defaults in the performance of any other material covenant or agreement contained in this Agreement, and (2) either such default in (A) and (B) hereof continues uncured [REDACTED]

[REDACTED] Upon the occurrence of an Event of Default, Owner may terminate this Agreement [REDACTED]

5.3. Upon the expiration or earlier termination of this Agreement, Grantee shall promptly de-energize any electrical lines or facilities in, on or over the Easement Area, remove the Collection Facilities from the surface of the Easement Area, and restore said surface to substantially the same condition as the Easement Area were in on the date construction of Collection Facilities commenced thereon.

6. Construction Activities.

6.1. Construction Activities. During construction or reconstruction of the Collection Facilities, Grantee may use for such purposes an additional fifteen feet (15') of land on either or both sides of each Easement Area. Grantee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying more than five feet from the edge of the Easement Area during construction.

6.2. Drainage Tiles.

(a) At Grantee's option, either (i) Grantee will hire a local tiling firm to do any trenching work on the Property in connection with the installation of underground power lines, or (ii) Grantee will allow all of the landowners in the Project collectively to select a local tiling consultant to be present during trenching work for the Project, and Grantee will pay such consultant at standard local long-term rates. Grantee will install its underground power lines at least four feet (4') below the soil surface so long as soil conditions do not make it commercially impracticable to do so, unless Owner consents to a lesser depth. During construction, if Grantee encounters underground drainage tiles while trenching for underground lines, Grantee shall install its underground lines below the drainage tiles unless the drainage tiles are six feet or more below the surface, in which case Grantee shall install its underground lines above the drainage tiles.

(b) After the Commercial Operation Date, Grantee shall provide Owner with a site map showing the "as built" location of the underground lines on the Property (using GPS coordinates), and such "as built" site map shall include notations identifying the depth of all underground tiles and underground lines at any location where such items cross (using GPS coordinates with a deviation no greater than one inch). Grantee will also place field markers at the edge of fields and take any other measures that are required or the county permits to mark the location of the underground lines, provided that marker tape placed in the trenches for the underground lines shall be at a depth no less than two feet above the underground lines and at least two feet below the soil surface. After Owner's receipt of the "as built" site map, Owner shall notify Grantee at least seven days in advance of installing or repairing underground drainage tiles or doing other soil-disturbing activities at a depth greater than two feet below the soil surface in a location above or near Grantee's underground lines. Within seven days of Grantee's receipt of such notice from Owner (or promptly, in the case of an emergency described by Owner), Grantee, using its "as built" site maps, shall confirm for Owner the actual depth of the marker tape and underground lines in the location of the proposed installation or repair work. If the entirety of Owner's proposed installation or repair work will be conducted at a depth above the marker tape, then Owner may conduct such work without a representative of Grantee present and without further notice to Grantee, and Grantee shall be responsible for any damage to underground lines caused directly and solely by any inaccuracies in Grantee's notification of the depth of the marker tape and underground lines in the location of the work. If any of Owner's proposed installation or repair work will be conducted at a depth below the marker tape, then within 30 days of such notification, Grantee will send out a field representative to uncover the affected Grantee underground lines so that Owner can complete its soil-disturbing activities in a safe and professional manner; provided that Grantee shall not be required to so uncover its underground lines in response to Owner's notification more than two times per year (except in the case of an emergency). Owner shall deliver to Grantee's field representative a signed acknowledgement as soon as Grantee's field representative uncovers each such underground line, whereupon Owner shall indemnify Grantee for any damage to or interruption in service of such underground line(s).

Owner shall be responsible for replacing all marker tape in the trenches for the underground lines so that such marker tape remains in the same location as it was located prior to Owner's work.

(c) Upon completion of construction on the Property, Grantee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Grantee pursuant to Section 6.2. Such repair shall in any event be completed within one year from the date such damage occurred. Grantee shall have a continuing obligation to effect repairs to drainage tiles for any damage which persists beyond one year provided that such damage is related to the construction activities of Grantee. Once Owner has provided Grantee with written acceptance of the drainage repairs, Grantee shall be relieved of any obligation to effect further repairs unless Grantee shall cause new damage to drainage tiles or waterways.

6.3. Soil. Upon completion of construction on the Property, Grantee will restore the soil surface on any portion of the Property disturbed by Grantee more than five feet from the edge of the Easement Area. If Grantee causes compaction of any cultivated part of the Property located more than five feet from the edge of the Easement Area, Grantee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches.

7. Access. The Collection Easement is also for the right of ingress to and egress from the Solar Farm or the Collection Facilities (whether located on the Property, on adjacent property, or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time. The foregoing access rights include the right to improve and maintain existing roads and lanes.

8. Ownership of Collection Facilities; Taxes. Owner shall have no ownership or other interest in any Collection Facilities installed on the Property. Grantee may remove any or all Collection Facilities at any time in accordance with the terms hereof. [REDACTED]

[REDACTED] Owner shall pay all taxes, assessments or other fees attributable to facilities installed by Owner or others on the Property or to the underlying value of the Property itself.

9. Owner's Right to Use the Property; No Interference. Any right not specifically granted herein to Grantee is reserved by Owner. Owner retains the right to use the Property for all purposes not inconsistent with the rights granted to Grantee by this Agreement, *provided* that Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Collection Facilities, whether located on the Property or elsewhere; access over the Property to Collection Facilities; or the undertaking of any other activities permitted hereunder.

10. Costs and Maintenance. All costs and expenses incident to the construction, reconstruction, relocation, replacement, removal, maintenance and use of the Collection Facilities, including the trimming and cutting of any tree roots and underbrush shall be borne by Grantee. Grantee shall have the right to make all foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to the Collection Facilities, and to maintain and keep

the Easement Area in good order, repair and condition, including but not limited to trimming, cutting and removing tree roots and underbrush anywhere on the Property as reasonably necessary if any roots or other parts are within the Easement Area. When Grantee performs such maintenance activities, Grantee shall remove all debris created (such as, but not limited to, tree roots, underbrush, etc.) and dispose of such debris offsite.

11. Compliance with Laws; Setback Waiver. Grantee shall comply with all laws, regulations and rules governing the construction, reconstruction, relocation, replacement, removal, maintenance and use of the Collection Facilities. Owner hereby waives any setbacks that otherwise restrict the location of any solar equipment or Collection Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Grantee in obtaining written waivers of such setbacks and shall execute any documents reasonably requested by Grantee to evidence Owner's waiver of such setbacks.

12. Assignment. Grantee may assign this Agreement or its rights with respect to the Collection Easement, in whole or in part, without the need for Owner's consent. This Agreement and all easements and rights granted herein, including the Collection Easement, shall burden the Property and shall run with the Property. This Agreement and the Collection Easement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, heirs, successors and assigns and all persons claiming under them. Any sale or other transfer of the Property by Owner shall be subject to the Collection Easement and this Agreement. References to Grantee in this Agreement shall be deemed to include its assignees in possession of the Property.

13. Indemnity. (a) Grantee shall, at all times, save and hold harmless and indemnify Owner, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions to the extent caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors and employees, including, but not limited to, (i) all claims for personal injuries and property damage more than five feet from the edge of the Easement Area, (ii) damage to Owner's existing growing crops, (iii) damage to Owner's drainage tiles and waterways (which damage shall be repaired by Grantee, including use of a double wall pipe technique or placement of suitable fill material under the repaired or replaced tile as necessary to minimize settling, in Grantee's reasonable judgment in consultation with Owner), and (iv) the costs associated with soil compaction (as determined under Section 3(a) in the Fee Schedule). The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Easement Area. (b) Owner shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within the Easement Area, to the extent caused by the negligence or willful misconduct of Owner, its officers, partners, agents, contractors and employees.

14. Financing.

14.1. Grantee may collaterally assign, mortgage or otherwise encumber its interest in the Collection Easement and this Agreement to a Financing Party (as hereinafter defined) under a

Mortgage (as hereinafter defined). The term "Financing Party" means (i) any institution (including any trustee or agent of behalf of such institution) providing debt or other financing (including easement financing) to or for the benefit of Grantee or its successors or assigns, (ii) any counterparty under a power purchase agreement, renewable energy agreement or similar agreement that has been provided a Mortgage (as defined herein) by Grantee to secure obligations owing to such counterparty, and (iii) any tax equity investor in Grantee (until the "DRO Zero Date" or similar date that such tax equity investor has received a specified after-tax rate of return on its investment and has a balance in its respective capital account of at least zero). The term "Mortgage" shall mean any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest in this Agreement, the Collection Easement, the Collection Facilities, or the Property is collaterally assigned, mortgaged, pledged, conveyed, assigned or otherwise transferred or encumbered to secure a debt or other obligation to a Financing Party. A Financing Party who provides written notice to Owner of its Mortgage (if applicable), or of its position as a Financing Party, along with its address for notices, shall be referred to as "Lender."

14.2. Owner, upon providing Grantee any notice of (i) default under this Agreement or (ii) termination of this Agreement, shall at the same time provide a copy of such notice to each Lender. Such Lender shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Lender as if the same had been done by Grantee.

14.3. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default then exists under this Agreement to Owner's knowledge, if such be the case); (b) consents to assignment, (c) non-disturbance agreements, and (d) documents reasonably required by a title insurance company, in each case as Grantee or any Lender may reasonably request from time to time.

15. Miscellaneous.

15.1. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by (i) personal delivery (confirmed by the courier delivery service), (ii) facsimile and confirmed in writing by first class mail, or (iii) first class certified mail, postage prepaid, to the individuals and addresses indicated in Section 1 above. Any Notice to a Lender of an Event of Default or termination of this Agreement shall be delivered to the address indicated in Lender's notice sent to Owner under Section 14.1 hereof. Except as expressly provided herein, any Notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such Notice is only mailed by certified mail in which case it shall be deemed to be received five business days after the date that it is mailed. Any party may, by Notice to the other party, change the individual address to which Notices shall thereafter be sent.

15.2. Governing Law; Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party

shall not be employed in the interpretation of this Agreement, and is hereby waived. Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.

15.3. *Integration; Amendment.* This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto.

15.4. *Recording; Easement Area; Corrections.* Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the County Records. From time to time, Grantee may send a Notice to Owner containing a map or legal description of the Easement Area and such map or legal description shall be attached to this Agreement as Exhibit B. Grantee may record such Exhibit B in the County Records without the need for Owner's consent, so long as the location of the Easement Area as shown or described in such Exhibit B is consistent with the provisions of Section 2. In the event of any inaccuracy or insufficiency in the description of the Property or Easement Area in Exhibit A or Exhibit B, respectively, or in the description of the parties in whom title to the Property is vested, Grantee may record in the County Records an amendment or correction of this Agreement or of Exhibit A or Exhibit B, respectively, to correct such inaccuracy or insufficiency.

15.5. *Counterparts.* This Agreement may be executed in multiple counterparts, no one of which need be executed by all parties hereto, and each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.


IN WITNESS WHEREOF, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

“OWNER”


Name: Benjamin L. Burke

“GRANTEE”

**Clover Creek Solar Project LLC,
a Delaware limited liability company**

By: 
Name: Michael Haas
Title: President

COMMONWEALTH OF KENTUCKY

§
§
§

COUNTY OF Breckinridge

The foregoing instrument was acknowledged before me this 17th day of July, 2021
by Benjamin L. Burke

ERIN K. O'DONOGHUE
Commission ID 602091
NOTARY PUBLIC
STATE AT LARGE - KENTUCKY
My Commission Expires: 06/01/2022

Erin K. O'Donoghue
Notary Public Signature

Notary public
(Title or rank)

Commission ID# 602091
(Serial number, if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

§
§
§

COUNTY OF ALAMEDA

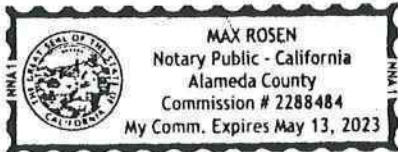
On August 19, 2021, before me, Max Rosen, a Notary Public, personally appeared Michael Haas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Notary Stamp/Seal]

Notary Public in and for the State of California



This instrument prepared by:

A handwritten signature in blue ink that reads "Brian D. Zoeller". The signature is written over a horizontal line.

Brian D. Zoeller
Frost Brown Todd LLC
400 W. Market Street
Suite 3200
Louisville, KY 40202-3363

Note to Clerk: This document is a utility easement, and it is exempt from the deed filing requirements listed in subsections (l)(c), (d), and (e) 382.185 of the Kentucky Revised Statutes.

Exhibit A

Description of Property

That certain real property of Owner located in Breckinridge County, Kentucky, to wit:

Tax Parcel 59-21A (2.49 acres)

A certain tract of land lying and being in Breckinridge County, Kentucky west of the city of Hardinsburg, said tract being the north side of Hwy. #992 approximately 843' from the intersection of Stanley Gray Road and being further bounds as follows:

All references to "a rebar (set)" being 1/2" x 18" steel w/id cap #2811 unless otherwise noted.

Beginning at a 3/4" pipe (found) in the north right-of-way of Hwy. #992 (approx. 30' from center), said pipe being the southwest corner of the Big Rivers R.E.C.C. (D.B. 111, Pg. 471); THENCE with the north right-of-way of 992, S-61-08-39-W a distance of 362.66' to a rebar (set), said rebar being a new division corner of the LeRoy and Marie Newby parent Tract (DB. 88, Pg. 468); THENCE the next 2 calls severing the said parent tract; N-33-15-16-W a distance of 272.99' to a rebar (set); N-61-52-20-E a distance of 442.57' to a rebar (set) in the west line of the said Big Rivers tract; THENCE with the west line of Big Rivers, S-16-23-23-E a distance of 273' to the POINT OF BEGINNING; CONTAINING 2.491 ACRES more or less according to a survey completed on 12/04/03 by Clemons & Associates Land Surveying. Kendall Clemons Ky. P.L.S. #2811.

BEING the same property conveyed to Benjamin L. Burke, by deed dated July 31, 2020 and recorded in Deed Book 429, page 412, Breckinridge County Clerk's Office.

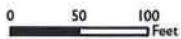
(In the event of any inaccuracy or insufficiency in the foregoing legal description, Grantee may record an amendment or correction of this Agreement to correct the inaccuracy or insufficiency

Exhibit A-1



Map of Property and Easement Area



1 inch = 100 feet



**Exhibit A-1 - Benjamin Burke;
KY-HARI-023T**

 Easement Area 60 ft. - Approx. 254.88 ft. length
 Property - 2.49 Ac

Breckinridge Co., KY

7/11/2021

Confidential



CONFIDENTIAL – DO NOT RECORD (PLEASE DETACH BEFORE RECORDING)

FEE SCHEDULE

1. Payment. Grantee will pay Owner the sum of [REDACTED]
[REDACTED] Such payment shall not be applied to any other payments due under this Agreement.

2. Start of Construction. [REDACTED] Grantee shall pay Owner
(i) [REDACTED] (ii) [REDACTED]
[REDACTED]

3. Crops and Compaction.

(a) Compaction. If Grantee causes compaction of any part of the Property which is [REDACTED] and such compaction is reasonably expected to seriously impair crop yield in future years, Grantee shall compensate Owner as calculated below (the "Compaction Payment"). In consideration of the Compaction Payment, no additional damages shall be paid in future years for that episode of compaction and, except as provided in clause (b) below, no compensation for crops that Owner is prevented from planting anywhere on the Property shall be paid, and no compensation for damage to or destruction of growing crops anywhere on the Property shall be paid except as provided in Section 13 of this Agreement. The Compaction Payment will be calculated using the following formula: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] If Owner does not have yield records available, the parties will use FSA records or other commonly used yield information available for the area. The parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. [REDACTED]

(b) Planting and Crops. If Grantee's construction activities destroy Owner's existing crops, then Grantee will pay Owner damages for such loss or destruction of existing crops. All such damages will be calculated in accordance with clause (a) above, except that the formula for calculating damages shall be the following: [REDACTED]
[REDACTED]

**PREPARED BY AND
AFTER RECORDED
RETURN TO:**

Clover Creek Solar Project LLC
c/o EDP Renewables North America LLC
1501 McKinney Street, Suite 1300
Houston, Texas 77010
ATTN: General Counsel

**FIRST AMENDMENT TO EASEMENT AGREEMENT
FOR COLLECTION FACILITIES**

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT FOR COLLECTION FACILITIES (the "*Amendment*") is effective this 16 day of August, 2022 (the "*Effective Date*"), by and between JLB REAL ESTATE, L.L.C., Kentucky limited liability company, also known as JLB REAL ESTATE, LLC (the "*Owner*") and Clover Creek Solar Project LLC, a Delaware limited liability company ("*Grantee*"), whose address is 1501 McKinney Street, Suite 1300, Houston, Texas 77010. Grantor and Grantee may hereafter be referred to as, together, the "*Parties*" and each, a "*Party*."

RECITALS

A. Owner and Grantee entered into that certain Easement Agreement for Collection Facilities dated August 13, 2021, recorded as Document No. 2020904189, in Book D441, Page 44-61 with the Breckinridge County Clerk of Court (the "*Easement Agreement*") that affects that certain real property located in Breckinridge County, Kentucky as more particularly identified on Exhibit A (the "*Property*").

B. The Parties wish to amend the Easement Agreement as provided herein.

NOW THEREFORE, the Parties agree to amend the Easement Agreement as follows:

1. Exhibit A-1 of the Easement Agreement describing the Easement Areas (defined below) is hereby deleted and replaced with the Exhibit A-1 attached hereto and made a part hereof.

2. Section 2 of the Easement Agreement shall be amended and replaced in its entirety with the following:

“Grant of Collection Easement. Owner grants to Grantee the easements (each, a "*Collection Easement*", and collectively the "*Collection Easements*") in, on, under, along and across a portion of the Property approximately one hundred feet (100') wide (each such portion of the Property, the "*Easement Area*", and collectively, the "*Easement Areas*") located in approximately the areas depicted as "*Easement Area A*" and "*Easement Area B*" on Exhibit A-1 attached hereto and incorporated herein, for the right to construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time: underground wires and cables, for the collection and transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances, fixtures and surface markers for use in connection with said wires and cables ill, on, under, along and across the Easement Areas. Said wires, cables, appliances, futures, surface markers, and related facilities are herein collectively called the "*Collection Facilities*."

3. The Fee Schedule of the Easement Agreement is hereby deleted and replaced with the Fee Schedule attached hereto and made a part hereof.

4. The Grantee's address described in Section 1 of the Easement Agreement is hereby deleted and replaced with the following:

By Fedex, UPS, courier and personal delivery:

Clover Creek Solar Project LLC
c/o EDP Renewables North America LLC
1501 McKinney, Suite 1300
Houston, Texas 77010
Attention: General Counsel

By U.S. Postal Service:

Clover Creek Solar Project LLC
c/o EDP Renewables North America LLC
P.O. Box 3827
Houston, Texas 77253
Attn: General Counsel

5. Ratification. The Easement Agreement, as amended by this Amendment, is ratified and confirmed by the Parties and remains in full force and effect.

6. No Modification. Except as expressly set forth in this Amendment, the Easement Agreement shall remain in full force and effect without modification. This Amendment shall not be modified or amended, except in writing signed by both Parties.

7. Counterparts. This Amendment may be executed in multiple counterparts, no one of which need be executed by both Parties, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment as set forth below.

GRANTOR:

JLB REAL ESTATE, L.L.C.,
a Kentucky limited liability company

By: Joseph L. Burke Jr.

Name: Joseph L. Burke Jr.

Title: Member

GRANTEE:

Clover Creek Solar Project LLC,
a Delaware limited liability company

By: 

Name: Mason Daumas

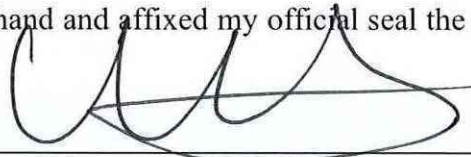
Its: Project Manager

**ACKNOWLEDGEMENT
FOR THE GRANTEE**

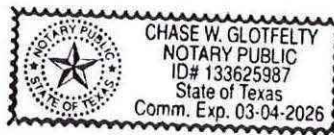
STATE OF Texas)
) SS:
COUNTY OF Harris)

On this 16 day of August, 2022, before me personally appeared Mason Dawmas, to me known to me to be the Project Manager of **Clover Creek Solar Project LLC**, a Delaware limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public



THIS INSTRUMENT PREPARED BY:

Olesya S. Rhodes, Esq.
Attorneys at Law
1501 McKinney, Suite 1300
Houston, Texas 77010
Cell: 832-763-2003

By: 
Olesya Rhodes, Esq.

EXHIBIT A

Legal Description of Property

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

Tax Parcel 59-21 (95.996 acres)

A certain tract of land lying and being in Breckinridge County, Kentucky, west of the City of Hardinsburg, said tract being on the north side of Hwy. 992 and approximately 0.5 southwest of Hwy. 60 and approximately 440 feet southwest of the Stanley Gray Road. Said tract being further described as follows: All references to a rebar (set) being a 1/2" x 18" steel rebar with plastic ID cap stamped "F.K. HIGDON PLS 3701" and any references to a witness rebar (set) being a 1/2" x 18" steel rebar with plastic ID cap stamped "WITNESS MONUMENT PLS 3701" Beginning at a 1/2" rebar (found) w/ID cap #2811 on the north side of Hwy. 992 (approximately 30 feet from center) on the southwest side of a driveway at the southwest corner of the Chad Taul 2.491 acre tract (DB 297, PG 77); thence the following calls with the northerly r/w of Hwy. 992 as follows: thence with a curve turning to the left with an arc length of 836.95', with a radius of 3751.04', with a chord bearing of South 54° 44' 53" West, with a chord length of 835.21' to a rebar (set); thence South 49° 34' 01" West a distance of 991.85 feet to a rebar (set) at the base of a wood fence post at a southeast corner of Lee Burke (DB 86, PG 53); said rebar being on the east side of a gravel road on the Burke property; thence the following calls with the lines of Burke and general direction of a fence line as follows: North 27° 53' 37" West a distance of 719.70 feet to a rebar (set) at the base of a 36" ash tree; North 30° 49' 46" East a distance of 85.26 feet crossing a small drain to a rebar (set) at the base of a 14" maple tree; North 05° 43' 43" East a distance of 50.34 feet to a rebar (set) at the base of a 26" white oak tree; North 19° 43' 03" West a distance of 1067.64 feet to a rebar (set) at the base of a large gum tree at the intersection of fence line running to the west on the Burke property; North 19° 13' 51" West a distance of 319.28 feet to a rebar (set) at a steel fence post; North 20° 02' 15" West a distance of 510.62 feet to a rebar (set) at the base of a wood fence post (deed call for dogwood tree); said rebar set in the south line of the Joseph L. Burke, Jr. property (DB 209, PG 81); thence North 88° 48' 36" East a distance of 515.53 feet with the south line of Burke to a 5/8" steel rebar (found) in a fence line at the southwest corner of another tract owned by Joseph L. Burke, Jr. (DB 210, PG 470); thence North 86° 46' 30" East a distance of 193.41 feet with the south line of Burke and general direction of a fence line to a 5/8" steel rebar (found) w/ID cap #2373; thence North 88° 52' 07" East a distance of 1593.33 feet continuing with Burke and general direction of fence line to a 5/8" steel rebar (found) at the base of a wood fence post in the west line of the Breckinridge County Ready Mix tracts (DB 211, PG 329); thence South 16° 21' 27" East a distance of 618.99 feet with the west line of Ready Mix tract to a 5/8" steel rebar (found) w/ID cap #2373 at the southwest corner of the Ready Mix tract and the northwest corner of the Big Rivers Rural Electric Co. property (DB 111, PG 471); thence South 16° 22' 59" East a distance of 461.14 feet with the west line of Big Rivers Tract to a 1/2" rebar (found) w/ID cap #2811 at the base of a steel fence post at the northeast corner of the aforementioned Chad Taul property; thence the following calls with the lines of Taul as follows: thence South 61° 52' 20" West a distance of 442.57 feet to a 1/2" rebar (found) w/ID #2811 at the base of a steel fence post; thence South 33° 14' 58" East a distance of 273.00 feet to the point of beginning. Containing 95.996 acres, more or

less.

Being the same property acquired by JLB REAL ESTATE, LLC, by General Warranty Deed dated August 5, 2015, of record in Deed Book 388, Page 34, in the Office of the Clerk of Breckinridge County, Kentucky.

Tax Parcel 59-24 (124.71 acres)

TRACT NO. 1

A certain tract or parcel of land lying along the Little Hartford Road (also known as the Stanley Gray Road), being a county road, approximately 0.3 miles south of Ky. Highway 992, approximately 1.8 miles west of Hardinsburg, Breckinridge County, Kentucky, bounded and described as follows:

BEGINNING at a point in the East right-of-way of the aforementioned county road corner to the property of Garland H. Withers, thence North 69° 00' East 310.00 feet to another Withers property corner, thence South 21° 00' East 108.00 feet to another Withers corner thence South 69° 00' West 310.00 feet to a point in the East right-of-way of the aforementioned county road, another Withers corner, thence North 21° 00' West 108.00 feet to the beginning, containing 0.7686 acres, more or less.

TRACT NO. 2

A certain tract of land bounded and described as follows: Beginning at a maple on the little Hartford road; thence North 81 East 134 poles to a stone near a tobacco barn, thence South 21 East 179 poles to a stone with pointers; thence South 69 West 135 poles to a black oak; thence North 21 West 219 poles to the beginning corner, containing 170 acres and 8 poles more or less, out of the above described boundary is excepted 40 acres which was sold by J. West Miller to East 0. Frank as shown by deed dated April 5, 1911, and is recorded in Deed Book No. 60, at page 603, in the Breckinridge County Court Clerk's Office. There is, however, excepted out of the above tract of land a certain lot conveyed by Garland H. Withers and Virginia Withers, his wife, to Joseph L. Burke Jr. and June Ann Burke, his wife, by deed dated the 31st day of March, 1978, and recorded in Deed Book 148, Page 67, said Clerk's Office, which is bounded and described as follows:

A certain tract or parcel of land lying along the Little Hartford Road (also known as the Stanley Gray Road), being a county road, approximately 0.3 miles south of Ky. Highway 992, approximately 1.8 miles west of Hardinsburg, Breckinridge County, Kentucky, bounded and described as follows:

BEGINNING at a point in the East right-of-way of the aforementioned county road corner to the property of Garland H. Withers, thence North 69° 00' East 310.00 feet to another Withers property corner, thence South 21° 00' East 108.00 feet to another Withers corner thence South 69° 00' West 310.00 feet to a point in the East right-of-way of the aforementioned county road, another Withers corner, thence North 21° 00' West 108.00 feet to the beginning, containing 0.7686 acres, more or less.

THERE IS EXCEPTED HEREFROM that portion previously conveyed by Joseph L. Burke, Jr. and June Ann Burke, his wife, to Gregory T. Bowids and Janice Bowids, his wife, by Deed dated December 10, 1990, and recorded in Deed Book 203, Page 338, records of the Breckinridge County Court Clerk's Office.

TRACT NO. 3

Being a 0.721 acre tract located on the northwesterly right-of-way of U.S. Hwy. 60 near the city of Hardinsburg, Breckinridge County, Kentucky, more particularly described as follows: BEGINNING at an existing right-of-way marker on the southeasterly right-of-way of U.S. Hwy. 60 in the line of J. Burke (DB 268 PG 312); THENCE with the southeasterly right-of-way of said U.S. Hwy. 60 with a curve to the left with a radius at 1,353.24' and a long chord bearing at South 39° 55' 39" E., 450.85' to a set 5/8" rebar; THENCE with a new line in Hardinsburg Baptist Church (DB 289 PG 557) South 74° 38' 36" W., 181.11' to a set 5/8" rebar corner to M. Frank (DB 93 PG 153) and said J. Burke; THENCE with said J. Burke North 16° 14' 45" W., 410.07' to the POINT OF BEGINNING and CONTAINING 0.721 Acres (more or less) according to a physical survey by Timothy West Smith, PLS #2373 during January, 2004, per Job No. 03-104. Unless stated otherwise, any monument referred to herein as a "5/8" rebar is a set 5/8" diameter steel concrete reinforcing rod, twenty-four inches (24") in length, with a yellow plastic cap stamped "T.W. Smith, LS 2373". The basis of bearings stated herein are based on the westerly right-of-way of U.S. Hwy. 60 from the highway plans.

Being a portion of the same property acquired by JLB REAL ESTATE, L.L.C., a Kentucky limited liability company, by Special Warranty Deed dated January 2, 2012, of record in Deed Book 359, Page 275, in the Office of the Clerk of Breckinridge County, Kentucky.

Tax Parcel 59-22 (144.199 acres)

Being a certain parcel of land known as a portion of Tax Parcel 59-22 lying south of Highway 992 located in Breckinridge County, Kentucky approximately 1.7 miles west of Hardinsburg and 3,200 feet west of the intersection of Highway 992 and Highway 60; also being known as the southern portion of "Home Farm, Tract 1" as bisected by Highway 992 and "Home Farm, Tract 2" as recorded in Deed Book 359, Page 275.

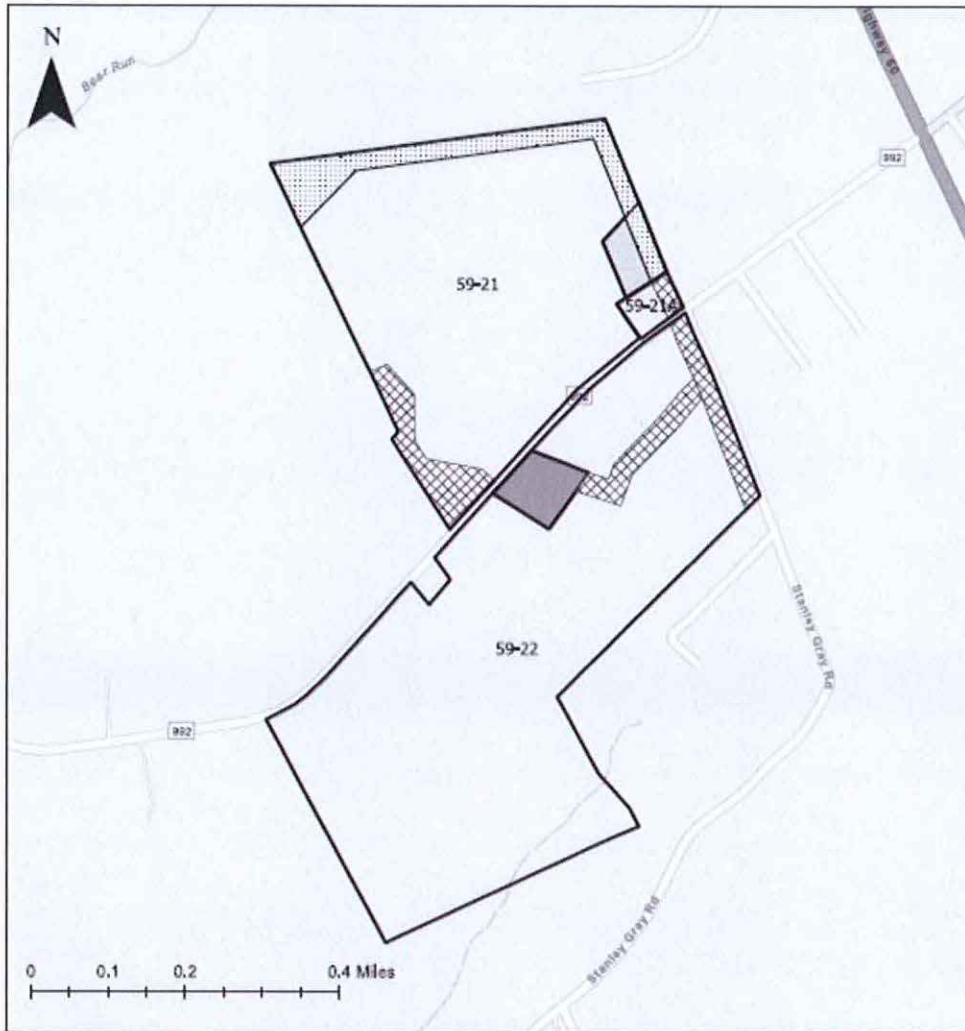
Beginning at a rebar with cap denoting T.W. Smith LS 2373 having Kentucky State Plane Coordinates NAD1983 (NSRS 2011), South Zone (1602), Northing 2163311.38, Easting 1424864.95, said rebar with cap located on the southern right-of-way line of Highway 992 and being the northeastern corner of Mago Construction & Jonathan & Paula Burke Trust as recorded in Deed Book 359, Page 264, said rebar with cap being the POINT OF BEGINNING, thence along the southern right-of-way of Highway 992 the following two (2) courses and distances, 1) thence with a curve to the left, having a chord bearing of N 63°28'31" E, a chord distance of 499.17 feet, a radius of 1,071.80 feet, a distance of 503.79 feet to a point; 2) thence N 50°00'34" E, a distance of 865.26 feet to a corner fence post; said corner fence post being the northwestern corner of Travis Savannah as recorded in Deed Book 425, Page 133; thence leaving the right-of-way line of Highway 992 and with the line of Travis Savannah the following three

(3) courses and distances, 1) S 35°50'48" E, a distance of 152.14 feet to a corner fence post; 2) thence N 51°51'07" E, a distance of 223.34 feet to a fence post at the intersection of woven wire fences; 3) thence N 39°56'06" W, a distance of 158.93 feet to a point in the southern right-of-way line of Highway 992 and the northeast corner of Travis Savannah; thence leaving the line of Travis Savannah and with the southern right-of-way line of Highway 992 the following four (4) courses and distances, 1) N 50°00'34" E, a distance of 1,006.28 feet to a bent 3/4" rebar; 2) thence N 49°55'13" E, a distance of 385.18 feet to a point; 3) thence with a curve to the right having a chord bearing of N 55°43'13" E, a chord distance of 655.71 feet, a radius of 3,244.30 feet, a distance of 656.84 feet to a point; 4) thence N 61°31'13" E, a distance of 391.20 feet to a 1/2" rebar with yellow cap denoting Westwood PS Hicks 4374 set at the intersection of the southern right-of-way line of Highway 992 and the western right-of-way line of Stanley Gray Lane; thence leaving the southern right of way line of Highway 992 and with the western right-of-way line of Stanley Gray Lane the following three (3) courses and distances, 1) S 17°43'17" E, a distance of 251.30 feet to a point; 2) thence with a curve to the right with a chord bearing of S 14°39'50" E, a chord distance of 968.29 feet, radius of 14,071.87 feet, a distance of 968.48 feet to a point; 3) thence S 12°40'58" E, a distance of 118.68 feet to a 1/2" rebar with yellow cap denoting Westwood PS Hicks 4374 set in the western right-of-way line of Stanley Gray Lane and the northern line of Williams Revocable Living Trust as recorded in Deed Book 420, Page 210 and Deed Book 318, Page 616; thence leaving the right-of-way line of Stanley Gray Lane and with the northern line of Williams Revocable Living Trust the following two (2) courses and distances, 1) S 53°25'57" W, a distance of 1,956.29 feet to a point; 2) thence S 25°21'15" E, a distance of 912.13 feet to a rebar with cap denoting T.W. Smith LS 2373; said rebar being the northwest corner of James M. Deihl and Karen S. Deihl as recorded in Deed Book 363, Page 207; thence leaving the line of Williams Revocable Living Trust and with the western line of Deihl S 25°20'11" E, a distance of 131.76 feet to an iron rod in a capped 2" PVC pipe; said pipe being the northeast corner of James Carlos Matthews as recorded in Deed Book 131, Page 324; thence leaving the line of Deihl and with the northern line of James Carlos Matthews S 72°36'38" W, a distance of 226.89 feet to a 1/2" rebar; said rebar being the northeast corner of Andrew Matthews & Carrie Matthews as recorded in Deed Book 385, Page 506, thence leaving the line of James Carlos Matthews and with the northern line of Andrew Matthews and Carrie Matthews S 72°35'08" W, a distance of 1,666.88 feet to a rebar with cap denoting T.W. Smith LS 2373; said rebar with cap being the southeast corner of Mago Construction & Jonathan & Paula Burke Trust; thence leaving the line of Matthews and with the eastern line of Mago Construction & Jonathan & Paula Burke Trust N 21°47'09" W, a distance of 1,724.57 feet to the POINT OF BEGINNING.
Containing 6,281,301 square feet or 144.199 acres, more or less.

Being a portion of the same property acquired by JLB REAL ESTATE, L.L.C., a Kentucky limited liability company, by Special Warranty Deed dated January 2, 2012, of record in Deed Book 359, Page 275, in the Office of the Clerk of Breckinridge County, Kentucky.

EXHIBIT A-1






Map of Property and Easement Area



edp renewables

Clover Creek Solar Project LLC
JLB Real Estate LLC
Collection Easement Area Map

Legend

-  Easement Area A
-  Easement Area B
-  Clover Creek 1 Substation
-  Clover Creek 2 Substation
-  Parcel Boundaries

RECORDED IN BRECKINRIDGE COUNTY
CLERKS OFFICE IN Deed
BOOK NO. 452 PAGE 559

109

CONFIDENTIAL - DO NOT RECORD (PLEASE DETACH BEFORE RECORDING)

FEE SCHEDULE

1. Initial Payments. Grantee has paid the Owner the [REDACTED] [REDACTED] [REDACTED] ("First Initial Payment"). Additionally, the Grantee will pay Owner [REDACTED] ("Second Initial Payment"). Such payments shall not be applied to any other payments due under this Agreement.

2. Start of Construction Payment. [REDACTED] on the Easement Area A (as identified on the Exhibit A-1), Grantee shall pay to Owner an amount [REDACTED] [REDACTED] on the Easement Area B (as identified on the Exhibit A-1), Grantee shall pay to Owner [REDACTED].

3. Crops and Compaction.

(a) Compaction. If Grantee causes compaction of any part of the Property which is [REDACTED] and such compaction is reasonably expected to seriously impact crop yield in future years, Grantee shall compensate Owner as calculated below (the "Compaction Payment"). In consideration of the Compaction Payment, no additional damages shall be paid in future years for that episode of compaction and, except as provided in clause (b) below, no compensation for crops that Owner is prevented from planting anywhere on the Property shall be paid, and no compensation for damage to or destruction of growing crops anywhere on the Property shall be paid except as provided in Section 13 of this Agreement. The Compaction Payment will be calculated using the following formula: [REDACTED]

[REDACTED] If Owner does not have yield records available, the parties will use FSA records or other commonly used yield information available for the area. The parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. [REDACTED]

(b) Planting and Crops. If Grantee's construction activities destroy Owner's existing crops, then Grantee will pay Owner damages for such loss or destruction of existing crops. All such damages will be calculated in accordance with clause (a) above, except that the formula for calculating damages shall be the following: [REDACTED]

Recording Requested By and
When Recorded Return to:

Clover Creek Solar Project LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
(510) 267-8921
Attn: General Counsel

#KY-HAR1-008T
Breckinridge County, Kentucky

EASEMENT AGREEMENT
FOR COLLECTION FACILITIES

THIS EASEMENT AGREEMENT FOR COLLECTION FACILITIES (this "Agreement") is made, dated and effective as of August 13, 2021 (the "Effective Date"), between **JLB REAL ESTATE, L.L.C.**, a Kentucky limited liability company, also known as **JLB REAL ESTATE, LLC**, ("Owner"), and **Clover Creek Solar Project LLC**, a Delaware limited liability company ("Grantee").

Owner is the sole owner of certain real property consisting of approximately 364.905 acres of land in Breckinridge County, Kentucky, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property"), and Grantee desires to use a portion of the Property for collection facilities in connection with a solar farm being developed by Grantee (the "Solar Farm"). The Property is a part of the same property conveyed to Owner by deed dated August 5, 2015, of record in Deed Book 388, Page 34, in the Office of the Clerk of Breckinridge County, Kentucky, and by deed dated January 2, 2012, of record in Deed Book 359, Page 275, in the Office of the Clerk of Breckinridge County, Kentucky.

For good and valuable consideration, the legal sufficiency of which is hereby acknowledged by both parties, Owner and Grantee agree as follows:

1. Addresses. All notices, requests and communications in connection with this Agreement shall be addressed as follows:

If to Owner: Joseph L. Burke, Jr.
JLB Real Estate, LLC

[REDACTED]
[REDACTED]

If to Grantee: Clover Creek Solar Project LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612

Attention: General Counsel

2. Grant of Collection Easement. Owner grants to Grantee three easements (each a "Collection Easement", and collectively the "Collection Easements") in, on, under, along and across a portion of the Property approximately seventy-five feet (75') wide (each such portion of the Property, the "Easement Area", and collectively, the "Easement Areas") located in approximately the area depicted as "Easement Area A", "Easement Area B" and Easement Area C" on Exhibit A-1 attached hereto and incorporated herein, for the right to construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time: underground wires and cables, for the collection and transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances, fixtures and surface markers for use in connection with said wires and cables in, on, under, along and across the Easement Areas. Said wires, cables, appliances, fixtures, surface markers, and related facilities are herein collectively called the "Collection Facilities."

3. Payment. In consideration of the rights granted hereunder, Grantee agrees to pay Owner during the Term the amounts set forth in the Fee Schedule attached hereto (the "Fee Schedule").

4. Early Termination. If Grantee has not commenced construction of the Solar Farm ("Start of Construction") [REDACTED] Owner may terminate this Agreement [REDACTED] and upon such termination, there shall be no further obligations of either party.

5. Term and Termination.

5.1. Unless earlier terminated, this Agreement shall be for an initial term (the "Term") commencing on [REDACTED] and continuing until the later of (a) [REDACTED] [REDACTED] or (b) [REDACTED] [REDACTED]

5.2. An "Event of Default" shall exist under this Agreement if: (1) (A) Grantee fails to pay Owner any amount due hereunder, or (B) Grantee defaults in the performance of any other material covenant or agreement contained in this Agreement, and (2) either such default in (A) and (B) hereof continues uncured [REDACTED]

[REDACTED] Upon the occurrence of an Event of Default, Owner may terminate this Agreement [REDACTED]

5.3. Upon the expiration or earlier termination of this Agreement, Grantee shall promptly de-energize any electrical lines or facilities in, on or over the Easement Areas, remove the Collection Facilities from the surface of the Easement Areas, and restore said surface to substantially the same condition as the Easement Areas were in on the date construction of Collection Facilities commenced thereon.

6. Construction Activities.

6.1. Construction Activities. During construction or reconstruction of the Collection Facilities, Grantee may use for such purposes an additional fifteen feet (15') of land on either or both sides of each Easement Area. Grantee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying more than five feet from the edge of the Easement Areas during construction.

6.2. Drainage Tiles.

(a) At Grantee's option, either (i) Grantee will hire a local tiling firm to do any trenching work on the Property in connection with the installation of underground power lines, or (ii) Grantee will allow all of the landowners in the Project collectively to select a local tiling consultant to be present during trenching work for the Project, and Grantee will pay such consultant at standard local long-term rates. Grantee will install its underground power lines at least four feet (4') below the soil surface so long as soil conditions do not make it commercially impracticable to do so, unless Owner consents to a lesser depth. During construction, if Grantee encounters underground drainage tiles while trenching for underground lines, Grantee shall install its underground lines below the drainage tiles unless the drainage tiles are six feet or more below the surface, in which case Grantee shall install its underground lines above the drainage tiles.

(b) After the Commercial Operation Date, Grantee shall provide Owner with a site map showing the "as built" location of the underground lines on the Property (using GPS coordinates), and such "as built" site map shall include notations identifying the depth of all underground tiles and underground lines at any location where such items cross (using GPS coordinates with a deviation no greater than one inch). Grantee will also place field markers at the edge of fields and take any other measures that are required or the county permits to mark the location of the underground lines, provided that marker tape placed in the trenches for the underground lines shall be at a depth no less than two feet above the underground lines and at least two feet below the soil surface. After Owner's receipt of the "as built" site map, Owner shall notify Grantee at least seven days in advance of installing or repairing underground drainage tiles or doing other soil-disturbing activities at a depth greater than two feet below the soil surface in a location above or near Grantee's underground lines. Within seven days of Grantee's receipt of such notice from Owner (or promptly, in the case of an emergency described by Owner), Grantee, using its "as built" site maps, shall confirm for Owner the actual depth of the marker tape and underground lines in the location of the proposed installation or repair work. If the entirety of Owner's proposed installation or repair work will be conducted at a depth above the marker tape, then Owner may conduct such work without a representative of Grantee present and without further notice to Grantee, and Grantee shall be responsible for any damage to underground lines caused directly and solely by any inaccuracies in Grantee's notification of the depth of the marker tape and underground lines in the location of the work. If any of Owner's proposed installation or

repair work will be conducted at a depth below the marker tape, then within 30 days of such notification, Grantee will send out a field representative to uncover the affected Grantee underground lines so that Owner can complete its soil-disturbing activities in a safe and professional manner; provided that Grantee shall not be required to so uncover its underground lines in response to Owner's notification more than two times per year (except in the case of an emergency). Owner shall deliver to Grantee's field representative a signed acknowledgement as soon as Grantee's field representative uncovers each such underground line, whereupon Owner shall indemnify Grantee for any damage to or interruption in service of such underground line(s). Owner shall be responsible for replacing all marker tape in the trenches for the underground lines so that such marker tape remains in the same location as it was located prior to Owner's work.

(c) Upon completion of construction on the Property, Grantee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Grantee pursuant to Section 6.2. Such repair shall in any event be completed within one year from the date such damage occurred. Grantee shall have a continuing obligation to effect repairs to drainage tiles for any damage which persists beyond one year provided that such damage is related to the construction activities of Grantee. Once Owner has provided Grantee with written acceptance of the drainage repairs, Grantee shall be relieved of any obligation to effect further repairs unless Grantee shall cause new damage to drainage tiles or waterways.

6.3. Soil. Upon completion of construction on the Property, Grantee will restore the soil surface on any portion of the Property disturbed by Grantee more than five feet from the edge of the Easement Areas. If Grantee causes compaction of any cultivated part of the Property located more than five feet from the edge of the Easement Areas, Grantee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches.

7. Access. The Collection Easement is also for the right of ingress to and egress from the Solar Farm or the Collection Facilities (whether located on the Property, on adjacent property, or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time. The foregoing access rights include the right to improve and maintain existing roads and lanes.

8. Ownership of Collection Facilities; Taxes. Owner shall have no ownership or other interest in any Collection Facilities installed on the Property. Grantee may remove any or all Collection Facilities at any time in accordance with the terms hereof. [REDACTED]

[REDACTED] Owner shall pay all taxes, assessments or other fees attributable to facilities installed by Owner or others on the Property or to the underlying value of the Property itself.

9. Owner's Right to Use the Property; No Interference. Any right not specifically granted herein to Grantee is reserved by Owner. Owner retains the right to use the Property for all purposes not inconsistent with the rights granted to Grantee by this Agreement, *provided* that Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Collection Facilities, whether located on

the Property or elsewhere; access over the Property to Collection Facilities; or the undertaking of any other activities permitted hereunder.

10. Costs and Maintenance. All costs and expenses incident to the construction, reconstruction, relocation, replacement, removal, maintenance and use of the Collection Facilities, including the trimming and cutting of any tree roots and underbrush shall be borne by Grantee. Grantee shall have the right to make all foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to the Collection Facilities, and to maintain and keep the Easement Areas in good order, repair and condition, including but not limited to trimming, cutting and removing tree roots and underbrush anywhere on the Property as reasonably necessary if any roots or other parts are within the Easement Areas. When Grantee performs such maintenance activities, Grantee shall remove all debris created (such as, but not limited to, tree roots, underbrush, etc.) and dispose of such debris offsite.

11. Compliance with Laws; Setback Waiver. Grantee shall comply with all laws, regulations and rules governing the construction, reconstruction, relocation, replacement, removal, maintenance and use of the Collection Facilities. Owner hereby waives any setbacks that otherwise restrict the location of any solar equipment or Collection Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Grantee in obtaining written waivers of such setbacks and shall execute any documents reasonably requested by Grantee to evidence Owner's waiver of such setbacks.

12. Assignment. Grantee may assign this Agreement or its rights with respect to the Collection Easement, in whole or in part, without the need for Owner's consent. This Agreement and all easements and rights granted herein, including the Collection Easement, shall burden the Property and shall run with the Property. This Agreement and the Collection Easement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, heirs, successors and assigns and all persons claiming under them. Any sale or other transfer of the Property by Owner shall be subject to the Collection Easement and this Agreement. References to Grantee in this Agreement shall be deemed to include its assignees in possession of the Property.

13. Indemnity. (a) Grantee shall, at all times, save and hold harmless and indemnify Owner, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions to the extent caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors and employees, including, but not limited to, (i) all claims for personal injuries and property damage more than five feet from the edge of the Easement Area, (ii) damage to Owner's existing growing crops, (iii) damage to Owner's drainage tiles and waterways (which damage shall be repaired by Grantee, including use of a double wall pipe technique or placement of suitable fill material under the repaired or replaced tile as necessary to minimize settling, in Grantee's reasonable judgment in consultation with Owner), and (iv) the costs associated with soil compaction (as determined under Section 3(a) in the Fee Schedule). The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Easement Areas. (b) Owner shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within the Easement Areas, to the extent caused by the negligence or willful misconduct of Owner, its officers, partners, agents, contractors and employees.

14. Financing.

14.1. Grantee may collaterally assign, mortgage or otherwise encumber its interest in the Collection Easement and this Agreement to a Financing Party (as hereinafter defined) under a Mortgage (as hereinafter defined). The term "Financing Party" means (i) any institution (including any trustee or agent of behalf of such institution) providing debt or other financing (including easement financing) to or for the benefit of Grantee or its successors or assigns, (ii) any counterparty under a power purchase agreement, renewable energy agreement or similar agreement that has been provided a Mortgage (as defined herein) by Grantee to secure obligations owing to such counterparty, and (iii) any tax equity investor in Grantee (until the "DRO Zero Date" or similar date that such tax equity investor has received a specified after-tax rate of return on its investment and has a balance in its respective capital account of at least zero). The term "Mortgage" shall mean any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest in this Agreement, the Collection Easement, the Collection Facilities, or the Property is collaterally assigned, mortgaged, pledged, conveyed, assigned or otherwise transferred or encumbered to secure a debt or other obligation to a Financing Party. A Financing Party who provides written notice to Owner of its Mortgage (if applicable), or of its position as a Financing Party, along with its address for notices, shall be referred to as "Lender."

14.2. Owner, upon providing Grantee any notice of (i) default under this Agreement or (ii) termination of this Agreement, shall at the same time provide a copy of such notice to each Lender. Such Lender shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Lender as if the same had been done by Grantee.

14.3. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default then exists under this Agreement to Owner's knowledge, if such be the case); (b) consents to assignment, (c) non-disturbance agreements, and (d) documents reasonably required by a title insurance company, in each case as Grantee or any Lender may reasonably request from time to time.

15. Miscellaneous.

15.1. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by (i) personal delivery (confirmed by the courier delivery service), (ii) facsimile and confirmed in writing by first class mail, or (iii) first class certified mail, postage prepaid, to the individuals and addresses indicated in Section 1 above. Any Notice to a Lender of an Event of Default or termination of this Agreement shall be delivered to the address indicated in Lender's notice sent to Owner under Section 14.1 hereof. Except as expressly provided herein, any Notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such Notice is only mailed by certified mail in which case it shall be deemed to be received five business days after the date that it is mailed. Any party may, by Notice to the other party, change the individual address to which Notices shall thereafter be sent.

15.2. Governing Law; Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement, and is hereby waived. Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.

15.3. Integration; Amendment. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto.

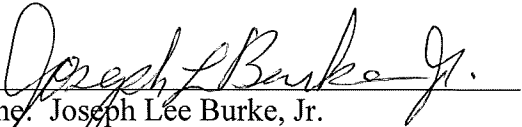
15.4. Recording; Easement Area; Corrections. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the County Records. From time to time, Grantee may send a Notice to Owner containing a map or legal description of the Easement Areas and such map or legal description shall be attached to this Agreement as Exhibit B. Grantee may record such Exhibit B in the County Records without the need for Owner's consent, so long as the location of the Easement Areas as shown or described in such Exhibit B is consistent with the provisions of Section 2. In the event of any inaccuracy or insufficiency in the description of the Property or Easement Areas in Exhibit A or Exhibit B, respectively, or in the description of the parties in whom title to the Property is vested, Grantee may record in the County Records an amendment or correction of this Agreement or of Exhibit A or Exhibit B, respectively, to correct such inaccuracy or insufficiency.

15.5. Counterparts. This Agreement may be executed in multiple counterparts, no one of which need be executed by all parties hereto, and each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

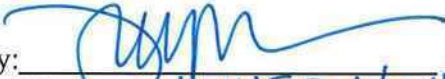
“OWNER”

**JLB REAL ESTATE, L.L.C., a Kentucky
limited liability company, also known as
JLB REAL ESTATE, LLC**

By: 
Name: Joseph Lee Burke, Jr.
Its: Manager

“GRANTEE”

**Clover Creek Solar Project LLC,
a Delaware limited liability company**

By: 
Name: JAYNE DEYOUNG
Title: AUTHORIZED SIGNATORY

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF BRECKINRIDGE §

The foregoing instrument was acknowledged before me this 9TH day of AUGUST, 2021, by Joseph Lee Burke, Jr. as Manager of JLB REAL ESTATE, L.L.C., a Kentucky limited liability company, also known as JLB REAL ESTATE, LLC.

Brenda M. Wheatley
Notary Public Signature

NOTARY PUBLIC

(Title or rank)

KYNP12369
(Serial number, if any)

Brenda M. Wheatley
Commission ID KYNP12369
NOTARY PUBLIC
STATE AT LARGE - KENTUCKY
My Commission Expires: 08/05/2024

This instrument prepared by:

A handwritten signature in blue ink that reads "Brian D. Zoeller". The signature is written in a cursive style and is positioned above a horizontal line.

Brian D. Zoeller
Frost Brown Todd LLC
400 W. Market Street
Suite 3200
Louisville, KY 40202-3363

Exhibit A**Description of Property**

That certain real property of Owner located in Breckinridge County, Kentucky, to wit:

Tax Parcel 59-21 (95.996 acres)

A certain tract of land lying and being in Breckinridge County, Kentucky, west of the City of Hardinsburg, said tract being on the north side of Hwy. 992 and approximately 0.5 southwest of Hwy. 60 and approximately 440 feet southwest of the Stanley Gray Road. Said tract being further described as follows: All references to a rebar (set) being a 1/2" x 18" steel rebar with plastic ID cap stamped "F.K. HIGDON PLS 3701" and any references to a witness rebar (set) being a 1/2" x 18" steel rebar with plastic ID cap stamped "WITNESS MONUMENT PLS 3701" Beginning at a 1/2" rebar (found) w/ID cap #2811 on the north side of Hwy. 992 (approximately 30 feet from center) on the southwest side of a driveway at the southwest corner of the Chad Taul 2.491 acre tract (DB 297, PG 77); thence the following calls with the northerly r/w of Hwy. 992 as follows: thence with a curve turning to the left with an arc length of 836.95', with a radius of 3751.04', with a chord bearing of South 54° 44' 53" West, with a chord length of 835.21' to a rebar (set); thence South 49° 34' 01" West a distance of 991.85 feet to a rebar (set) at the base of a wood fence post at a southeast corner of Lee Burke (DB 86, PG 53); said rebar being on the east side of a gravel road on the Burke property; thence the following calls with the lines of Burke and general direction of a fence line as follows: North 27° 53' 37" West a distance of 719.70 feet to a rebar (set) at the base of a 36" ash tree; North 30° 49' 46" East a distance of 85.26 feet crossing a small drain to a rebar (set) at the base of a 14" maple tree; North 05° 43' 43" East a distance of 50.34 feet to a rebar (set) at the base of a 26" white oak tree; North 19° 43' 03" West a distance of 1067.64 feet to a rebar (set) at the base of a large gum tree at the intersection of fence line running to the west on the Burke property; North 19° 13' 51" West a distance of 319.28 feet to a rebar (set) at a steel fence post; North 20° 02' 15" West a distance of 510.62 feet to a rebar (set) at the base of a wood fence post (deed call for dogwood tree); said rebar set in the south line of the Joseph L. Burke, Jr. property (DB 209, PG 81); thence North 88° 48' 36" East a distance of 515.53 feet with the south line of Burke to a 5/8" steel rebar (found) in a fence line at the southwest corner of another tract owned by Joseph L. Burke, Jr. (DB 210, PG 470); thence North 86° 46' 30" East a distance of 193.41 feet with the south line of Burke and general direction of a fence line to a 5/8" steel rebar (found) w/ID cap #2373; thence North 88° 52' 07" East a distance of 1593.33 feet continuing with Burke and general direction of fence line to a 5/8" steel rebar (found) at the base of a wood fence post in the west line of the Breckinridge County Ready Mix tracts (DB 211, PG 329); thence South 16° 21' 27" East a distance of 618.99 feet with the west line of Ready Mix tract to a 5/8" steel rebar (found) w/ID cap #2373 at the southwest corner of the Ready Mix tract and the northwest corner of the Big Rivers Rural Electric Co. property (DB 111, PG 471); thence South 16° 22' 59" East a distance of 461.14 feet with the west line of Big Rivers Tract to a 1/2" rebar (found) w/ID cap #2811 at the base of a steel fence post at the northeast corner of the aforementioned Chad Taul property; thence the following calls with the lines of Taul as follows: thence South 61° 52' 20" West a distance of 442.57 feet to a 1/2" rebar (found) w/ID #2811 at the base of a steel fence post; thence South 33° 14' 58" East a distance of 273.00 feet to the point of beginning. Containing 95.996 acres, more or

less.

Being the same property acquired by JLB REAL ESTATE, LLC, by General Warranty Deed dated August 5, 2015, of record in Deed Book 388, Page 34, in the Office of the Clerk of Breckinridge County, Kentucky.

Tax Parcel 59-24 (124.71 acres)

TRACT NO. 1

A certain tract or parcel of land lying along the Little Hartford Road (also known as the Stanley Gray Road), being a county road, approximately 0.3 miles south of Ky. Highway 992, approximately 1.8 miles west of Hardinsburg, Breckinridge County, Kentucky, bounded and described as follows:

BEGINNING at a point in the East right-of-way of the aforementioned county road corner to the property of Garland H. Withers, thence North 69° 00' East 310.00 feet to another Withers property corner, thence South 21° 00' East 108.00 feet to another Withers corner thence South 69° 00' West 310.00 feet to a point in the East right-of-way of the aforementioned county road, another Withers corner, thence North 21° 00' West 108.00 feet to the beginning, containing 0.7686 acres, more or less.

TRACT NO. 2

A certain tract of land bounded and described as follows: Beginning at a maple on the little Hartford road; thence North 81 East 134 poles to a stone near a tobacco barn, thence South 21 East 179 poles to a stone with pointers; thence South 69 West 135 poles to a black oak; thence North 21 West 219 poles to the beginning corner, containing 170 acres and 8 poles more or less, out of the above described boundary is excepted 40 acres which was sold by J. West Miller to East 0. Frank as shown by deed dated April 5, 1911, and is recorded in Deed Book No. 60, at page 603, in the Breckinridge County Court Clerk's Office. There is, however, excepted out of the above tract of land a certain lot conveyed by Garland H. Withers and Virginia Withers, his wife, to Joseph L. Burke Jr. and June Ann Burke, his wife, by deed dated the 31st day of March, 1978, and recorded in Deed Book 148, Page 67, said Clerk's Office, which is bounded and described as follows:

A certain tract or parcel of land lying along the Little Hartford Road (also known as the Stanley Gray Road), being a county road, approximately 0.3 miles south of Ky. Highway 992, approximately 1.8 miles west of Hardinsburg, Breckinridge County, Kentucky, bounded and described as follows:

BEGINNING at a point in the East right-of-way of the aforementioned county road corner to the property of Garland H. Withers, thence North 69° 00' East 310.00 feet to another Withers property corner, thence South 21° 00' East 108.00 feet to another Withers corner thence South 69° 00' West 310.00 feet to a point in the East right-of-way of the aforementioned county road, another Withers corner, thence North 21° 00' West 108.00 feet to the beginning, containing 0.7686 acres, more or less.

THERE IS EXCEPTED HEREFROM that portion previously conveyed by Joseph L. Burke, Jr. and June Ann Burke, his wife, to Gregory T. Bowids and Janice Bowids, his wife, by Deed dated December 10, 1990, and recorded in Deed Book 203, Page 338, records of the Breckinridge County Court Clerk's Office.

TRACT NO. 3

Being a 0.721 acre tract located on the northwesterly right-of-way of U.S. Hwy. 60 near the city of Hardinsburg, Breckinridge County, Kentucky, more particularly described as follows: BEGINNING at an existing right-of-way marker on the southeasterly right-of-way of U.S. Hwy. 60 in the line of J. Burke (DB 268 PG 312); THENCE with the southeasterly right-of-way of said U.S. Hwy. 60 with a curve to the left with a radius at 1,353.24' and a long chord bearing at South 39° 55' 39" E., 450.85' to a set 5/8" rebar; THENCE with a new line in Hardinsburg Baptist Church (DB 289 PG 557) South 74° 38' 36" W., 181.11' to a set 5/8" rebar corner to M. Frank (DB 93 PG 153) and said J. Burke; THENCE with said J. Burke North 16° 14' 45" W., 410.07' to the POINT OF BEGINNING and CONTAINING 0.721 Acres (more or less) according to a physical survey by Timothy West Smith, PLS #2373 during January, 2004, per Job No. 03-104. Unless stated otherwise, any monument referred to herein as a "5/8" rebar is a set 5/8" diameter steel concrete reinforcing rod, twenty-four inches (24") in length, with a yellow plastic cap stamped "T.W. Smith, LS 2373". The basis of bearings stated herein are based on the westerly right-of-way of U.S. Hwy. 60 from the highway plans.

Being a portion of the same property acquired by JLB REAL ESTATE, L.L.C., a Kentucky limited liability company, by Special Warranty Deed dated January 2, 2012, of record in Deed Book 359, Page 275, in the Office of the Clerk of Breckinridge County, Kentucky.

Tax Parcel 59-22 (144.199 acres)

Being a certain parcel of land known as a portion of Tax Parcel 59-22 lying south of Highway 992 located in Breckinridge County, Kentucky approximately 1.7 miles west of Hardinsburg and 3,200 feet west of the intersection of Highway 992 and Highway 60; also being known as the southern portion of "Home Farm, Tract 1" as bisected by Highway 992 and "Home Farm, Tract 2" as recorded in Deed Book 359, Page 275.

Beginning at a rebar with cap denoting T.W. Smith LS 2373 having Kentucky State Plane Coordinates NAD1983 (NSRS 2011), South Zone (1602), Northing 2163311.38, Easting 1424864.95, said rebar with cap located on the southern right-of-way line of Highway 992 and being the northeastern corner of Mago Construction & Jonathan & Paula Burke Trust as recorded in Deed Book 359, Page 264, said rebar with cap being the POINT OF BEGINNING, thence along the southern right-of-way of Highway 992 the following two (2) courses and distances, 1) thence with a curve to the left, having a chord bearing of N 63°28'31" E, a chord distance of 499.17 feet, a radius of 1,071.80 feet, a distance of 503.79 feet to a point; 2) thence N 50°00'34" E, a distance of 865.26 feet to a corner fence post; said corner fence post being the northwestern corner of Travis Savannah as recorded in Deed Book 425, Page 133; thence leaving the right-of-way line of Highway 992 and with the line of Travis Savannah the following three

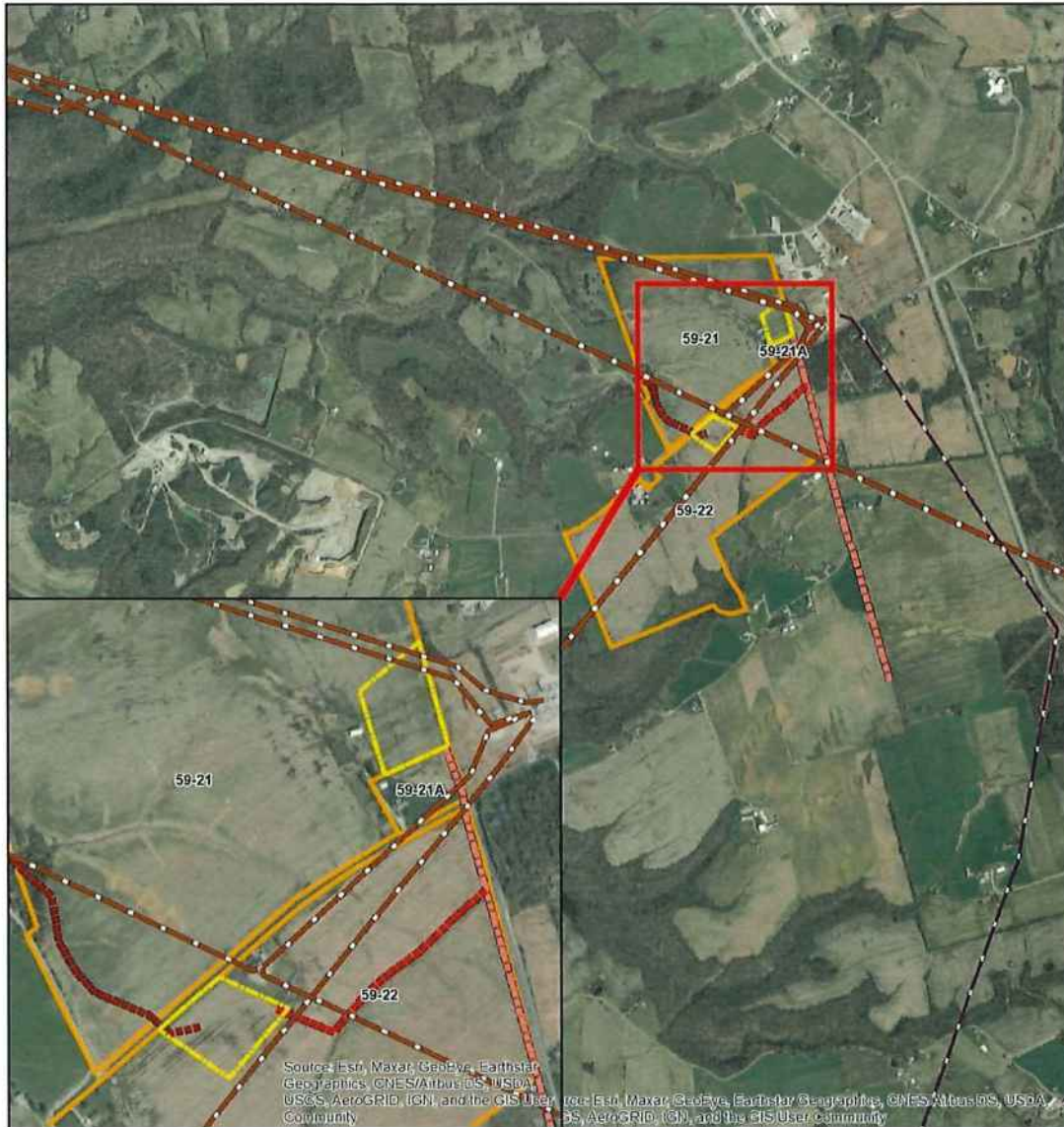
(3) courses and distances, 1) S 35°50'48" E, a distance of 152.14 feet to a corner fence post; 2) thence N 51°51'07" E, a distance of 223.34 feet to a fence post at the intersection of woven wire fences; 3) thence N 39°56'06" W, a distance of 158.93 feet to a point in the southern right-of-way line of Highway 992 and the northeast corner of Travis Savannah; thence leaving the line of Travis Savannah and with the southern right-of-way line of Highway 992 the following four (4) courses and distances, 1) N 50°00'34" E, a distance of 1,006.28 feet to a bent 3/4" rebar; 2) thence N 49°55'13" E, a distance of 385.18 feet to a point; 3) thence with a curve to the right having a chord bearing of N 55°43'13" E, a chord distance of 655.71 feet, a radius of 3,244.30 feet, a distance of 656.84 feet to a point; 4) thence N 61°31'13" E, a distance of 391.20 feet to a 1/2" rebar with yellow cap denoting Westwood PS Hicks 4374 set at the intersection of the southern right-of-way line of Highway 992 and the western right-of-way line of Stanley Gray Lane; thence leaving the southern right of way line of Highway 992 and with the western right-of-way line of Stanley Gray Lane the following three (3) courses and distances, 1) S 17°43'17" E, a distance of 251.30 feet to a point; 2) thence with a curve to the right with a chord bearing of S 14°39'50" E, a chord distance of 968.29 feet, radius of 14,071.87 feet, a distance of 968.48 feet to a point; 3) thence S 12°40'58" E, a distance of 118.68 feet to a 1/2" rebar with yellow cap denoting Westwood PS Hicks 4374 set in the western right-of-way line of Stanley Gray Lane and the northern line of Williams Revocable Living Trust as recorded in Deed Book 420, Page 210 and Deed Book 318, Page 616; thence leaving the right-of-way line of Stanley Gray Lane and with the northern line of Williams Revocable Living Trust the following two (2) courses and distances, 1) S 53°25'57" W, a distance of 1,956.29 feet to a point; 2) thence S 25°21'15" E, a distance of 912.13 feet to a rebar with cap denoting T.W. Smith LS 2373; said rebar being the northwest corner of James M. Deihl and Karen S. Deihl as recorded in Deed Book 363, Page 207; thence leaving the line of Williams Revocable Living Trust and with the western line of Deihl S 25°20'11" E, a distance of 131.76 feet to an iron rod in a capped 2" PVC pipe; said pipe being the northeast corner of James Carlos Matthews as recorded in Deed Book 131, Page 324; thence leaving the line of Deihl and with the northern line of James Carlos Matthews S 72°36'38" W, a distance of 226.89 feet to a 1/2" rebar; said rebar being the northeast corner of Andrew Matthews & Carrie Matthews as recorded in Deed Book 385, Page 506, thence leaving the line of James Carlos Matthews and with the northern line of Andrew Matthews and Carrie Matthews S 72°35'08" W, a distance of 1,666.88 feet to a rebar with cap denoting T.W. Smith LS 2373; said rebar with cap being the southeast corner of Mago Construction & Jonathan & Paula Burke Trust; thence leaving the line of Matthews and with the eastern line of Mago Construction & Jonathan & Paula Burke Trust N 21°47'09" W, a distance of 1,724.57 feet to the POINT OF BEGINNING.
Containing 6,281,301 square feet or 144.199 acres, more or less.

Being a portion of the same property acquired by JLB REAL ESTATE, L.L.C., a Kentucky limited liability company, by Special Warranty Deed dated January 2, 2012, of record in Deed Book 359, Page 275, in the Office of the Clerk of Breckinridge County, Kentucky.

(In the event of any inaccuracy or insufficiency in the foregoing legal description, Grantee may record an amendment or correction of this Agreement to correct the inaccuracy or insufficiency

Exhibit A-1

Map of Property and Easement Areas



1 inch = 1,774 feet



Exhibit A-1 JLB Real Estate; KY-HARI-008T

- Existing Transmission Line - Under 100kV
- Existing Transmission Line - 100-161 kV
- Easement Area A
- Easement Area B
- Easement Area C
- Easement Parcel
- Project Substation

Breckinridge Co., KY

Confidential
6/22/2021



DOCUMENT NO: 2020904189
 RECORDED ON: 8/28/2021 10:12:00 AM
 COUNTY CLERK: JARED BUTLER
 COUNTY: BRECKINRIDGE CO.
 BOOK: D441 PAGE: 44 - 61 EASE
 Signed: CSJ

CONFIDENTIAL – DO NOT RECORD (PLEASE DETACH BEFORE RECORDING)

FEE SCHEDULE

1. Payment. Grantee will pay Owner the sum of [REDACTED].
Such payment shall not be applied to any other payments due under this Agreement.

2. Start of Construction. [REDACTED] Grantee shall pay Owner [REDACTED].

3. Crops and Compaction.

(a) Compaction. If Grantee causes compaction of any part of the Property which is [REDACTED], and such compaction is reasonably expected to seriously impair crop yield in future years, Grantee shall compensate Owner as calculated below (the "Compaction Payment"). In consideration of the Compaction Payment, no additional damages shall be paid in future years for that episode of compaction and, except as provided in clause (b) below, no compensation for crops that Owner is prevented from planting anywhere on the Property shall be paid, and no compensation for damage to or destruction of growing crops anywhere on the Property shall be paid except as provided in Section 13 of this Agreement. The Compaction Payment will be calculated using the following formula: [REDACTED]

[REDACTED] If Owner does not have yield records available, the parties will use FSA records or other commonly used yield information available for the area. The parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. [REDACTED]

(b) Planting and Crops. If Grantee's construction activities destroy Owner's existing crops, then Grantee will pay Owner damages for such loss or destruction of existing crops. All such damages will be calculated in accordance with clause (a) above, except that the formula for calculating damages shall be the following: [REDACTED]

Recording Requested By and
When Recorded Return to:

Clover Creek Solar Project LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
(510) 267-8921
Attn: General Counsel

#KY-HAR1-015T
Breckinridge County, Kentucky

EASEMENT AGREEMENT
FOR COLLECTION FACILITIES

THIS EASEMENT AGREEMENT FOR COLLECTION FACILITIES (this "Agreement") is made, dated and effective as of July 23, 2021 (the "Effective Date"), between **Paul E. Williams and Patsy L. Williams, Trustees under the Williams Revocable Living Trust dated September 20, 2006** (together with their heirs, successors and assigns hereunder "Owner"), and **Clover Creek Solar Project LLC, a Delaware limited liability company** ("Grantee").

Owner is the sole owner of certain real property consisting of approximately 129.11 acres of land in Breckinridge County, Kentucky, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property"), and Grantee desires to use a portion of the Property for collection facilities in connection with a solar farm being developed by Grantee (the "Solar Farm"). The Property is a part of the same property conveyed to Owner by deed dated September 20, 2006, and recorded in Deed Book 318, Page 616, and by deed dated September 20, 2006, and recorded in Deed Book 318, Page 619, in the office of the County Clerk of Breckinridge County, Kentucky, and by deed dated July 5, 2019, and recorded in Deed Book 420, Page 210, in the office of the County Clerk of Breckinridge County, Kentucky.

For good and valuable consideration, the legal sufficiency of which is hereby acknowledged by both parties, Owner and Grantee agree as follows:

1. Addresses. All notices, requests and communications in connection with this Agreement shall be addressed as follows:

If to Owner: Paul E. Williams and Patsy L. Williams, Trustees

[REDACTED]
[REDACTED]

If to Grantee: Clover Creek Solar Project LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706

Oakland, CA 94612
Attention: General Counsel

2. Grant of Collection Easement. Owner grants to Grantee an easement (the “Collection Easement”) in, on, under, along and across a portion of the Property approximately seventy-five feet (75’) wide (the “Easement Area”), located in approximately the area depicted as “Easement Area” on Exhibit A-1 attached hereto and incorporated herein, for the right to construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time: underground wires and cables, for the collection and transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances, fixtures and surface markers for use in connection with said wires and cables in, on, under, along and across the Easement Areas. Said wires, cables, appliances, fixtures, surface markers, and related facilities are herein collectively called the “Collection Facilities.”

3. Payment. In consideration of the rights granted hereunder, Grantee agrees to pay Owner during the Term the amounts set forth in the Fee Schedule attached hereto (the “Fee Schedule”).

4. Early Termination. If Grantee has not commenced construction of the Solar Farm (“Start of Construction”) [REDACTED] Owner may terminate this Agreement [REDACTED] and upon such termination, [REDACTED]

5. Term and Termination.

5.1. Unless earlier terminated, this Agreement and the Collection Easement shall be for a term (the “Term”) commencing on [REDACTED] and continuing until the later of (a) [REDACTED] or (b) [REDACTED]

5.2. An “Event of Default” shall exist under this Agreement if: (1) (A) Grantee fails to pay Owner any amount due hereunder, or (B) Grantee defaults in the performance of any other material covenant or agreement contained in this Agreement, and (2) either such default in (A) and (B) hereof continues uncured [REDACTED]

[REDACTED] Upon the occurrence of an Event of Default, Owner may terminate this Agreement [REDACTED]

5.3. Upon the expiration or earlier termination of this Agreement, Grantee shall promptly de-energize any electrical lines or facilities in, on or over the Easement Area, remove the Collection Facilities from the surface of the Easement Area, and restore said surface to substantially the same condition as the Easement Area was in on the date construction of the Collection Facilities commenced thereon.

6. Construction Activities. During construction or reconstruction of the Collection Facilities, Grantee may use for such purposes an additional fifteen feet (15') feet of land on either or both sides of Easement Area. Grantee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying more than five feet from the edge of the Easement Areas during construction. Upon completion of construction on the Property, Grantee will restore the soil surface on any portion of the Property disturbed by Grantee more than five feet from the edge of the Easement Areas.

7. Access. The Collection Easement is also for the right of ingress to and egress from the Collection Facilities located on the Property, over and across the Property by means of roads and lanes thereon if existing. The foregoing access rights include the right to improve and maintain existing roads and lanes.

8. Ownership of Collection Facilities; Taxes. Owner shall have no ownership or other interest in any Collection Facilities installed on the Property. Grantee may remove any or all Collection Facilities at any time in accordance with the terms hereof. [REDACTED]

[REDACTED] Owner shall pay all taxes, assessments or other fees attributable to facilities installed by Owner or others on the Property or to the underlying value of the Property itself.

9. Owner's Right to Use the Property. Owner retains the right to use the Property for all purposes not inconsistent with the rights granted to Grantee by this Agreement, *provided* that Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Collection Facilities, whether located on the Property or elsewhere; access over the Property to Collection Facilities; or the undertaking of any other activities permitted hereunder.

10. Costs and Maintenance. All costs and expenses incident to the construction, reconstruction, relocation, replacement, removal, maintenance and use of the Collection Facilities, including the trimming and cutting of any tree roots and underbrush shall be borne by Grantee. Grantee shall have the right to make all foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to the Collection Facilities, and to maintain and keep the Easement Area in good order, repair and condition, including but not limited to trimming, cutting and removing tree roots and underbrush anywhere on the Property as reasonably necessary if any roots or other parts are within the Easement Area. When Grantee performs such maintenance activities, Grantee shall remove all debris created (such as, but not limited to, tree roots, underbrush, etc.) and dispose of such debris offsite.

11. Compliance with Laws; Setback Waiver. Grantee shall comply with all laws, regulations and rules governing the construction, reconstruction, relocation, replacement, removal, maintenance and use of the Collection Facilities. Owner hereby waives any setbacks that otherwise restrict the location of any solar equipment or Collection Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Grantee in obtaining written waivers of such setbacks and shall execute any documents reasonably requested by Grantee to evidence Owner's waiver of such setbacks.

12. Assignment. Grantee may assign this Agreement or its rights with respect to the Collection Easement, in whole or in part, without the need for Owner's consent. This Agreement and all easements and rights granted herein, including the Collection Easement, shall burden the Property and shall run with the Property. This Agreement and the Collection Easement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, heirs, successors and assigns and all persons claiming under them. Any sale or other transfer of the Property by Owner shall be subject to the Collection Easement and this Agreement. References to Grantee in this Agreement shall be deemed to include its assignees in possession of the Property.

13. Indemnity.

13.1. Grantee shall, at all times, save and hold harmless and indemnify Owner, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage outside of the Easement Area, to the extent caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors and employees. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Easement Area.

13.2. Owner shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within the Easement Area, to the extent caused by the negligence or willful misconduct of Owner, its officers, partners, agents, contractors and employees.

14. Financing.

14.1. Grantee may collaterally assign, mortgage or otherwise encumber its interest in the Collection Easement and this Agreement to a Financing Party (as hereinafter defined) under a Mortgage (as hereinafter defined). The term "Financing Party" means (i) any institution (including any trustee or agent of behalf of such institution) providing debt or other financing (including easement financing) to or for the benefit of Grantee or its successors or assigns, (ii) any counterparty under a power purchase agreement, renewable energy agreement or similar agreement that has been provided a Mortgage (as defined herein) by Grantee to secure obligations owing to such counterparty, and (iii) any tax equity investor in Grantee (until the "DRO Zero Date" or similar date that such tax equity investor has received a specified after-tax rate of return on its investment and has a balance in its respective capital account of at least zero). The term "Mortgage" shall

mean any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest in this Agreement, the Collection Easement, the Collection Facilities, or the Property is collaterally assigned, mortgaged, pledged, conveyed, assigned or otherwise transferred or encumbered to secure a debt or other obligation to a Financing Party. A Financing Party who provides written notice to Owner of its Mortgage (if applicable), or of its position as a Financing Party, along with its address for notices, shall be referred to as "Lender."

14.2. Owner, upon providing Grantee any notice of (i) default under this Agreement or (ii) termination of this Agreement, shall at the same time provide a copy of such notice to each Lender. Such Lender shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Lender as if the same had been done by Grantee.

14.3. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default then exists under this Agreement to Owner's knowledge, if such be the case); (b) consents to assignment, (c) non-disturbance agreements, and (d) documents reasonably required by a title insurance company, in each case as Grantee or any Lender may reasonably request from time to time.

15. Miscellaneous.

15.1. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by (i) personal delivery (confirmed by the courier delivery service), (ii) facsimile and confirmed in writing by first class mail, or (iii) first class certified mail, postage prepaid, to the individuals and addresses indicated in Section 1 above. Any Notice to a Lender of an Event of Default or termination of this Agreement shall be delivered to the address indicated in Lender's notice sent to Owner under Section 14.1 hereof. Except as expressly provided herein, any Notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such Notice is only mailed by certified mail in which case it shall be deemed to be received five business days after the date that it is mailed. Any party may, by Notice to the other party, change the individual address to which Notices shall thereafter be sent.

15.2. Governing Law; Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement, and is hereby waived. Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.

15.3. Integration; Amendment. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly

set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto.

15.4. Recording; Easement Area; Corrections. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the County Records. From time to time, Grantee may send a Notice to Owner containing a map or legal description of the Easement Area and such map or legal description shall be attached to this Agreement as Exhibit B. Grantee may record such Exhibit B in the County Records without the need for Owner's consent, so long as the location of the Easement Area as shown or described in such Exhibit B is consistent with the provisions of Section 2. In the event of any inaccuracy or insufficiency in the description of the Property or Easement Area in Exhibit A or Exhibit B, respectively, or in the description of the parties in whom title to the Property is vested, Grantee may record in the County Records an amendment or correction of this Agreement or of Exhibit A or Exhibit B, respectively, to correct such inaccuracy or insufficiency.

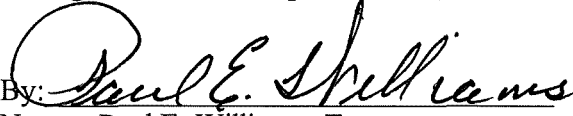
15.5. Counterparts. This Agreement may be executed in multiple counterparts, no one of which need be executed by all parties hereto, and each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

“OWNER”

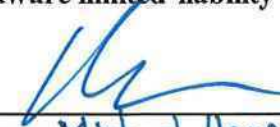
**Paul E. Williams and Patsy L. Williams,
Trustees under the Williams Revocable
Living Trust dated September 20, 2006**

By: 
Name: Paul E. Williams, Trustee

By: 
Name: Patsy L. Williams, Trustee

“GRANTEE”

**Clover Creek Solar Project LLC,
a Delaware limited liability company**

By: 
Name: Michael Haas
Title: President

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF BRECKINRIDGE §

The foregoing instrument was acknowledged before me this JULY 14TH day of, 2021, by Paul E. Williams Trustee under the Williams Revocable Living Trust dated September 20, 2006.

Brenda M Wheatley
Notary Public Signature

NOTARY PUBLIC
(Title or rank)
12369
(Serial number, if any)

Brenda M. Wheatley
Commission ID KYNP12369
NOTARY PUBLIC
STATE AT LARGE - KENTUCKY
My Commission Expires: 08/05/2024

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF BRECKINRIDGE §

The foregoing instrument was acknowledged before me this JULY 14TH day of, 2021, by Patsy L. Williams Trustee under the Williams Revocable Living Trust dated September 20, 2006.

Brenda M Wheatley
Notary Public Signature

NOTARY PUBLIC
(Title or rank)
12369
(Serial number, if any)

Brenda M. Wheatley
Commission ID KYNP12369
NOTARY PUBLIC
STATE AT LARGE - KENTUCKY
My Commission Expires: 08/05/2024

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

§
§
§

COUNTY OF ALAMEDA

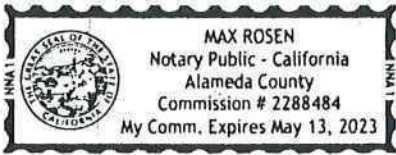
On July 23, 2021, before me, Max Rosen, a Notary Public, personally appeared Michael Haas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Notary Stamp/Seal]

[Signature]
Notary Public in and for the State of California



This instrument prepared by:

A handwritten signature in blue ink that reads "Brian D. Zoeller". The signature is written in a cursive style and is positioned above a horizontal line.

Brian D. Zoeller
Frost Brown Todd LLC
400 W. Market Street
Suite 3200
Louisville, KY 40202-3363

Note to Clerk: This document is a utility easement, and it is exempt from the deed filing requirements listed in subsections (l)(c), (d), and (e) 382.185 of the Kentucky Revised Statutes

Exhibit A

Description of Property

That certain real property of Owner located in Breckinridge County, Kentucky, to wit:

Real Property Tax Parcel No. 59-23 (47.11 acres)

A certain tract or parcel of land, lying and being in the County of Breckinridge, and State of Kentucky and bounded and described as follows: Beginning at a sassafras stump an origin 1 beginning corner of the J. M. Hook survey, thence S. 21 E. 27 1/2 poles to the little Hartford road, thence with said road as it meanders N. 30 E. 26 1/2 poles, N. 55 E. 22 1/2 poles, N. 48 E. 40 poles, N. 33 E. 24 poles to a stone near a black oak on the little Hartford Road; thence with said road N. 21 W. 81 poles to a stump; thence S. 46 W. 120 poles to a stone in an original line of the survey; thence with said line S. 30 E. 56 poles to the beginning, containing 49 1/2 acres, more or less.

There is HOWEVER, EXCEPTED out of the above described parcel of land a certain tract or parcel of land conveyed to Donald W. Corley and Judith A. Corley, his wife, by deed from Wilbur Marshall and Thelma Marshall, his wife, dated the 14th day of November, 1979 and recorded in Deed Book 154, page 612, Breckinridge County Court Clerk's Office, lying on the Wilbur Marshall-Garland Withers and Wilbur Williams-Stanley Gray county road, approximately 1/2 miles from Ky. 992, approximately 2 miles west of Hardinsburg, Breckinridge County, Kentucky, bounded and described as follows:

Beginning at a 1/2 inch iron rod in the right-of-way of aforementioned county road, 25 feet north of centerline of that road in the Wilbur Marshall property line, thence 111.80 feet, N 42° 50' W to a point corner with Wilbur Marshall property, thence 220.90 feet, S 47° 32' W to a point, corner with Wilbur Marshall property; thence 92.79 feet, S 51° 51' E to a 1/2 inch iron rod in right of way of said county road, 25 feet north of centerline of that road, in the Marshall property line; thence 207.47 feet, N 53° 08' E to the beginning, containing 0.4969 acres, more or less.

The above description was prepared from information gained in a field survey made on 29th of May, 1975 by B. H. Monarch, Land Surveyor, Kentucky Registry No. L. S. 108.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

BEING a 3.397 acre tract located on the northwesterly side of Stanley Gray Lane, approximately 3/4 mile from intersection of KY Highway 992, near the city of Hardinsburg, Breckinridge County, Kentucky, more particularly described as follows:

BEGINNING at a set 5/8" rebar on the northwesterly right-of-way of Stanley Gray Lane corner to J.C. Matthews (DB 131 PG 324), THENCE with J.C. Matthews N 13 deg. 47 min. 01 sec. W., 436.82' to a found 1/2" pipe corner to JLB Real Estate LLC (DB 359 PG 275 and DB 86 PG 53 Tract 1), THENCE with JLB Real Estate LLC N 25 deg 19 min. 59 sec. W., 131.64' to a set 5/8" rebar; THENCE leaving JLB Real Estate LLC with new lines in Williams Revocable Living Trust (DB 318 PG 616 and DB 154 PG 614) N 52 deg. 19 min. 59 sec. E., 343.39' to a set 5/8" rebar, THENCE S 13 deg. 47 min. 01 sec. E., 449.78' to a set 5/8" rebar on said Stanley Gray Lane, THENCE with the northwesterly right-of-way of Stanley Gray Lane the following chordal courses: S 43 deg. 01 min. 12 sec. W., 33.67', THENCE S 35 deg. 46 min. 01 sec. W., 89.83', THENCE S 33 deg. 48 min. 30 sec. W., 116.16', THENCE S 32 deg. 30 min. 24 sec. W., 110.90' to the POINT OF BEGINNING and CONTAINING 3.397 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during March, 2012, per Job No. 12-133.

Being portion of the same property acquired by PAUL E. WILLIAMS AND PATSY L. WILLIAMS TRUSTEES, UNDER THE WILLIAMS REVOCABLE LIVING TRUST, DATED SEPTEMBER 20, 2006, by Deed dated September 20, 2006, of record in Deed Book 318, Page 616, in the Office of the Clerk of Breckinridge County, Kentucky.

ALSO

A certain tract or parcel of land lying on the Wilbur Marshall-Garland Withers and Wilbur Williams-Stanley Gray county road, approximately ½ mile from Ky. 992, approximately 2 miles west of Hardinsburg, Breckinridge County, Kentucky, bounded and described as follows:

Beginning at a ½ inch iron rod in the right-of-way of aforementioned county road, 25 feet North of centerline of that road in the Wilbur Marshall property line; thence 111.80 feet, N 42° 50' W to a point corner with Wilbur Marshall property, thence 220.90 feet, S 47° 32' W to a point, corner with Wilbur Marshall property; thence 92.79 feet, S 51° 51' E to a 1/2 inch iron rod in right of way of said county road, 25' north of centerline of that road, in the Marshall property line; thence 207.47 feet, N 53° 08' E to the beginning, containing 0.4969 acres, more or less.

The above description was prepared from information gained in a field survey made on 29 May, 1975 by B. H. Monarch, Land Surveyor, Kentucky Registry No., LS. 108.

Being the same property acquired by PAUL E. WILLIAMS AND PATSY L. WILLIAMS TRUSTEES, UNDER THE WILLIAMS REVOCABLE LIVING TRUST, DATED SEPTEMBER 20, 2006, by Deed dated July 5, 2019, of record in Deed Book 420, Page 210, in the Office of the Clerk of Breckinridge County, Kentucky.

Real Property Tax Parcel No. 60-2 (82 acres)

A certain tract or parcel of land, situate, lying and being in the County of Breckinridge and State of Kentucky, west of the Town of Hardinsburg, and bounded and described as follows:

Beginning at a black oak tree on the East side of the Little Hartford Road, thence South 20 East 160 rods; thence South 70 West 99 rods; thence North 20 West 106 rods; thence North 29 East 24 rods; thence North 53 East 32 rods; thence North 49 East 34 rods; thence North 33 East 24 rods to the beginning, containing 82.2 acres, more or less.

THERE IS EXCEPTED AND NOT CONVEYED out of the above described property, a certain tract of land heretofore conveyed to Paul E. Williams and Pat Williams, his wife, from Wilbur Williams and Lena Williams, his wife, by Deed dated November 27, 1972, which Deed appears of record in Deed Book 126 at Page 466 in the Breckinridge County Court Clerk's Office, to which deed reference is hereby made for a more particular description of the property heretofore conveyed and excepted from this conveyance. See also Deed of Correction dated June 8, 1981, of record in Deed Book 160, at Page 72 in the Breckinridge County Court Clerk's Office, for an exact description of the above excepted tract.

Being the same property acquired by PAUL E. WILLIAMS AND PATSY L. WILLIAMS TRUSTEES, UNDER THE WILLIAMS REVOCABLE LIVING TRUST, DATED SEPTEMBER 20, 2006, by Deed dated September 20, 2006, of record in Deed Book 318, Page 619, in the Office of the Clerk of Breckinridge County, Kentucky.

(In the event of any inaccuracy or insufficiency in the foregoing legal description, Grantee may record an amendment or correction of this Agreement to correct the inaccuracy or insufficiency)

Exhibit A-1

Map of Property and Easement Corridor

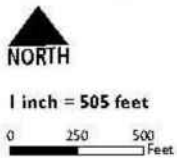
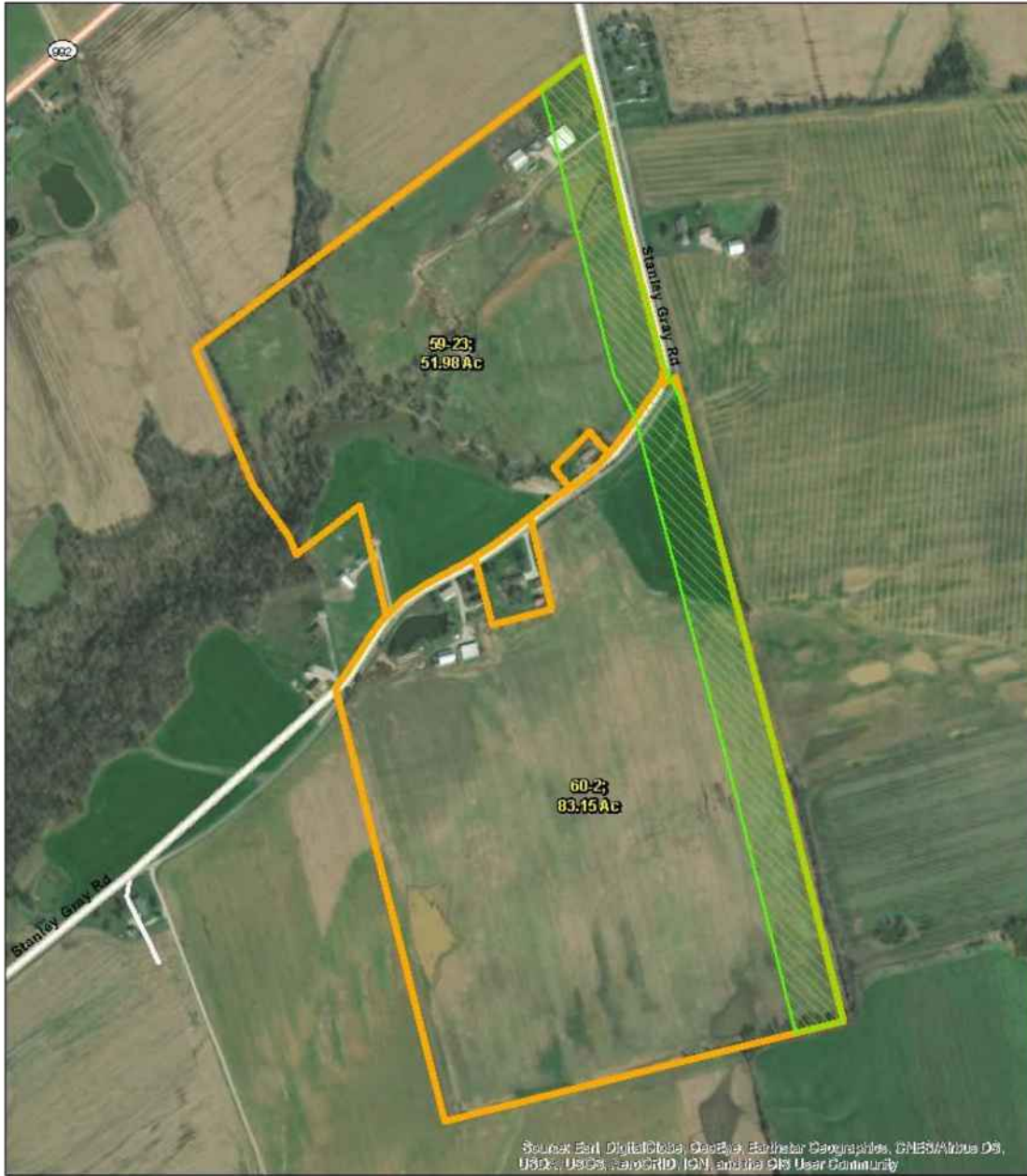




Exhibit - Williams Revocable Living Trust

-  Easement Corridor
-  Property (Approx. 135.13 Ac)

Breckinridge Co., KY

6/12/2018



CONFIDENTIAL – DO NOT RECORD (PLEASE DETACH BEFORE RECORDING)

FEE SCHEDULE

1. Payment. Grantee will pay Owner the sum of [REDACTED]
[REDACTED] Such payment shall not be applied to any other payments due under this Agreement.

2. Start of Construction. [REDACTED] Grantee shall pay Owner [REDACTED]
[REDACTED] In addition, [REDACTED]
[REDACTED] Grantee shall pay Owner [REDACTED]
[REDACTED].

3. Crop Damage. If Grantee causes the destruction of existing growing crops on any part of the Property during construction, Grantee shall compensate Owner as calculated below (the "Crop Damage Payment"). In no case shall Grantee be required to pay more than a single, total crop loss in any one crop year on any given property. The Crop Damage Payment will be calculated using the following formula: [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] If Owner does not have yield records available, the parties will use Farm Service Agency records or other commonly used yield information available for the area. The parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. [REDACTED]
[REDACTED]

[REDACTED] For the avoidance of doubt, trees, branches, and related hardwood timber shall not be considered crops.

PURCHASE OPTION AGREEMENT
(#KY-HAR1-008P2)

THIS PURCHASE OPTION AGREEMENT (this "Agreement") is made and executed to be effective as of August 13, 2021 (the "Effective Date"), by and between **JLB REAL ESTATE, L.L.C.**, a Kentucky limited liability company, also known as **JLB REAL ESTATE, LLC**, ("Owner"), and **Clover Creek Solar Project LLC**, a Delaware limited liability company (together with its transferees, successors and assigns "Grantee").

RECITALS:

A. Owner is the owner of the approximately 3.522 acres of land (the "Land") consisting of approximately 3.522 acres located in Breckinridge County, Kentucky, and legally described in Exhibit A attached to and made a part of this Agreement, and depicted in Exhibit A-1 attached to and made a part of this Agreement.

B. Subject to and upon the terms and conditions set forth herein, Owner desires to grant and Grantee desires to accept an exclusive and irrevocable right and option to purchase the Land, together with all improvements located thereon and all rights-of-way, easements, servitudes, licenses, tenements, roadways, easements, approaches, hereditaments, and appurtenances belonging or relating thereto (the Land, together with such other items, the "Property").

NOW THEREFORE, in consideration of the foregoing, of the mutual covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Grantee hereby agree as follows:

ARTICLE I
THE OPTION

Section 1.1 Grant of Option. Subject to the terms, conditions and provisions of this Agreement, and for the consideration expressed in Section 3.1 below, Owner hereby grants to Grantee the exclusive and irrevocable right and option to purchase the Property from Owner (the "Option").

ARTICLE II
OPTION PERIOD AND OPTION EXERCISE

Section 2.1. Option Period. The Option is granted for a period (the "Option Period") [REDACTED]

Section 2.2. Exercise of Option. Grantee shall provide Owner with [REDACTED] (the "Advance Notice Requirement"). Subject to the Advance Notice Requirement, Grantee shall have the right to exercise the Option at any time during the Option Period by sending written notice to Owner of Grantee's election to exercise the Option (the "Exercise Notice"). The Exercise Notice shall designate a time for the closing of the acquisition of the Property (the "Closing"). The time designated for the Closing may be after the end of the expiration of the Option Period, b [REDACTED]

_____ unless the Property is required to be subdivided as provided in Section 4.3 below, in which case the Closing shall occur _____ following final approval of the subdivision by all applicable governing authorities. _____

_____ If the Option is not exercised within the Option Period, the Option and this Agreement automatically terminate _____

Section 2.3. No Liability for Failure to Exercise Option. Grantee may elect to exercise or not to exercise the Option in its sole discretion, and Grantee shall have no responsibility or liability to Owner or any other party in the event Grantee does not exercise the Option.

**ARTICLE III
OPTION FEE AND PURCHASE PRICE**

Section 3.1. Option Fee. The Option is granted in consideration of Grantee's payment to Owner _____ (the "Initial Option Fee") _____. In addition, provided the Option has not been exercised or terminated, Grantee shall pay Owner _____ (such payments, together with the Initial Option Fee, the "Option Fee"). The Option Fee shall be applied as a credit against the Purchase Price (as defined below) at Closing.

Section 3.2. Retention of Consideration. If the Option is not exercised, the Option Fee shall be retained by Owner in consideration of the granting of the Option.

Section 3.3. Purchase Price. The purchase price to be paid by Grantee to Owner for the Property (the "Purchase Price") shall be _____, which amount shall be payable _____

**ARTICLE IV
TITLE MATTERS**

Section 4.1. _____ after Grantee exercises the Option, Grantee will obtain a title commitment for the Property from a reputable title company (the "Title Company") and deliver to Owner a Commitment for Title Insurance with respect to the Property (the "Title Commitment"). Except as provided in the following sentence, all Schedule B-II exceptions in the Title Commitment not removed as exceptions to title by the Title Company at or prior to Closing shall be deemed to have been accepted by Grantee and are hereinafter referred to as "Permitted Exceptions". Notwithstanding the foregoing, Owner shall be obligated to satisfy or remove on or before the Closing Date (defined below), any encumbrances created, or suffered to be created by Owner that are security for payment of a sum of money (including mortgages, trust deeds, tax liens, contractor's liens and judgment liens). Owner shall not create or suffer to be created any easements, liens, restrictions, conditions, leases, covenants or other encumbrances (collectively, "Encumbrances") on or with respect to the Property after the Effective Date without the prior written consent of Grantee. Any Encumbrance consented to by Grantee shall be a Permitted Exception.

Section 4.2. Survey. Within fifteen (15) days after Grantee exercises the Option, Grantee shall order a current ALTA survey of the Land (the "Survey") and deliver the Survey to Owner upon receipt. Upon completion of the Survey and Owner's and Grantee's approval thereof, not to be unreasonably withheld, the legal description set forth in the Survey will be the legal description for the Property and shall be used in the Deed (defined below). The Purchase Price shall be computed based upon the gross acreage shown by the Survey.

Section 4.3. Legal Subdivision. If applicable law requires the Property to be subdivided into one or more separate legal parcels before it can be conveyed to Grantee, Grantee, upon exercising the Option, will pursue such subdivision at its expense and Owner shall cooperate with Grantee in good faith and execute any documents required to be signed by Owner to complete such subdivision process, including granting any necessary access and utility easements required for such purpose. Notwithstanding the foregoing, in no event shall Owner be required to allow the subdivision to be submitted for final approval by the applicable governing body until after the Option has been exercised. If Owner fails to execute and deliver to Grantee any required document [REDACTED] after receipt of the document, [REDACTED]

ARTICLE V ACCESS AND USE

Section 5.1. Access to Property. During the Option Period, Grantee and Grantee's employees, agents, contractors and representatives shall have the right to enter upon the Property at any time for purposes of performing inspections, tests, surveys, solar studies, geotechnical reviews, soil borings and tests, environmental assessments, transmission and interconnection studies, archeological assessments, surveying, title examinations, site engineering, and other such activities as Grantee deems necessary or appropriate for determining the suitability of the Property for its intended use by Grantee. Owner will give persons entering the Property at Grantee's request access to the Property.

Section 5.2. Indemnity. Owner and Grantee will indemnify each other and hold each other harmless against liability and expenses (including reasonable legal fees, depositions, court costs and other reasonable and necessary fees and expenses) for physical damage to property and for physical injuries to any person, and caused by their respective operations or activities or those of their agents, invitees or licensees on the Property. The foregoing indemnity shall be subject to the limitations on liability set forth in Section 5.3 below and neither party shall be entitled to be indemnified against the damages excluded under such Section 5.3.

Section 5.3. Limitation of Liability. Neither Owner nor Grantee shall be liable for consequential, incidental, special, punitive, exemplary or indirect damages of any kind or nature, regardless of the form of action, whether in contract, tort or otherwise, including, but not limited to, loss of profits or revenue and losses of rent, business opportunities and the like that may result from a loss of use of the Property or any portion thereof.

Section 5.4. Lease of Unused Property. If after Closing there are portions of the Land not being used by Grantee, upon Owner's request Owner and Grantee will enter into good faith negotiations regarding Owner's potential lease of such unused portions of the Land for farming.

ARTICLE VI CLOSING MATTERS

Section 6.1. Closing. If Grantee exercises the Option in the manner and at the time herein set forth, then, unless otherwise agreed by the parties, the Closing shall take place on the date designated in the Exercise Notice (the "Closing Date"). At the Closing:

A. Owner shall deliver to Grantee a duly executed and acknowledged special warranty deed in the form attached as Exhibit B to this Agreement (the "Deed"), conveying indefeasible fee simple title to the Property to Grantee free and clear of all Encumbrances except the Permitted Exceptions;

B. Owner shall deliver to the Title Company a duly executed and acknowledged affidavit in a form acceptable to the Title Company, to the effect that the Property is free from claims by parties in possession and lien claims by mechanics, materialmen and laborers;

C. Owner will deliver to Grantee a duly executed and acknowledged Certification of Non-Foreign Status pursuant to Section 1445 of the Internal Revenue Code, to the effect that Owner is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and related regulations);

D. Owner will deliver possession of the Property to Grantee, subject only to the Permitted Exceptions;

E. Grantee shall pay to the Title Company the balance due on the Purchase Price, subject to credits, prorations and adjustments as provided in this Agreement; and

F. Owner and Grantee shall each execute and deliver to the appropriate parties any additional documents and instruments that may be reasonably requested by the Title Company or the other party in order to consummate this transaction.

Section 6.2. Prorations. Ownershall pay all real estate and ad valorem taxes, and annual installments of special assessments that are due and payable prior to Closing, on the Property for the year in which the Closing occurs, except that all taxes and assessments will be prorated between Grantee and Owner as of the Closing Date. The proration will be computed and paid on the basis of the actual taxes and assessments for the year of Closing. If Owner has not received the current year's statements prior to Closing, the proration will be computed on the basis of the most recent prior statements, taking into account any known changes in the tax rate(s) for the current year, provided that, if the Property was assessed in the immediately preceding year as part of a larger tract, the latest assessed valuation of the Property shall be calculated using the valuation per acre within the larger tract multiplied by the number of acres within the Property. All real estate taxes imposed because of a transfer of the Property or a change of use of the Property after Closing (i.e.,

rollback taxes) shall be the responsibility and obligation of Grantee and such obligation shall survive the Closing. All taxes due as of Closing will be paid at Closing. Any and all rental income for the Property shall be prorated by Owner and Grantee as of the Closing Date.

Section 6.3. Closing Costs. Each party shall pay one-half of the escrow fee charged by the Title Company in connection with this transaction as well as one-half any transfer, excise or documentary stamp taxes. Grantee shall pay the cost of recording the Deed. Owner shall pay the premium for the cost of a standard ALTA owner's title policy and for all costs associated with the removal of any monetary liens or encumbrances against the Property. All other costs shall be paid by the parties as is customary in the county in which the Property is located.

ARTICLE VII REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.1. Representations and Warranties by Owner. Owner represents and warrants to Grantee that:

(a) Authority. Owner (and the undersigned representative or representatives of Owner, if any) have full power, authority, capacity and legal right to enter into, execute and deliver this Agreement, and to assign, warrant, set-over, transfer and convey the Property, and to keep and observe all of the terms of this Agreement on Owner's part to be performed.

(b) Legal Status. Owner, if other than an individual, (i) is duly organized, validly existing and in good standing under the laws of its state of organization, formation or incorporation; (ii) is duly qualified to transact business and is in good standing in the state where the Property is located; and (iii) has all necessary approvals, governmental and otherwise, and full power and authority to own the Property and carry on its business as now conducted and proposed to be conducted.

Section 7.2. Covenants of Owner. Owner covenants and agrees as follows:

(a) No Public Disclosure. Owner shall maintain in confidence, for the sole benefit of Grantee, all information pertaining to the financial terms of or payments under this Agreement, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner shall not publish or otherwise disclose such information to others, except to immediate family members, financial advisors, consultants, retained experts, constituent entities of any Owner, lawyers or other professionals who receive such information under an obligation of confidentiality.

(b) Encumbrances. Except as otherwise permitted in this Agreement, Owner may not, without the consent of Grantee, create or permit to be created or to remain, any Encumbrances with respect to the Property, any part thereof or Owner's interest therein, other than the Permitted Exceptions.

(c) Injunctive Relief. Owner specifically acknowledges and agrees that the failure of Owner to perform its agreements and covenants under this Agreement will cause

irreparable injury to Grantee for which damages, even if available, will not be an adequate remedy. Accordingly, Owner hereby consents to the granting of equitable relief (including specific performance and injunctive relief) by any court of competent jurisdiction to enforce any its obligations under this Agreement. Owner further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such equitable relief and that this provision is without prejudice to any other rights that the parties hereto may have for any failure to perform this Agreement.

(d) Estoppel Certificate. Owner shall at any time and from time to time during the Option Period, within twenty (20) days after a written request by Grantee, execute and deliver to Grantee a written statement certifying that the Option is in full force and effect, or if not true, stating such and the reasons therefor.

(e) No Surface Use for Oil, Gas and Other Mineral Activities. Owner shall not use, or permit any third party to use, the surface area of the Land for the exploration, drilling or mining of oil, gas or other minerals.

**ARTICLE VIII
DEFAULTS AND REMEDIES; TERMINATION**

Section 8.1. Breach by Grantee. In the event Grantee breaches any term or provision of this Agreement [REDACTED] after written notice of the breach from Owner, and regardless of whether the breach occurs before or after Grantee notifies Owner of the exercise of the Option, Owner, [REDACTED] shall be entitled to terminate this Agreement [REDACTED]. Owner acknowledges (i) the adequacy of this exclusive remedy and (ii) that this limitation of remedies is an essential part of this Agreement from the perspective of Grantee. [REDACTED]

Section 8.2. Breach by Owner. In the event that Owner shall fail to perform Owner's obligations hereunder, except as excused by Grantee's default, Grantee shall make written demand upon Owner for performance and if Owner fails to comply with such written demand [REDACTED] Grantee shall have the sole and exclusive options to either (i) [REDACTED] (ii) [REDACTED] (iii) [REDACTED]; or (iv) [REDACTED]

Section 8.3. Early Termination by Grantee. Grantee shall have the right at any time to terminate this Agreement upon written notice to Owner.

Section 8.4. Effect of Termination. Subject to Section 8.5 below, all rights and obligations of Owner and Grantee under this Agreement shall cease upon a termination of this Agreement. [REDACTED]

Section 8.5. Survival. The covenants and agreements of the parties set forth in Section 5.2 and Subsection 7.2(a) shall survive the termination of this Agreement for a period of one (1) year from the effective date of termination.

**ARTICLE IX
NOTICES**

Section 9.1. Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first-class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Joseph L. Burke, Jr.
JLB Real Estate, LLC

Telephone:
Email:

If to Grantee:

Clover Creek Solar Project LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel
Phone: (510) 267-8921

The Option Fee shall be mailed to Owner's address above and made out to Owner, unless Owner directs Grantee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Grantee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any party may change its address for purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Memorandum. Neither Owner nor Grantee shall record this Agreement in its entirety. Owner and Grantee agree, however, to execute a memorandum of this Agreement (the "Option Memorandum") in the form attached hereto as Exhibit C and to record the Option Memorandum in the real property records of the county in which the Land is located.

Section 10.2. Entire Agreement. This Agreement, including all of the Exhibits attached hereto, and the Option Memorandum contain the entire agreement between the parties with respect to the Option and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the subject matter thereof. No alteration, modification or interpretation of this Agreement shall be binding unless in

writing and signed by both parties. The parties acknowledge and agree that the Deed has been fully negotiated by the parties, that it is complete in all material respects and that it shall not be subject to further negotiation by a party. Notwithstanding the foregoing, Grantee shall be permitted to update the Deed at the time of exercise of the Option to reflect any transfers of Owner's ownership interests in the Property or any transfers of Grantee's interest in this Agreement.

Section 10.3. Tax Deferred Exchange. Owner shall have the right to complete the sale of the Property in a manner that constitutes a tax deferred exchange of real property in accordance with Internal Revenue Code Section 1031 for Owner's benefit ("1031 Exchange"). Upon request, Grantee will cooperate and participate in the 1031 Exchange; *provided, however*: (a) there will be no delay in the scheduled Closing Date, (b) any additional expense by reason of such 1031 Exchange is paid by Owner; (c) no material term or condition of this Agreement is altered (d) Grantee shall not be required to acquire title or incur any obligation with respect to any proposed exchange property.

Section 10.4. Further Assurances. Owner will, whenever reasonably requested by Grantee, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transactions herein provided and to carry out the terms and provisions of this Agreement.

Section 10.5. Amendments. The parties may amend this Agreement only by the parties' written agreement that identifies itself as an amendment to this Agreement.

Section 10.6. Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

Section 10.7. Applicable Law. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky.

Section 10.8. Assignability. Grantee shall have the absolute right at any time to assign this Agreement and its rights hereunder, directly or collaterally and in whole or in part, without obtaining Owner's prior consent.

Section 10.9. Successors Bound. This Agreement shall run with the Land and be binding upon and inure to the benefit of Grantee and Owner and their respective heirs, executors, administrators, successors and assigns.

Section 10.10. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

Section 10.11. Attorney's Fees. Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, the

prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, all as actually incurred, including, without limitation, attorneys' fees, costs and expenses of investigation incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes, and any judgment or decree rendered in any such actions or proceedings which shall include an award thereof.

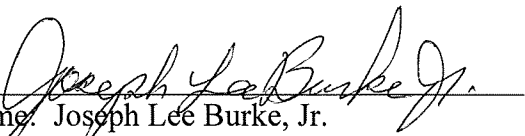
Section 10.12. Time. Time is of the essence in this Agreement. If the final day of any period of time set forth in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the Commonwealth of Kentucky, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or such legal holiday.

Section 10.13. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

OWNER:

**JLB REAL ESTATE, L.L.C., a Kentucky
limited liability company, also known as
JLB REAL ESTATE, LLC**

By: 
Name: Joseph Lee Burke, Jr.
Its: Manager

[Signatures continued on following page.]

GRANTEE:

Clover Creek Solar Project LLC,
a Delaware limited liability company

By: 
Name: JAYNE DEVOUNG
Title: AUTHORIZED SIGNATORY

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN real estate lying and being situated in Breckinridge County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 59-21 (portion)

Being a certain parcel of land known as a portion of Tax Parcel 59-21 located in Breckinridge County, Kentucky approximately 1.7 miles west of Hardinsburg and 2,100 feet west of the intersection of Highway 992 and Highway 60; also being known as a portion of Parcel 3 as recorded in Deed Book 388, Page 34 and Deed Book 329, Page 546.

COMMENCING at a rebar with cap denoting FK Higdon PLS 3701 having Kentucky State Plane Coordinates NAD1983 (NSRS 2011), South Zone (1602), Northing 2164454.76, Easting 1426316.41, said rebar with cap located on the northern right-of-way line of Highway 992 and being the southeastern corner of JLB Real Estate, LLC as recorded in Deed Book 427, Page 530; thence along the northern right-of-way of Highway 992 the following three (3) courses and distances, 1) thence N 50°01'22" E, a distance of 991.90 feet to a 3/4" rebar, 2) thence with a curve to the right, having a chord bearing of N 55°10'57" E, a chord distance of 835.15 feet, a radius of 3,751.04 feet, a distance of 836.88 feet to a 1/2" rebar with yellow cap denoting Westwood PS Hicks 4374 set, said rebar being the southwest corner of Benjamin Burke as recorded in Deed Book 429, Page 412; 3) thence N 61°36'02" E, a distance of 362.60 feet to a 3/4" iron pipe, said iron pipe being the southeast corner of Benjamin Burke and the southwest corner of Big Rivers Electric Corporation as recorded in Deed Book 111, Page 471; thence with the eastern line of Benjamin Burke and the western line of Big Rivers Electric Corporation N 15°55'55" W, a distance of 272.98 feet to a 1/2" rebar and the POINT OF BEGINNING, said rebar being the northeast corner of Benjamin Burke; thence leaving the western line of Big Rivers Electric Corporation and with the northern line of Benjamin Burke S 62°17'55" W, a distance of 367.62 feet to a 1/2" rebar with yellow cap denoting Westwood PS Hicks 4374 set; thence leaving the northern line of Benjamin Burke and with a new line across the lands of JLB Real Estate, LLC as recorded in Deed Book 388, Page 34 and Deed Book 329, Page 546, N 13°47'51" W, a distance of 415.00 feet to a 1/2" rebar with yellow cap denoting Westwood PS Hicks 4374 set; thence with a new line N 54°37'42" E, a distance of 365.00 feet to a rebar with yellow cap denoting TW Smith LS 2373, said rebar being the northwest corner of Big Rivers Electric Corporation and the southwest corner of Breck County Ready Mix Company as recorded in Deed Book 280, Page 201; thence with the western line of Big River Electric Corporation S 15°57'45" E, a distance of 461.20 feet to the POINT OF BEGINNING.

Containing 153,433 square feet or 3.522 acres, more or less.

(In the event of any inaccuracies or insufficiencies in the above legal description, Grantee may modify this Exhibit A to correct such inaccuracies or insufficiencies)

EXHIBIT A-1



MAP OF THE PROPERTY



1 inch = 805 feet



Exhibit A-1 JLB Real Estate; KY-HARI-008P2

-  Parcel Boundary
-  Substation Parcel - Approx. 3.52 Acres

Breckinridge Co., KY

Confidential

6/28/2021



EXHIBIT B

FORM OF DEED

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

Clover Creek Solar Project LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel
(510) 250-3400

(#KY-HAR1-008P2)
Breckinridge County, Kentucky

SPECIAL WARRANTY DEED

COMMONWEALTH OF KENTUCKY §

§

COUNTY OF BRECKINRIDGE §

The undersigned, by and between JLB REAL ESTATE, L.L.C., a Kentucky limited liability company, also known as JLB REAL ESTATE, LLC, hereinafter called "Grantor"), whose mailing address is [REDACTED] for good and valuable consideration from Clover Creek Solar Project LLC, a Delaware limited liability company (hereinafter called "Grantee"), whose mailing address is c/o Orion Renewable Energy Group LLC, 155 Grand Avenue, Suite 706, Oakland, CA 94612, the receipt of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, RELEASED, CONVEYED and WARRANTED, and by these presents hereby does GRANT, BARGAIN, SELL, RELEASE, CONVEY and WARRANT unto the said Grantee, that certain tract of land lying and being situated in the County of Breckinridge, Commonwealth of Kentucky, being more particularly described on Exhibit A attached hereto and incorporated herein by reference, and depicted and described on the plat of survey attached hereto as Exhibit B attached hereto and incorporated herein incorporated herein by reference (the "Land"), together with all improvements located thereon and all rights-of-way, easements, servitudes, licenses, tenements, roadways, easements, approaches, hereditaments, and appurtenances belonging or relating thereto (the Land, together with such other items, the "Property"); subject, however, to the matters set forth in Exhibit C attached hereto and incorporated herein by reference (the "Permitted Exceptions").

(Serial number, if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA §
 §
COUNTY OF ALAMEDA §

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2021, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

[Notary Stamp/Seal]

Notary Public in and for the State of California

This instrument prepared by:

[Name]***¹
[Company]***
[Address]***

The in-care-of address to which the property tax bill for 2021 may be sent is c/o Orion Renewable Energy Group LLC, 155 Grand Avenue, Suite 706, Oakland, CA 94612, Attn:

[Exhibits to be attached]

¹ Kentucky law requires the signature of a Kentucky licensed attorney.

EXHIBIT C

OPTION MEMORANDUM

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

Clover Creek Solar Project LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel
(510) 250-3400

(#KY-HAR1-008P2)
Breckinridge County, Kentucky

MEMORANDUM OF PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF PURCHASE OPTION AGREEMENT (this "Memorandum"), is made, dated and effective as of _____, 20____ (the "Effective Date"), by and between by and between **JLB REAL ESTATE, L.L.C., a Kentucky limited liability company, also known as JLB REAL ESTATE, LLC, ("Owner")**, whose mailing address is [REDACTED], and **Clover Creek Solar Project LLC**, a Delaware limited liability company (together with its transferees, successors and assigns "Grantee"), whose mailing address is c/o Orion Renewable Energy Group LLC, 155 Grand Avenue, Suite 706, Oakland, CA 94612.

RECITALS:

A. Owner is the owner of the approximately 3.522 acres of land (the "Land") consisting of approximately 2.25 acres located in Breckinridge County, Kentucky, and legally described in Exhibit A attached to and made a part of this Agreement. The Land is a part of the same property conveyed to Owner by deed dated August 5, 2015 and recorded of record in Deed Book 388, Page 34 in the office of the County Clerk of Breckinridge County, Kentucky.

B. Pursuant to that certain Option Agreement dated as of the Effective Date (the "Option Agreement"), Owner desires to grant and Grantee desires to accept an exclusive and irrevocable right and option to purchase the Land, together with all improvements located thereon and all rights-of-way, easements, servitudes, licenses, tenements, roadways, easements, approaches, hereditaments, and appurtenances belonging or relating thereto and all of Owner's right, title and interest in and to the right to access and utilize all radiant energy emitted from the sun upon, over and across the Land (the Land, together with such other items, the "Property").

C. Owner and Grantee desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of Grantee's right, title and interest in and to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Grantee do hereby state, declare, establish and agree as follows:

AGREEMENT:

1. Grant of Option. Owner hereby grants to Grantee the exclusive and irrevocable right and option to purchase the Property (the "Option").

2. Option Period. The Option is granted for a period (the "Option Period") [REDACTED]
[REDACTED]

3. Exercise of Option. Grantee shall provide Owner with [REDACTED]
[REDACTED] (the "Advance Notice Requirement"). Subject to the Advance Notice Requirement, Grantee shall have the right to exercise the Option at any time during the Option Period [REDACTED]
[REDACTED]. The Exercise Notice shall designate a time for the closing of the acquisition of the Property (the "Closing"). The time designated for the Closing may be after the end of the expiration of the Option Period, [REDACTED]
[REDACTED]. If the Option is not exercised within the Option Period, the Option and the Option Agreement automatically terminate [REDACTED]
[REDACTED].

4. Encumbrances. Except as otherwise permitted in the Option Agreement, Owner may not, without the consent of Grantee, create or permit to be created or to remain, any easements, liens, restrictions, conditions, covenants or other encumbrances (collectively, "Encumbrances") on or with respect to the Property, any part thereof or Owner's interest therein or to any sums payable by Grantee under the Option Agreement, other than the Encumbrances previously approved by Grantee.

5. No Surface Use for Oil, Gas and Other Mineral Activities. Owner shall not use, or permit any third party to use, the surface area of the Land for the exploration, drilling or mining of oil, gas or other minerals.

6. Notices. Notice addresses for Owner and Grantee under the Option Agreement are as follows:

Owner: Joseph L. Burke, Jr.
JLB Real Estate, LLC
[REDACTED]
[REDACTED]
Phone:
Fax:

Grantee: Clover Creek Solar Project LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612

Attn: General Counsel
Phone: (510) 267-8921

7. Interpretation of this Memorandum. The Option Agreement is incorporated herein by this reference in its entirety for all purposes as though written out at length herein, and both the Option Agreement and this Memorandum shall be deemed to constitute a single instrument or document. This Memorandum is not intended to amend, modify, supplement, or supersede any of the provisions of the Option Agreement and, to the extent there may be any conflict or inconsistency between the Option Agreement or this Memorandum, the Option Agreement shall control.

8. Successors Bound. The Option Agreement shall run with the Property and be binding upon and inure to the benefit of Grantee and Owner and their respective heirs, executors, administrators, successors and assigns.

9. Counterparts. This Memorandum may be executed in multiple counterparts, no one of which need be executed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Grantee have caused this Memorandum to be executed and delivered as of the Effective Date.

OWNER:

**JLB REAL ESTATE, L.L.C., a Kentucky
limited liability company, also known as
JLB REAL ESTATE, LLC**

By: _____
Name: James Lee Burke, Jr.
Its: Manager

GRANTEE:

Clover Creek Solar Project LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Acknowledgements and exhibits to be added]

This instrument prepared by:
