

Clover Creek Solar Project LLC d/b/a New Frontiers Solar Park
Third Set of Supplemental Responses to Siting Board Staff's First Request for Information
Case No. 2024-00253

Request No. 1:

Submit a copy of the leases or purchase agreements, including options, separate agreements, or deeds which Clover Creek Solar has entered into in connection with the proposed solar facility, including the agreements for each of the parcels of the project.

Original Response No. 1:

Please find the Project's redacted agreements filed separately due to file size limits and stamped as Resp. to 1 RFI 01, Pages 001-497.

Supplemental Response to Request No. 1:

Leases for portions of Project parcels encroaching on Hardinsburg's municipal boundaries have been amended to ensure no part of the Project is located within city limits. Please find supplemental redacted agreements attached. Unredacted copies of the same have been provided to the Siting Board under seal.

Responding Witness: Jesse Eick

SECOND AMENDMENT TO LEASE AGREEMENT

This **SECOND AMENDMENT TO LEASE AGREEMENT** (this "**Amendment**") is made and entered into as of May 30, 2024 (the "**Effective Date**"), by and between Joseph L. Burke III, also known as J.L. Burke, and Betty Burke, husband and wife (collectively, "**Owner**") and Clover Creek Solar Project LLC, a Delaware limited liability company, and its successors and assigns ("**Lessee**"). Owner and Lessee are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, Owner and OSER LLC, a Delaware limited liability company entered into that certain Lease Agreement dated May 31, 2019, the memorandum of which was recorded in Lease Book 41, Page(s) 176-188 in the County Clerk's Office of Breckinridge County, Kentucky ("**Official Records**"), as assigned to Lessee by that certain Capital Contribution Agreement dated January 21, 2021, and recorded February 9, 2021 in Lease Book 42, Page(s) 91-100 of the Official Records, as amended by that certain Amendment to Lease Agreement and to Memorandum of Lease Agreement dated April 19, 2021 and recorded in Lease Book 42, Page(s) 325-337 of the Official Records (collectively, the "**Lease Agreement**"), which affects the real property described in the Lease Agreement (the "**Property**").

WHEREAS, Parties desire to amend the Lease Agreement on the terms and conditions more particularly described herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Parties hereby agree that Lease Agreement shall be amended as follows:

1. Section 3.1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"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] [REDACTED] Lessee may elect to extend the Initial Term [REDACTED] commencing on the last day of the Initial Term, [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], Owner may terminate this Agreement by notice to Lessee [REDACTED]"

2. Section 3.2 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"Project Sites. [REDACTED] 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"), provided, however, the combined acreage of the Project Site Parcels No. 44-32 and 44-27A shall not be less than ninety (90) acres. Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property."

3. Section 4.1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"Rent. In consideration of the rights granted hereunder, Lessee paid Owner the first Initial Rent payment, in advance, [REDACTED] and Lessee will also pay Owner the following amounts:

(a) Initial Rent. (i) [REDACTED]

[REDACTED]

[REDACTED] (ii) [REDACTED]

[REDACTED]

[REDACTED] and (iii) [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]

The payments for a meteorological monitoring station shall be made [REDACTED]

[REDACTED] until

the Start of Construction of Solar Facilities on the Property, in which case all such payments shall cease.

(b) Operational Rent. If Lessee constructs Solar Facilities on the Property, Lessee will pay Owner [REDACTED]

[REDACTED]

("Operational Rent"). The Operational Rent shall increase annually [REDACTED]

commencing on the first anniversary thereof and continuing on each anniversary thereafter.

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
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Notwithstanding the foregoing, for purposes of calculating Operational Rent for a Project Site (a) Lessee shall pay Operational Rent for the Timber Property located within such Project Site [REDACTED] and (b) all subsequent Operational Rent payments will be paid at the same rate as the rest of the Project Site.

4. Section 4.2 of the Lease Agreement is hereby deleted in its entirety.


5. Ratification. Except as specifically set forth herein, by execution hereof, all other terms and conditions of the Lease Agreement are hereby ratified and confirmed and shall remain in full force and effect.

6. No Modification. Except as expressly set forth in this Amendment, the Lease 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.

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

OWNER:



Joseph L. Burke III, also known as J.L. Burke



Betty Burke

LESSEE:

Clover Creek Solar Project LLC,
a Delaware limited liability company

By: 

Name: Robert S. Anders
Title: Associate Director
of Development

FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** (this "**Amendment**") is made and entered into as of August 15, 2024 (the "**Effective Date**"), by and between Brian Kelly Frank and Laura H. Frank, husband and wife (collectively, "**Owner**") and Clover Creek Solar Project LLC, a Delaware limited liability company, and its successors and assigns ("**Lessee**"). Owner and Lessee are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, Owner and OSER LLC, a Delaware limited liability company entered into that certain Lease Agreement dated May 6, 2020, the memorandum of which was recorded in Lease Book 41, Page(s) 286-296 and re-recorded on March 9, 2021 in Lease Book 42, Page(s) 108-121 in the County Clerk's Office of Breckinridge County, Kentucky ("**Official Records**"), as assigned to Lessee by that certain Capital Contribution Agreement dated January 21, 2021, recorded in Lease Book 42, Page(s) 91-100 (collectively, the "**Lease Agreement**"), which affects the real property described in the Lease Agreement (the "**Property**").

WHEREAS, Parties desire to amend the Lease Agreement on the terms and conditions more particularly described herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Parties hereby agree that Lease Agreement shall be amended as follows:

1. Section 3.1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"**Term**. The initial term of this Agreement ("**Initial Term**") commences upon [REDACTED] and will continue until the later of (a) [REDACTED] [REDACTED] [REDACTED] (the "**Commercial Operation Date**"), or (b) [REDACTED] [REDACTED] Lessee may elect to extend the Initial Term [REDACTED] commencing on the last day of 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], Owner may terminate this Agreement by notice to Lessee [REDACTED]."

2. Section 4.1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

“Rent. In consideration of the rights granted hereunder, Lessee paid Owner the first Initial Rent payment, in advance, [REDACTED] and Lessee will also pay Owner the following amounts:

(a) Initial Rent. (i) [REDACTED]

[REDACTED]

[REDACTED] (ii) [REDACTED]

[REDACTED] and (iii) [REDACTED]

[REDACTED]

[REDACTED] Starting on [REDACTED] and until the Start of Construction, the Lessee shall pay to Owner [REDACTED]

[REDACTED] Notwithstanding the foregoing, if Lessee begins construction before all [REDACTED] payments are made [REDACTED]

(“Three Year Pre-Construction Rent”), Lessee shall pay Owner the remainder of the Three Year Pre-Construction Rent, [REDACTED]

[REDACTED] For the sake of clarity, between [REDACTED] Owner shall receive the Three Year Pre-Construction Rent in the manner described above. 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] until the Start of Construction of Solar Facilities on the Property, in which case all such payments shall cease.

(b) Operational Rent. If Lessee constructs Solar Facilities on the Property, Lessee will pay Owner [REDACTED] (a) [REDACTED]

[REDACTED] or (b) [REDACTED] (“Minimum Operational Rent”), [REDACTED]

[REDACTED] (together with

Minimum Operational Rent, the “Operational Rent”). The Operational Rent shall increase annually [REDACTED] commencing on the first anniversary thereof and continuing on each anniversary thereafter.

3. The Exhibit A-1 of the Lease Agreement is hereby deleted and replaced in its entirety with the attached Exhibit A-1 made a part hereof.
4. Any mentioning of the acreage of the Excluded Area in the Lease Agreement should be deleted and replaced with “approximately 38.7 acres.”
5. Section 4.2 of the Lease Agreement is hereby deleted in its entirety.

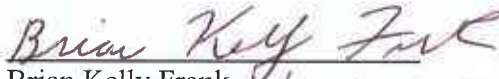
6. Ratification. Except as specifically set forth herein, by execution hereof, all other terms and conditions of the Lease Agreement are hereby ratified and confirmed and shall remain in full force and effect.

7. No Modification. Except as expressly set forth in this Amendment, the Lease 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.

8. 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.

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

OWNER:


Brian Kelly Frank


Laura H. Frank

LESSEE:

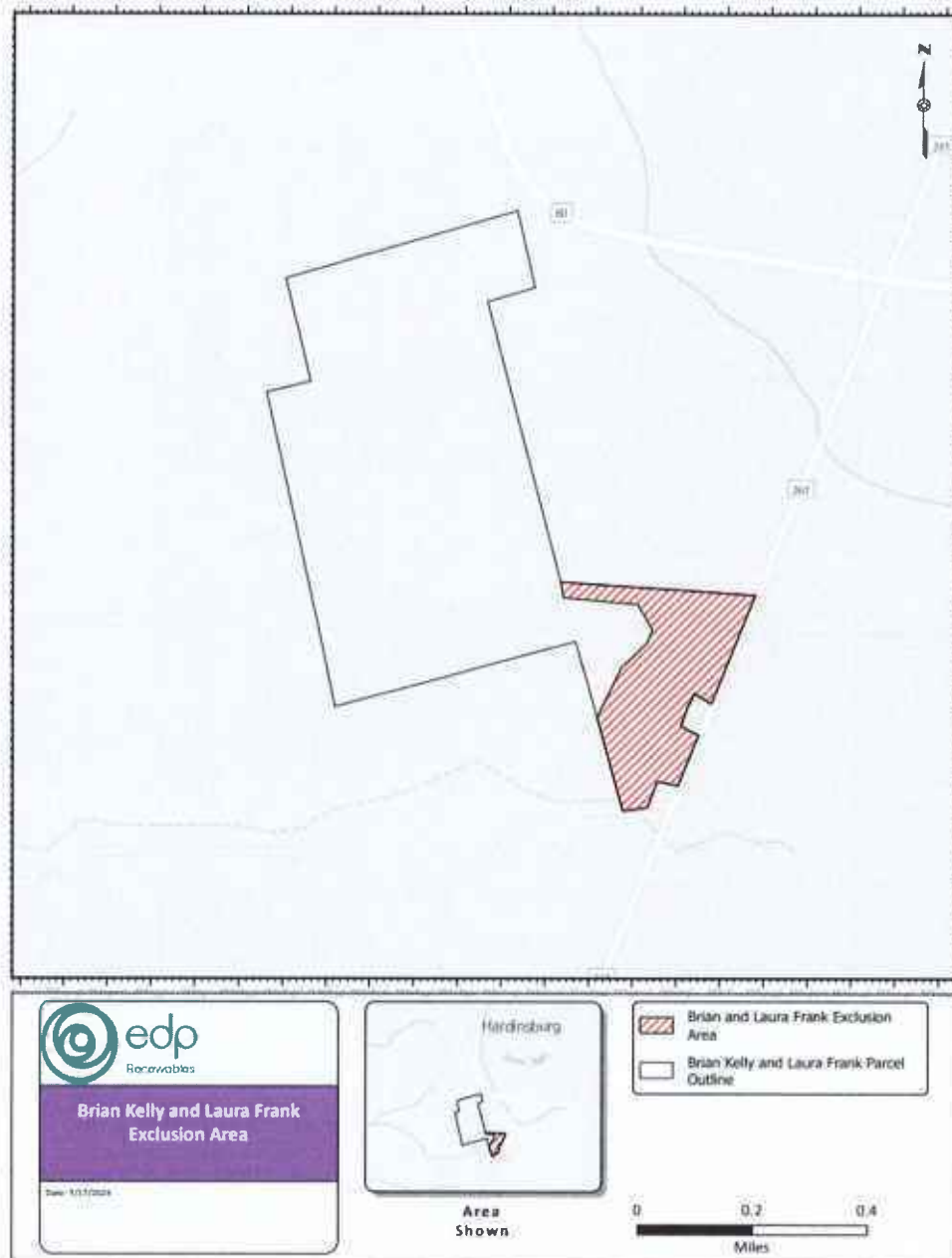
Clover Creek Solar Project LLC,
a Delaware limited liability company

By: 
Name: _____
Title: _____

Sandhya Ganapathy
Chief Executive Officer

EXHIBIT A-1

Map of Property and Excluded Area



FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** (this "**Amendment**") is made and entered into as of May 30, 2024 (the "**Effective Date**"), by and between JLB Real Estate, LLC, a Kentucky limited liability company ("**Owner**") and Clover Creek Solar Project LLC, a Delaware limited liability company, and its successors and assigns ("**Lessee**"). Owner and Lessee are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, Owner and OSER LLC, a Delaware limited liability company entered into that certain Lease Agreement dated May 31, 2019, the memorandum of which was recorded in Lease Book 41, Page(s) 111-125 and re-recorded in Lease Book 42, Page(s) 122-144 in the County Clerk's Office of Breckinridge County, Kentucky ("**Official Records**"), as assigned to Lessee by that certain Capital Contribution Agreement dated January 21, 2021, recorded in Lease Book 42, Page(s) 91-100, (collectively, the "**Lease Agreement**"), which affects the real property described in the Lease Agreement (the "**Property**").

WHEREAS, Parties desire to amend the Lease Agreement on the terms and conditions more particularly described herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Parties hereby agree that Lease Agreement shall be amended as follows:

1. Section 3.1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"**Term**. The initial term of this Agreement ("**Initial Term**") commenced upon [REDACTED] and will continue until the later of (a) [REDACTED] [REDACTED] [REDACTED] (the "**Commercial Operation Date**"), or (b) [REDACTED] [REDACTED] Lessee may elect to extend the Initial Term [REDACTED] commencing on the last day of 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] Owner may terminate this Agreement by notice to Lessee [REDACTED]"

2. Section 3.2 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"Project Sites. [REDACTED] 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"), provided, however, the acreage for all designated Project Sites combined shall not be less than thirty (30) acres. Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property.

3. Section 4.1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"Rent. In consideration of the rights granted hereunder, Lessee paid Owner the first Initial Rent payment, in advance, [REDACTED], and Lessee will also pay Owner the following amounts:

(a) Initial Rent. (i) [REDACTED]

[REDACTED]

[REDACTED] (ii) [REDACTED]

[REDACTED] and (iii) [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].

The payments for a meteorological monitoring station shall be made [REDACTED]

[REDACTED] until the Start of Construction of Solar Facilities on the Property, in which case all such payments shall cease.

(b) Operational Rent. If Lessee constructs Solar Facilities on the Property, Lessee will pay Owner [REDACTED]

[REDACTED]

[REDACTED] ("Operational Rent"). The Operational Rent shall increase annually [REDACTED] commencing on the first anniversary thereof and continuing on each anniversary thereafter.

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Notwithstanding the foregoing, for purposes of calculating Operational Rent for a Project Site Lessee shall pay Operational Rent for the Timber Property located within such Project Site [REDACTED], and (b) all subsequent Operational Rent payments will be paid at the same rate as the rest of the Project Site.”

4. Section 4.2 of the Lease Agreement is hereby deleted in its entirety.

5. Ratification. Except as specifically set forth herein, by execution hereof, all other terms and conditions of the Lease Agreement are hereby ratified and confirmed and shall remain in full force and effect.

6. No Modification. Except as expressly set forth in this Amendment, the Lease 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.

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

OWNER:

JLB Real Estate, LLC,
a Kentucky limited liability company

By: 

Name: Joseph Lee Burke, Jr.

Its: Manager

LESSEE:

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

By: 

Name: Robert S. Anders

Title: Associate Director
of Development

FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** (this "*Amendment*") is made and entered into as of January 29, 2025 (the "*Effective Date*"), by and between **Thomas M. Skillman and Laura Skillman** (collectively, the "*Owner*") and Clover Creek Solar Project LLC, a Delaware limited liability company, and its successors and assigns ("*Lessee*"). Owner and Lessee are sometimes referred to herein collectively as the "*Parties*" and individually as a "*Party*."

WITNESSETH:

WHEREAS, Parties entered into that certain Lease Agreement dated March 8, 2023, the memorandum of which was recorded in Book L43, Page 169 of the Breckinridge County Clerk's Office, Kentucky ("*Official Records*") (collectively, the "*Lease Agreement*"), which affects the real property described in the Lease Agreement (the "*Property*").

WHEREAS, Parties desire to amend the Lease Agreement on the terms and conditions more particularly described herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Parties hereby agree that Lease Agreement shall be amended as follows:

1. Section 4.2(b) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Operational Rent. Lessee will pay Owner operational rent in the amounts listed in the schedule below per acre of each Project Site occupied by Solar Facilities ("Operational Rent"). The first payment of Operational Rent shall be paid [REDACTED]; provided, however that if the total number of acres of all Project Sites on the Property is fewer than 185 acres, Operational Rent shall be calculated as though such Project Sites occupy 185 acres. The remaining Operational Rent payments shall be payable [REDACTED] and shall be calculated as follows:

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

*The first year payment of Operational Rent was paid in full.

2. Signing Bonus. [REDACTED]
[REDACTED]
[REDACTED]

3. Ratification. Except as specifically set forth herein, by execution hereof, all other terms and conditions of the Lease Agreement are hereby ratified and confirmed and shall remain in full force and effect.

4. No Modification. Except as expressly set forth in this Amendment, the Lease 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.

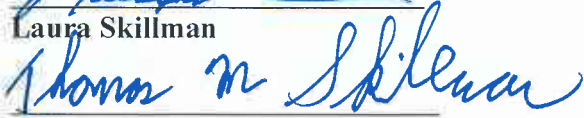
5. Counterparts. This Amendment may be executed in multiple counterparts, no one of which need be executed by both Parties, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

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

OWNER:



Laura Skillman



Thomas M. Skillman

LESSEE:

Clover Creek Solar Project LLC,
a Delaware limited liability company

By: 

Name: **JESSE EICK**

Title: **PROJECT MANAGER**



FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** (this "*Amendment*") is made and entered into as of January 28, 2025 (the "*Effective Date*"), by and between **Bettye Sue Small and Keith P. Small** ("*Owner*") and Clover Creek Solar Project LLC, a Delaware limited liability company, and its successors and assigns ("*Lessee*"). Owner and Lessee are sometimes referred to herein collectively as the "*Parties*" and individually as a "*Party*."

WITNESSETH:

WHEREAS, Parties entered into that certain Lease Agreement dated March 8, 2023, the memorandum of which was recorded in Book L43, Page 198 of the Breckinridge County Clerk's Office, Kentucky ("*Official Records*") (collectively, the "*Lease Agreement*"), which affects the real property described in the Lease Agreement (the "*Property*").

WHEREAS, Parties desire to amend the Lease Agreement on the terms and conditions more particularly described herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Parties hereby agree that Lease Agreement shall be amended as follows:

1. Section 4.2(b) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Operational Rent. Lessee will pay Owner operational rent in the amounts listed in the schedule below ("Operational Rent"). The first payment of Operational Rent shall be paid [REDACTED] [REDACTED] The remaining Operational Rent shall be payable [REDACTED] [REDACTED] and shall be calculated as follows:

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

*The first year payment of Operational Rent was paid in full.

2. Signing Bonus. [REDACTED]

3. Ratification. Except as specifically set forth herein, by execution hereof, all other terms and conditions of the Lease Agreement are hereby ratified and confirmed and shall remain in full force and effect.

4. No Modification. Except as expressly set forth in this Amendment, the Lease 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.

5. 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.

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

OWNER:


Betty Sue Small


Keith P. Small

LESSEE:

Clover Creek Solar Project LLC,
a Delaware limited liability company

By: 
Name: JESSE EICK
Title: PROJECT MANAGER

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

Clover Creek Solar Project LLC
P.O. Box 3827
Houston, Texas 77253
Attn: Chief Legal Officer

**FIRST AMENDMENT TO LEASE AGREEMENT AND TO MEMORANDUM OF
LEASE AGREEMENT**

This **FIRST AMENDMENT TO LEASE AGREEMENT AND TO MEMORANDUM OF LEASE AGREEMENT** (this "*Amendment*") is made and entered into as of February 6, 2025 (the "*Effective Date*"), by and between **Keenan Wayne O'Connell** ("*Owner*") and Clover Creek Solar Project LLC, a Delaware limited liability company, and its successors and assigns ("*Lessee*"). Owner and Lessee are sometimes referred to herein collectively as the "*Parties*" and individually as a "*Party*."

WITNESSETH:

WHEREAS, Owner and OSER LLC, a Delaware limited liability company entered into that certain Lease Agreement dated July 15, 2019, the memorandum ("*Memorandum*") of which was recorded September 9, 2019 in Book LEAS 41, Page 143-160, and re-recorded March 9, 2021 in Book L42, Pages 173-191 as Document No. 2020901450 in the County Clerk's Office of Breckinridge County, Kentucky ("*Official Records*"), as assigned to Lessee by that certain Capital Contribution Agreement dated January 9, 2021, recorded in Lease Book 42, Page(s) 91-100, as Document No. 2020901086 (collectively, the "*Lease Agreement*"), which affects the real property described in the Lease Agreement (the "*Property*").

WHEREAS, Parties desire to amend the Lease Agreement and the Memorandum on the terms and conditions more particularly described herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Lease Agreement and Memorandum.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other

good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Parties hereby agree that Lease Agreement and Memorandum shall be amended as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Lease Agreement and Memorandum.

2. Amendment.

2.1. Section 1 of the **Lease Agreement** is hereby deleted and replaced with the following:

“Lease. Owner is the owner of that certain real property located in Breckinridge County, Kentucky, as legally described on Exhibit A attached hereto and incorporated herein by reference (“**Owner’s Land**”). Owner hereby leases to Lessee a portion of Owner’s Land, consisting of approximately 47.05 acres, which excludes a particular area from the Owner’s Land (“**Exclusion Area**”) as identified on Exhibit A-1 attached hereto and incorporated herein (the “**Property**”). 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 the 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.”

2.2. Section 1 of the **Memorandum** is hereby deleted and replaced with the following:

“Lease Agreement. Owner and Lessee are parties to that certain Lease Agreement (“**Agreement**”) dated concurrently herewith. Owner is the owner of that certain real property located in Breckinridge County, Kentucky, as legally described on Exhibit A attached hereto and incorporated herein by reference (“**Owner’s Land**”). Under the Agreement, Owner hereby leases to Lessee a portion of Owner’s Land, consisting of approximately 47.05 acres, which excludes a particular area from the Owner’s Land (“**Exclusion Area**”) as identified on Exhibit A-1 attached hereto and incorporated herein (the “**Property**”). The Agreement 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 the Property.”

2.3. The Exhibit A of the **Lease Agreement** and **Memorandum** is hereby deleted and replaced with the Exhibit A attached hereto and made a part hereof, describing the Owner’s Land.

2.4. The Exhibit A-1 of the **Lease Agreement** is hereby deleted and replaced with the Exhibit A-1 attached hereto and made a part hereof, depicting the Property and Exclusion Area.

2.5. New Exhibit A-1 is hereby added to the **Memorandum**, depicting the Property and Exclusion Area.

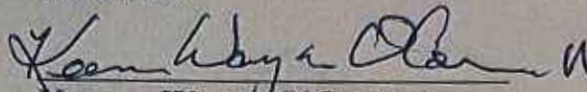
3. Ratification. Except as specifically set forth herein, by execution hereof, all other terms and conditions of the Lease Agreement and Memorandum are hereby ratified and confirmed and shall remain in full force and effect.

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

5. 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.

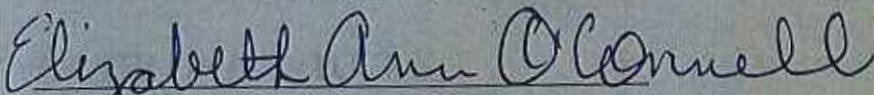
IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

OWNER:


Keenan Wayne O'Connell

JOINDER OF SPOUSE

Elizabeth Ann O'Connell, the spouse of Keenan Wayne O'Connell, joins in the execution of this Amendment for the sole purposes of (i) evidencing her consent to the Amendment and (ii) waiving and relinquishing any and all rights of dower, homestead and other spousal rights if any, she may have in the Property, and her joinder in the execution hereof does not and shall not constitute the assertion of any ownership or other rights in the Property.


Elizabeth Ann O'Connell

LESSEE:

Clover Creek Solar Project LLC,
a Delaware limited liability company

By: _____
Name: _____

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

OWNER:

Keenan Wayne O'Connell

JOINDER OF SPOUSE

Elizabeth Ann O'Connell, the spouse of Keenan Wayne O'Connell, joins in the execution of this Amendment for the sole purposes of (i) evidencing her consent to the Amendment and (ii) waiving and relinquishing any and all rights of dower, homestead and other spousal rights if any, she may have in the Property, and her joinder in the execution hereof does not and shall not constitute the assertion of any ownership or other rights in the Property.

Elizabeth Ann O'Connell

LESSEE:

Clover Creek Solar Project LLC,
a Delaware limited liability company

By: Audrey Beedle

Name: _____

Title: _____

Audrey Beedle
Project Manager

ACKNOWLEDGEMENTS
FOR OWNER

STATE OF KENTUCKY §
COUNTY OF Buckinridge §

This instrument was acknowledged before me on February 6, 2025, by
Keenan Wayne O'Connell.

WITNESS my hand and official seal.

Heather M Kennedy
Notary Public

1/21/28
Commission Expiration



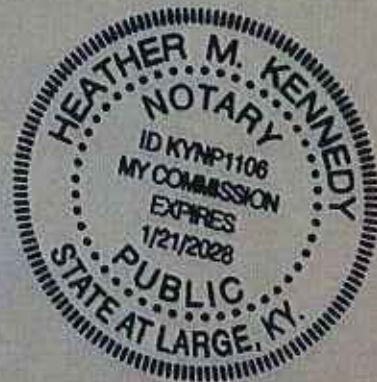
STATE OF KENTUCKY §
COUNTY OF Buckinridge §

This instrument was acknowledged before me on February 6, 2025, by
Elizabeth Ann O'Connell.

WITNESS my hand and official seal.

Heather M Kennedy
Notary Public

1/21/28
Commission Expiration



ACKNOWLEDGEMENT
FOR LESSEE

STATE OF Texas)
COUNTY OF Harris)

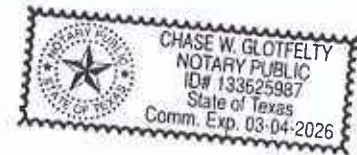
On February 6, 2025, before me, Chase Glotfelty, a notary public for the State of Texas, personally appeared Audrey Beedle, as Project Manager, Clover Creek Solar Project LLC, a Delaware limited liability company, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 03-04-2026

[Signature]
Notary Public

County of Residence: Harris



THIS INSTRUMENT WAS DRAFTED BY:

Olesya Rhodes
Clover Creek Solar Project LLC
P.O. Box 3827
Houston, Texas 77253

Olesya Rhodes

EXHIBIT A

Legal Description of Owner's Land

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. 59-4A

Being a 114.8248 acre tract located approximately 1 mile west of Hardinsburg, Kentucky on the westerly side of U.S. Highway 60 and further described as follows:

BEGINNING at a steel brace post in the southwesterly R/W of the new Hardinsburg Bypass (U.S. 60), being 80' right of Station 110+12.30 corner to K. O'Connell (Deed Book 169, Page 246); thence with said O'Connell S 63 deg. 30 min. 00 sec. W., 100.72' to a 3/8" steel rebar; thence S 73 deg. 4 min. 54 sec. W., 141.09' to a 3/8" steel rebar; thence S 60 deg. 45 min. 12 sec. W., 938.82' to 1 1/4" pipe corner to the Big Rivers Electric (Deed Book 111, Page 471); thence with Big Rivers Electric S 60 deg. 31 min. 58 sec. W., 731.52' to a 5/8" rebar in the line of L. Newby (Deed Book 88, Page 468); thence with said Newby N 15 deg. 59 min. 50 sec. W., 618.63' to a 5/8" rebar; thence S 89 deg. 10 min. 58 sec. W., 1593.10' to a 5/8" rebar; thence with new lines in H. Beard, Jr. N 45 deg. 55 min. 7 sec. W., 172.75' to a 5/8" rebar; thence N 12 deg. 44 min. 37 sec. W., 147.88' to a 5/8" rebar; thence N 52 deg. 51 min. 55 sec. W., 416.37' to a 5/8" rebar; thence N 30 deg. 12 min. 54 sec. E., 462.59' to a 5/8" rebar; thence S 56 deg. 13 min. 2 sec. E., 358.08' to a 5/8" rebar; thence N 42 deg. 16 min. 49 sec. E., 142.96' to a 5/8" rebar; thence N 62 deg. 5 min. 31 sec. E., 214.50' to a 5/8" rebar; thence N 87 deg. 18 min. 23 sec. E., 139.81' to a 5/8" rebar; thence S 85 deg. 39 min. 59 sec. E., 181.45' to a 5/8" rebar; thence S 75 deg. 8 min. 6 sec. E., 253.93' to a 5/8" rebar; thence S 55 deg. 30 min. 59 sec. E., 32.09' to a 5/8" rebar; thence S 15 deg. 12 min. 13 sec. E., 79.68' to a 5/8" rebar; thence S 70 deg. 22 min. 57 sec. E., 321.20' to a 5/8" rebar; thence N 57 deg. 18 min. 42 sec. E., 538.03' to a 5/8" rebar; thence N 45 deg. 27 min. 52 sec. W., 782.21' to a 5/8" rebar; thence N 51 deg. 32 min. 49 sec. E., 242.78' to a 5/8" rebar; thence N 73 deg. 8 min. 19 sec. E., 387.85' to a 5/8" rebar; thence N 81 deg. 25 min. 11 sec. E., 35.53' to a 5/8" rebar; thence S 51 deg. 51 min. 15 sec. E., 384.71' to a 5/8" rebar; thence N 45 deg. 21 min. 1 sec. E., 713.96' to a 5/8" rebar in the R/W of the existing U.S. Hwy. 60; thence with said R/W and continuing with the new Hardinsburg Bypass (U.S. 60) R/W S 49 deg. 51 min. 14 sec. E., 163.86'; thence S 39 deg. 30 min. 42 sec. W., 35.00' to a concrete R/W monument; thence S 44 deg. 27 min. 58 sec. E., 151.06' to a concrete R/W monument, being 75.00' right of centerline Station 92+50; thence S 51 deg. 1 min. 28 sec. E., 180.93' to a concrete R/W monument; thence with a curve to the right having a radius of 2221.83' and a long chord at S 36 deg. 43 min. 15 sec. E., 881.70' to the P.T.; thence S 22 deg. 58 min. 59 sec. E., 177.82'; thence S 17 deg. 56 min. 5 sec. E., 475.82' to the beginning and containing 114.8248 acres (more or less) per physical survey by Timothy W. Smith, L. S. 2373.

DEDUCTION I: Being a 10.0001 acre tract located on the southerly side of a 60' R/W leading from the New Hardinsburg Bypass near Hardinsburg in Breckinridge County, Kentucky and further described as follows:

BEGINNING at a steel brace post in the westerly R/W of the New Hardinsburg Bypass (U.S. HWY. 60) being 80' left of centerline station 110 + 12.30 corner to K. O'Connell (D. B. 169, Pg. 246); thence with said O'Connell S 63 deg. 30 min. 00 sec. W., 100.72' to a 3/8" steel pin; thence S 73 deg. 04 min. 54 sec. W., 141.09' to a 3/8" steel pin being the TRUE POINT OF BEGINNING; thence continuing with said O'Connell S 60 deg. 45 min. 11 sec. W., 667.72' to a 5/8" rebar; thence with new lines in K, O'Connell N 35 deg. 54 min. 19 sec. W., 651.47' to a 5/8" rebar on the southerly side of a 60' R/W; thence with said R/W, a curve to the left having a radius of 802.45' and a long chord at N 44 deg. 15 min. 44 sec. E., 274.07' to a 5/8" rebar; thence N 34 deg. 25 min. 47 sec. E., 249.89' to a 5/8" rebar; thence with a new line in K. O'Connell S 46 deg. 18 min. 33 sec. E., 874.16' to the beginning and containing 10.0001 acres (more or less) per physical survey by Timothy W. Smith, L. S. 2373.

Deduction I being a part of the same property conveyed to BRECKINRIDGE COUNTY DEVELOPMENT CORPORATION, by deed dated the 11th day of May, 1990, and recorded in Deed Book 200, page 39, in the office of the Clerk of the Breckinridge County Court.

NOTE: DEDUCTION II as set forth in a prior deed of record is intentionally omitted here because the parcel described as DEDUCTION II was actually the description of a utility easement over the above-described 114.8248-acre parcel and not a fee-simple conveyance out of said parcel. See instrument dated the 11th day of May, 1990, and recorded in Deed Book 200, Page 42, in the office of the Clerk of the Breckinridge County Court.

NOTE: DEDUCTION III as set forth in a prior deed of record is intentionally omitted here because the parcels described as DEDUCTION III were the subject of a 3-year option to the Breckinridge County Development Corporation dated the 11th day of May, 1990, and recorded in Deed Book 200, page 45, in the office of the Clerk of the Breckinridge County Court, and were not conveyed in said instrument.

DEDUCTION IV: Being a 43.1636 acre tract located on the westerly side of U.S. 60 near Hardinsburg in Breckinridge County, Kentucky and further described as follows:

BEGINNING at a 5/8" rebar corner to L. Newby (DB 88 PG 468), being the northeasterly corner of Newby; thence with said Newby S 89 deg. 10 min. 58 sec. W., 1593.10' to a 5/8" rebar; thence S 87 deg. 11 min. 36 sec. W., 193.81' to a 5/8" rebar corner to J. Burke, Jr. (DB 209 PG 81); thence with Burke N 45 deg. 55 min. 07 sec. W., 172.25' to a 5/8" rebar; thence N 12 deg. 44 min. 37 sec. W., 147.88' to a 5/8" rebar; thence N 52 deg. 51 min. 55 sec. W., 416.37' to a 5/8" rebar; thence N 30 deg. 12 min. 54 sec. E., 462.59' to a 5/8" rebar; thence S 56 deg. 13 min. 02 sec. E., 358.08' to a 5/8" rebar; thence N 42 deg. 16 min. 49 sec. E., 142.96' to a 5/8" rebar; thence N 62 deg. 05 min. 30 sec. E., 214.50' to a 5/8" rebar; thence N 87 deg. 18 min. 23 sec. E., 139.81' to a 5/8" rebar; thence S 85 deg. 39 min. 59 sec. E., 181.45' to a 5/8" rebar; thence S 75 deg. 06 min. 06 sec. E. 253.93' to a 5/8" rebar; thence S 55 deg. 30 min. 59 sec. E., 32.09' to a

5/8" rebar; thence S 15 deg. 12 min. 13 sec. E., 79.68' to a 5/8" rebar; thence S 70 deg. 22 min. 57 sec. E., 321.20' to a 5/8" rebar; thence N 57 deg. 18 min. 42 sec. E., 538.03' to a 5/8" rebar; thence with new lines in K. O'Connell (DB 185 PG 65) S 46 deg. 01 min. 59 sec. E., 756.09' to a 5/8" rebar on the northerly side of a 60' right-of-way; thence S 46 deg. 01 min. 59 sec. E., 65.83' to a 5/8" rebar on the southerly side of said right-of-way; thence continuing with a new line in K. O'Connell S. 56 deg. 14 min. 06 sec. W., 603.00' to the beginning and containing 43.1636 acres (more or less) per physical survey by Timothy W. Smith, L. S. 2373.

Also transferred herewith is the right of ingress and egress over a 60' right-of-way leading to the above described tract from U.S. HWY 60 and further described as follows: BEGINNING at a 5/8" rebar corner to the above described tract; thence with said tract N 46 deg. 01 min. 59 sec. W., 65.83' to a 5/8" rebar; thence leaving said tract with a 60' right-of-way, a curve to the left having a radius of 752.45' and a long chord bearing at N, 51 deg. 51 min, 16 sec. E., 444.72' to the PT; thence N. 34 deg. 25 min. 47 sec. E., 289.27' to the PC; thence with a curve to the right having a radius of 1175.04' and a long chord bearing at N. 44 deg. 20 min. 15 sec. E., 404.36' to the PT; thence N 54 deg. 14 min. 43 sec. E., 199.80' to a 5/8" rebar in the southwesterly corner of U.S. HWY 60; thence with U.S. HWY 60, a curve to the right having a radius of 2221.83' and a long chord bearing at S. 35 deg. 45 min. 17 sec. E., 60.00' to a 5/8" rebar; thence leaving U.S. Hwy. 60 S 54 deg. 14 min. 43 sec. W., 199.80' to the PC; thence with a curve to the right having a radius of 1115.04' and a long chord bearing at S. 44 deg. 20 min. 15 sec. W., 383.71' to the PT; thence S. 34 deg. 25 min, 47 sec. W., 289.27' to the PC; thence with a curve to the left having a radius of 802.45' and a long chord bearing at S. 50 deg. 51 min. 06 sec. W., 453.72' to the beginning.

Deduction IV being a part of the same property conveyed to JOSEPH L. BURKE, JR. and JUNE ANN BURKE, his wife, by deed dated the 23rd day of January, 1992, and recorded in Deed Book 210, page 470, in the office of the Clerk of the Breckinridge County Court.

DEDUCTION V: Being a 5.6777 acre tract located near the southerly side of a 60' R/W leading from U.S. Hwy. 60 near the town of Hardinsburg in Breckinridge County, Kentucky and further described as follows:

BEGINNING at a 5/8" rebar corner to L. Newby (D. B. 88, Pg. 468) and K. O'Connell (D. B. 185, pg. 65) and Burk (D. B. 209, pg. 181); thence with said Burk N 56 deg. 14 min. 06 sec. E., 407.67' to a 5/8" rebar; thence leaving said Burk with a new line in said O'Connell S 16 deg. 17 min. 07 sec. E., 649.27' to a 5/8" rebar in the line of Big Rivers Electric (D. B. 111, Pg. 471); thence with Big Rivers Electric S 60 deg. 31 min. 58 sec. W., 402.56' to a 5/8" rebar in the line of said Newby; thence with said Newby N 15 deg. 59 min. 50 sec. W., 618.63' to the beginning and containing 5.6777 acres (more or less) per physical survey by Timothy W. Smith, L. S. 2373.

Deduction V being a part of the same property conveyed to BRECKINRIDGE COUNTY DEVELOPMENT CORPORATION by deed dated the 28th day of February, 1992, and recorded in Deed Book 211, Page 326, in the office of the Clerk of the Breckinridge County Court.

DEDUCTION VI: Being a 7.196 acre tract located west of U.S. HWY. 60 near the town of Hardinsburg, in Breckinridge County, Kentucky and further described as follows:

BEGINNING at a 5/8" rebar on the southerly side of a 60' R/W corner to Breckinridge County Development Corporation (DB 200 PG 039); thence with said Breckinridge County Development Corporation S 35 deg. 54 min. 19 sec. E., 651.47' to a 5/8" rebar in the line of Big Rivers Electric (DB 111 PG 471); thence with said Big Rivers Electric S 60 deg. 45 min. 11 sec. W., 271.10' to a pipe; thence S 60 deg. 31 min. 58 sec. W., 328.96' to a 5/8" rebar corner to Breck County Ready Mix Co. (DB 211 PG 039); thence leaving said Big Rivers Electric with said Breck County Ready Mix Co. N 16 deg. 17 min. 07 sec. W., 649.27' to a 5/8" rebar; thence leaving said Breck County Ready Mix Co. with J. Burke (DB 210 PG 470) N 56 deg. 14 min. 06 sec. W., 195.33' to a 5/8" rebar on the southerly side of said 60' R/W; thence with said 60' R/W a curve to the left having a radius at 802.45' and a long chord bearing at N 60 deg. 41 min. 03 sec. E., 184.17' to a 5/8" rebar to the beginning and containing 7.196 acres (more or less) per physical survey by Timothy W. Smith, L. S. 2373, In May 1996.

Deduction VI being a part of the same property conveyed to DRECKINRIDGE COUNTY DEVELOPMENT CORPORATION, by deed dated the 10th day of May, 1996, and, recorded in Deed Book 239, Page 327, in the office of the Clerk of the Breckinridge County Court.

DEDUCTION VII:

Parcel No. 128: Beginning at a point in the existing right of way line 9.050 meters (29.69 feet) right of US 60 station 14+486.296; thence with the existing right of way line South 50 degrees 02 minutes 44 seconds East, 43.580 meters (142.98 feet) to a point in the existing right of way line 8.892 meters (29.17 feet) right of US 60 station 14+529.876; thence with the existing right of way line South 40 degrees 09 minutes 31 seconds West, 9.322 meters (30.58 feet) to a point in the existing right of way line 18.214 meters (59.76 feet) right of US 60 station 14+529.876; thence with the existing right of way line South 43 degrees 59 minutes 36 seconds East, 45.771 meters (150.17 feet) to a point in the proposed right of way line 22.875 meters (75.05 feet) right of US 60 station 14+575.410; thence with the proposed right of way line North 71 degrees 30 minutes 52 seconds West, 16.583 meters (54.40 feet) to a point in the proposed right of way line 29.000 meters (95.14 feet) right of US 60 station 14+560.000; thence with the proposed right of way line North 42 degrees 04 minutes 22 seconds West, 74.249 meters (243.60 feet) to a point in the proposed right of way line 18.968 meters (62.23 feet) right of US 60 station 14+486.432; thence with the northwest property line North 39 degrees 22 minutes 26 seconds East, 9.919 meters (32.54 feet) to the point of beginning. The above described parcel contains .084 hectares (840 sq. meters, .207 acres, 9,038 sq. ft).

Deduction VII being a part of the same property conveyed to COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, by deed dated the 23rd day of January, 1999, and recorded in Deed Book 257, Page 364, in the office of the Clerk of the Breckinridge County Court.

DEDUCTION VIII: Being a 10.000 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 (1 8") in length, with a yellow plastic cap stamped "T.W. Smith, LS 2373". All bearings stated herein are based on the bearing on the southerly line of the W. Keenan O'Connell property from a previous survey.

BEGINNING at a (found) iron pin on the northerly right-of-way of a 60' easement corner to Breckinridge County Industrial Development Authority, Inc. (DB 239 PG 330); THENCE with said Breckinridge County Industrial Development Authority, Inc., N 46 deg. 01 min. 59 sec. W., 756.09' to a (found) iron pin corner to J. Burke (DB 210 PG 470) and J. Burke (DB 209 PG 081); THENCE with said J. Burke (DB 209 PG 081) N 45 deg. 27 min. 52 sec. W., 782.21' to a (found) iron pin; THENCE N 51 deg. 32 min. 49 sec. E., 242.78' to a (found) iron pin; THENCE N 73 deg. 08 min. 19 sec. E., 39.81' to a (set) 5/8" rebar; THENCE leaving said J. Burke with a new line in W. Keenan O'Connell (DB 185 PG 065) S 45 deg. 49 min. 25 sec. E., 1557.08' to a (set) 5/8" rebar on the northerly right-of-way of said 60' easement; THENCE with the northerly right-of-way of said 60' easement with a curve to the right having a radius at 742.45' and a long chord bearing at S 58 deg. 10 min. 11 sec. W., 286.23' to the POINT OF BEGINNING and CONTAINING 10.000 Acres (more or less) according to a physical survey by Timothy W. Smith, PLS 2373, during April 1999 per Job No. 87-232.

Deduction VIII being a part of the same property conveyed to BRECKINRIDGE COUNTY DEVELOPMENT CORPORATION, by deed dated the 11th day of May, 1999, and recorded in Deed Book 259, Page 424, in the office of the Clerk of the Breckinridge County Court.

DEDUCTION IX: Being a 12.369 acre tract located 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 (1 8") in length, with a yellow plastic cap stamped T.W. Smith, LS 2373. The basis of bearings stated herein are based on the westerly line of Breckinridge County Development Corp. (DB 259 P 424) property from a previous survey.

BEGINNING at a (found) 5/8" rebar on the northwesterly right-of-way of Industrial Park Road (60' R/W) corner to Breckinridge County Development Corp. (DB 259 PG 424); THENCE with said Breckinridge County Development Corp. N 45 deg. 49 min. 25 sec. W., 1557.08' to a (found) 5/8" rebar in the line of J. L. Burke Jr. (DB 209 PG 081); THENCE with said J. L. Burke Jr. N 73 deg. 07 min. 14 sec. E., 348.01' to a (found) 5/8" rebar; THENCE N 81 deg. 25 mi 11 sec. E., 35.53' to a (set) 5/8" rebar; THENCE S 51 deg. 50 min. 48 sec. E., 384.72' to a (set) 5/8" rebar corner to W. K. O'Connell (DB 185 PG 065); THENCE with new lines in said W. K. O'Connell S 37 deg. 49 min. 53 sec. W., 31.39' to a (set) 5/8" rebar; THENCE S 50 deg. 59 min. 49 sec. E., 887.38' to a (set) 5/8" rebar; THENCE S 41 deg. 46 min. 30 sec. E., 43.60' to a (set) 5/8" rebar on the northwesterly right-of-way of said Industrial Park Road; THENCE with the northwesterly right-of-way of said Industrial Park Road S 34 deg. 24 min. 38 sec. W., 259.71' ; THENCE with a curve to the left and with a radius of 742.45' and a long chord bearing at S 40

deg. 44 mm, 36 sec. W., 163.28' to the POINT OF BEGINNING and CONTAINING 12.369 Acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during December, 2001, per Job No. 87-232. The above described tract is subject to any easements, right-of-ways, restrictions, overlaps, vacancies, uncertainties, planning and zoning requirements 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.

Deduction IX being a part of the same property conveyed to BRECKINRIDGE COUNTY DEVELOPMENT CORPORATION, by deed dated the 21st day of February, 2002, and recorded in Deed Book 280, Page 280, in the office of the Clerk of the Breckinridge County Court.

BEING a part of the same property acquired by Keenan Wayne O'Connell by Estate and Trust Settlement Deed of Division dated June 1, 2017, and of record in Deed Book 403, at page 308, Office of the Breckinridge County Court Clerk.

Real Property Tax Parcel No. 59-4C

A certain tract or parcel of land lying and being about 1 mile west of Hardinsburg in Breckinridge County, Kentucky, and bounded and described as follows, to-wit: Beginning at a steel stake (found) on the northwest side of Kentucky Highway #992 and 30 feet from the center thereof, said point being 297.9 feet southwesterly along said highway from its intersection with U.S. Highway #60 and also being the southeast corner of a tract now or formerly owned by Charles Fentress as shown by deed dated May 28, 1960 and recorded in Deed Book 102, page 402, records of the Breckinridge County Court Clerk's Office; thence with lines of said tract North 42 degrees 15 minutes West, 480.55 feet to a steel stake (found); thence North 70 degrees 15 minutes East, 112.7 feet to a steel stake (set) in the south right of way of U.S. Highway #60 (25 feet from the center of the pavement) thence with said highway right of way North 57 degrees 38 ½ minutes West, 195.17 feet to a steel pin; thence North 54 degrees 01 ¼ minutes West, 139.56 feet to a steel post; thence North 53 degrees 34 minutes West, 1333.80 feet to a steel stake (set) 25 feet from the center of highway #60 and in the centerline of the proposed By-pass Highway; thence with the center of said proposed By-pass and a curve to the right with Delta Angle of 31 degrees 13 minutes 32 seconds and 2 degrees 30 minutes with chords as follows: South 46 degrees 38 minutes East, 6.98 feet to station 97 + 00; thence South 44 degrees 25 ½ minutes East, 50.0 feet; thence South 43 degrees 18 minutes East, 49.93 feet; thence South 41 degrees 55 minutes East, 50.01 feet; thence South 40 degrees 37 minutes East, 50.0 feet; thence South 39 degrees 27 minutes East, 49.98 feet; thence South 38 degrees 17 minutes East, 50.01 feet; thence South 37 degrees 17 minutes East, 50.04 feet; thence South 35 degrees 55 minutes East, 49.97 feet; thence South 34 degrees 30 ½ minutes East, 49.99 feet; thence South 32 degrees 23 ½ minutes East, 49.97 feet; thence South 31 degrees 50 minutes East, 49.17 feet; thence South 31 degrees 10 minutes East, 50.56 feet; thence South 29 degrees 50 minutes East, 50.26 feet; thence South 28 degrees 13 minutes East, 49.96 feet; thence South 26 degrees 57 minutes East, 50.04 feet; thence South 25 degrees 42 minutes East, 50.04 feet; thence South 24

degrees 22 minutes East, 50.03 feet to Centerline Station 105+50; thence South 22 degrees 47 ½ minutes East, 100.16 feet; thence South 22 degrees 30 minutes East; 354.13 feet to a steel stake (set) in a fence line at station 110+04.13; thence leaving said proposed centerline with an existing fence line South 61 degrees 04½ minutes West, 181.93 feet to a steel pin; thence South 69 degrees 38 minutes West, 140.99 feet to a steel pin; thence South 57 degrees 16 minutes West, 938.93 feet to a 1¼" steel pipe (found) at the northeast corner of the Big Rivers R. E. C. C. tract (see Deed Book 111, page 471); thence with line of said tract South 28 degrees 18 ½ minutes East, 729.74 feet to a steel stake (set) in the northwest right of way of Kentucky Highway #992 (30 feet from the center of said highway); thence with the northwest right of way of said highway North 57 degrees 57 minutes East, 1835.26 feet to a steel pin; thence North 55 degrees 32 minutes East, 109.61 feet to the point of beginning, containing 37.53 acres, more or less, according to a survey by D.R. Clemons, Ky. Reg. L. S. #1894, on February 23, 1984.

There is excepted from the above-described tract the following parcel conveyed to Kentucky District Council of the Assemblies of God, Inc., by deed from W. Keenan O'Connell, unmarried, dated May 18, 1984, and of record in Deed Book 170, at page 39, Office of the Breckinridge County Court Clerk:

A certain tract or parcel of land lying and being on U.S. Highway 60 about 1 mile west of Hardinsburg in Breckinridge County, Kentucky, and bounded and described as follows, to-wit: Beginning at an iron stake (set) in the southwest right of way of U.S. Highway 60 about 800 feet northwesterly along said highway from the intersection of Kentucky Highway 992, said point of beginning being 24 feet northwest of the steel post at the fifth corner of the description of the parent tract; thence leaving highway and severing parent tract with new lines South 41 degrees 37-1/4 minutes West, 330.81 feet to an iron stake (set) at the southwest base of a post in an existing fence line; thence North 22 degrees 30 minutes West, 450.67 feet to an iron stake (set); thence North 36 degrees 34 minutes East, 96.89 feet to an iron stake (set) in the southwest right of way of U.S. Highway 60; thence with said highway right of way South 53 degrees 34 minutes East, 415.72 feet to the point of beginning, containing 2.00 acres, more or less, with bearings referred to the survey of the parent tract, according to a survey by D. R. Clemons, Ky. Reg. L. S. #1894, on April 18, 1984.

There is also excepted from the above-described tract the following parcel conveyed to Robert N. Alexander and Tammy L. Alexander, husband and wife, by deed from W. Keenan O'Connell, unmarried, dated August 9, 1993, and of record in Deed Book 220, at page 552, Office of the Breckinridge County Court Clerk:

A certain tract of land lying and being in Breckinridge County, Ky., approx. 1 mile west of the city of Hardinsburg, between the "Old" U.S. 60 and the new U.S. 60 bypass and being more particularly bounded and described as follows:

Beginning at a steel survey stake (found) on the west side of the Old U.S. 60 (25' from center), said stake being the northeast corner of the Pleasant View Baptist Church lot (DB. 193, P. 640) and is referenced, N-67-50-45-E, 43.30 feet from the center of a utility pole and S-7-46-20-W, 66.88 feet from the southwest corner of a barn on opposite side of road, thence with the west side

of "Old" Hwy. 60 as follows: N 58° 14' 55" W 84.34 feet; N 58° 09' 58" W 94.38 feet; N 53° 57' 44" W 180.01 feet to a steel survey stake (found) on the west side of said road (25' from center) said stake being the southeast corner to The Assembly of God lot, (D. B. 170, P. 39), thence with the south line of the said Assembly of God tract, S 41° 37' 15" W 330.81 feet to a 1/2" rebar(set) at the base of a steel post at the southwest corner of the church lot, thence severing the parent tract, S 41° 37' 15" W 134.81 feet to a 1/2" rebar (set) in the east access control fence of the "New" U.S. 60 Bypass, thence with the east right-of-way fence of the Bypass as follows: S 22° 26' 23" E 161.60 feet to a brace post and S 22° 29' 28" E 173.87 feet to a 1/2" rebar (set) in said fence, a new corner to parent tract, thence again severing the parent tract, N 41° 37' 15" E 559.53 feet to a 5/8" rod (found) at the northwest corner of the Pleasant View Baptist Church lot, thence with the north line of the Pleasant View Church, N 70° 15' 00" E 112.57 feet (line passing approx. 2 feet north of power pole) to the beginning containing 3.89 acres more or less according to a survey made by Clemons Land Surveying on the 3rd of August, 1993. Kendall Clemons Ky. R. L. S. 2811. Subject to any and all rights-of-way, appurtenances and/or easements in effect to date.

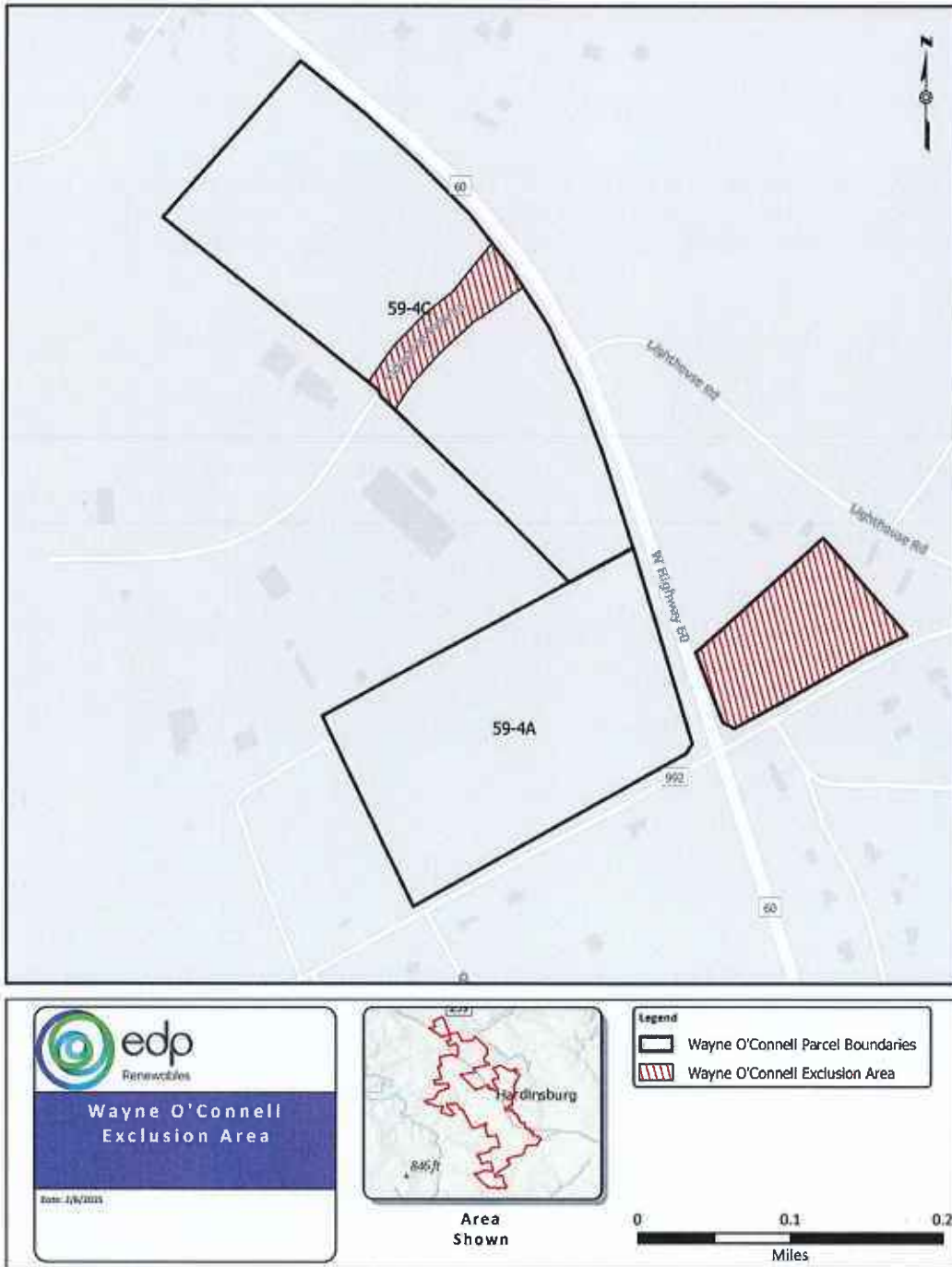
There is also excepted from the above-described tract the following parcel conveyed to Kentucky District Council of the Assemblies of God, Inc., by deed from W. Keenan O'Connell, unmarried, dated October 21, 1997, and of record in Deed Book 249, at page 254, Office of the Breckinridge County Court Clerk:

A certain tract of land lying and being in or near the northwest city limits of Hardinsburg, Breckinridge County, Ky., lying at the intersection of the "New" U.S. 60 Bypass and the "Old" U. S. 60 and being further described as follows: Beginning at a 1/2" rebar (set) on the southwest right-of-way of "Old" Hwy. 60 at the northeast corner of the Light House Assembly of God tract (D. B. 170 P. 39), said rod lying approx. 33' from center and is referenced N-55-42-53-W, 94.22 feet from a concrete right-of-way monument (found 25' from center); thence leaving the road and with the north and west lines of the said church lot as follows; S-40-05-06-W, 87.84 feet to a 1/2" rebar (found); and S-18-58-58-E, 450.66 feet to a 1/2" rebar (found) in the northwest line of the Keenan O'Connell tract (formerly Chuck Alexander); thence with the northwest line of said O'Connell, S-45-06-23-W, 134.81 feet to a 1/2" rebar (found) in the east access control fence of the "New" U.S. 60 Bypass; thence with the east right-of-way of the said Bypass and approx. with the access control fence as follows; N-18-40-24-W, 291.87 feet; N-24-36-29-W, 151.43 feet; N-19-06-01-W, 154.05 feet; N-10-10-30-W, 97.23 feet to the intersection with the "Old" U.S. 60; thence continuing with the "Old" hwy. 60 and nearly with the access control fence as follows; N-80-52-11-E, 71.35 feet; S-67-32-39-E, 121.70 to a concrete r/w monument at the end of the fence; thence continuing with the right-of-way of "Old" 60, S-55-42-53-E, 56.52 feet to the beginning. CONTAINING: 1.99 ACRES more or less according to a survey made by Clemons Land Surveying on the 12th of August, 1997. Kendall Clemons Ky. P. L. S. 2811. Subject to any and all rights-of-way, appurtenances, restrictions and/or easements in effect to date.

BEING a part of the same property acquired by Keenan Wayne O'Connell by Estate and Trust Settlement Deed of Division dated June 1, 2017, and of record in Deed Book 403, at Page 308, Office of the Breckinridge County Court Clerk.

EXHIBIT A-1

Depiction of the Property and Exclusion Area



LEASE AGREEMENT
(#KY-HAR1-013)

This Lease Agreement (this "Agreement") is made, dated and effective as of July 15, 2019 (the "Effective Date"), between **Keenan Wayne O'Connell** ("Owner"), and **OSER LLC, a Delaware limited liability company** (together with his heirs, 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 January 15, 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 54.24 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 the Letter Agreement Effective Date and will continue until the later of (a) the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the “Commercial Operation Date”), or (b) 7 years after the Letter Agreement Effective Date. Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, provided at least 90 days notice to Owner. The Initial Term plus either or both of such additional 10-year terms are called the “Term.” If the Start of Construction (as defined in Section 3.2) has not occurred prior to the seventh anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 90 days of such anniversary.

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) Lessee paid Owner the first Initial Rent payment, in advance, within thirty (30) days from the Letter Agreement Effective Date in the amount of \$25.00 per acre of the Property. (b) Lessee will pay Owner the following amounts:

(a) Initial Rent. (a) \$25.00 per acre of the Property, excluding the acreage of any one or more Project Sites upon which Lessee has commenced construction of Solar Facilities, within 30 days after the first and second anniversaries of the Letter Agreement Effective Date (b) \$30.00 per acre of the Property, excluding the acreage of any one or more Project Sites upon which Lessee has commenced construction of Solar Facilities, within 30 days after the third and fourth anniversaries of the Letter Agreement Effective Date and (c) \$35.00 per acre of the

Property, excluding the acreage of any one or more Project Sites upon which Lessee has commenced construction of Solar Facilities, within 30 days after the fifth and sixth anniversaries of the Letter Agreement Effective Date. In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, Lessee will pay Owner \$500 per year per station located on the Property. The payments for a meteorological monitoring station shall be made within 30 days after the installation of the station and each anniversary of the Effective Date thereafter until the Start of Construction of Solar Facilities on the Property, in which case all such payments shall cease.

(b) Operational Rent. If Lessee constructs Solar Facilities on the Property, Lessee will pay Owner \$700 per acre of each Project Site occupied by Solar Facilities within 30 days after the Start of Construction of Solar Facilities on such Project Site and the following amounts on each anniversary thereof during the remainder of the Term (“Operational Rent”).

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1-3	\$700/acre
10-19	\$800/acre
20-29	\$900/acre
30 and	\$1,000/acre

Notwithstanding the foregoing, for purposes of calculating Operational Rent for a Project Site (a) Lessee shall pay Operational Rent for the Timber Property located within such Project Site at the rate of \$350 per acre and not the \$700 per acre rate applicable to the remainder of the acreage within the Project Site, and (b) all subsequent Operational Rent payments will be paid at the same rate as the rest of the Project Site.

(c) Payment for Assistance. Lessee had paid Owner \$2,500 for Owner’s assistance in accessing adjacent utility-owned property. Within thirty days of the first anniversary of the Letter Agreement Effective Date, Lessee shall make one additional \$2,500 payment to Owner for Owner’s continued assistance in providing access to adjacent utility-owned property.

4.2 Inflation Adjustment. The amount of Operational Rent shall be adjusted annually by the increase or decrease in the Gross Domestic Product Implicit Price Deflator for all goods and services (2009 = 100) published in the Survey of Current Business by the U.S. Department of Commerce, Bureau of Economic Analysis (“Index”), but not more than 5% per year. Any annual increase in the Index above 5% 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 the Index for the calendar quarter in which the Commercial Operation Date for the Project occurs (the “Beginning Index”). The adjustment shall be effective for every full calendar year following such Commercial Operation Date. Operational Rent for a given year shall be determined by multiplying the Operational Rent for that year under this Agreement by a fraction, the numerator of which is the Index published for the third or fourth quarter of the calendar year prior to each adjustment and the denominator of which is the Beginning Index. 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 within 30 days after the Commercial Operation Date of the Project and, if applicable, each anniversary thereof, during the remainder of the Term:

(a) If overhead power lines are installed by Lessee on or over the Property outside of a Project Site pursuant to Section 10.1, then Lessee will make annual payments to Owner equal to \$1.50 per linear foot of the actual length of the corridor for overhead power lines that crosses the Property outside of a Project Site.

(b) If underground collection lines are installed by Lessee under the Property outside of a Project Site pursuant to Section 10.1, then Lessee will make annual payments to Owner equal to \$0.50 per linear foot of the actual length of the collection lines installed under the Property outside of a Project Site.

(c) If new roads are constructed by Lessee on the Property outside of a Project Site pursuant to Section 8.6, then Lessee will make annual payments to Owner equal to \$0.25 per linear foot of the actual length of the roads constructed on the Property outside of a Project Site.

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, whether or not Lessee leases or purchases such acreage, Lessee will make a one-time payment to Owner within 60 days of the Commercial Operation Date of the Project equal to 150% of the fair market value of such acreage for agricultural use. 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 attributable to Solar Facilities and other improvements on the Property installed by Lessee. Lessee shall also pay or reimburse Owner for any increase in real property taxes levied against the Property as a result of such installations or attributable to a reclassification of the Property as a result of this Agreement. 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. In the event that Owner fails to pay or its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

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”).

In no case shall Lessee be required to pay more than a single total compensation amount on any given property. The Crop Damage Payment will be calculated using the following formula: $Unit\ Price \times 100\% \times Unit\ Yield\ Per\ Acre \times Acres\ Damaged - Damages$. Unit Price will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the previous three (3) years, or, according to Owner's records for the smallest period of time that includes the damaged area. 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.

(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.

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]
[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]

[REDACTED]
[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] shall not affect, or cause a termination of, any such new lease agreement or any such new interests granted under any other such new lease agreement and (ii) in the event of a termination of any such new lease agreement, [REDACTED] the remaining new lease agreements and all rights granted therein, including all easements affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), shall remain in full force and effect without any further compensation due Owner.

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, including, without limitation, a perpetual easement. Alternatively, at Lessee's election, 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] [REDACTED] the other half will be payable [REDACTED] [REDACTED]

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Lessee grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. 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 Mortgage") 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 disaffirmation 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.

~~Lessee shall remove all Solar Facilities and restore the Property with the highest level of care and attention to detail, and shall be responsible for all costs of removal and restoration, including but not limited to, the cost of any and all permits, fees, taxes, and other charges that may be assessed or levied by any governmental authority. Lessee shall be responsible for the removal of such Solar Facilities and restored the Property in accordance with this Section 12.3.~~

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; 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:

Keenan Wayne O'Connell

[REDACTED]

[REDACTED]

[REDACTED]

Email:

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

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 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]

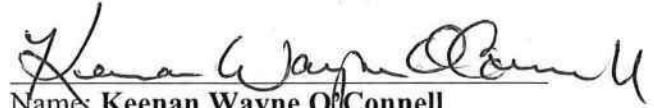
13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, 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”


Name: Keenan Wayne O'Connell

“Lessee”

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


By: 
Name: _____
Title: Nicholas A. Hiza
Vice 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. 59-4A

Being a 114.8248 acre tract located approximately 1 mile west of Hardinsburg, Kentucky on the westerly side of U.S. Highway 60 and further described as follows:

BEGINNING at a steel brace post in the southwesterly R/W of the new Hardinsburg Bypass (U.S. 60), being 80' right of Station 110+12.30 corner to K. O'Connell (Deed Book I 69, Page 246); thence with said O'Connell S 63 deg. 30 min. 00 sec. W., 100.72' to a 3/8" steel rebar; thence S 73 deg. 4 min. 54 sec. W., 141.09' to a 3/8" steel rebar; thence S 60 deg. 45 min. 12 sec. W., 938.82' to I 1/4" pipe corner to the Big Rivers Electric (Deed Book 111, Page 471); thence with Big Rivers Electric S 60 deg. 31 min. 58 sec. W., 731.52' to a 5/8" rebar in the line of L. Newby (Deed Book 88, Page 468); thence with said Newby N 15 deg. 59 min. 50 sec. W., 618.63' to a 5/8" rebar; thence S 89 deg. 10 min. 58 sec. W., 1593.10' to a 5/8" rebar; thence with new lines in H. Beard, Jr. N 45 deg. 55 min. 7 sec. W., 172.75' to a 5/8" rebar; thence N 12 deg. 44 min. 37 sec. W., 147.88' to a 5/8" rebar; thence N 52 deg. 51 min. 55 sec. W., 416.37' to a 5/8" rebar; thence N 30 deg. 12 min. 54 sec. E., 462.59' to a 5/8" rebar; thence S 56 deg. 13 min. 2 sec. E., 358.08' to a 5/8" rebar; thence N 42 deg. 16 min. 49 sec. E., 142.96' to a 5/8" rebar; thence N 62 deg. 5 min. 31 sec. E., 214.50' to a 5/8" rebar; thence N 87 deg. 18 min. 23 sec. E., 139.81' to a 5/8" rebar; thence S 85 deg. 39 min. 59 sec. E., 181.45' to a 5/8" rebar; thence S 75 deg. 8 min. 6 sec. E., 253.93' to a 5/8" rebar; thence S 55 deg. 30 min. 59 sec. E., 32.09' to a 5/8" rebar; thence S 15 deg. 12 min. 13 sec. E., 79.68' to a 5/8" rebar; thence S 70 deg. 22 min. 57 sec. E., 321.20' to a 5/8" rebar; thence N 57 deg. 18 min. 42 sec. E., 538.03' to a 5/8" rebar; thence N 45 deg. 27 min. 52 sec. W., 782.21' to a 5/8" rebar; thence N 51 deg. 32 min. 49 sec. E., 242.78' to a 5/8" rebar; thence N 73 deg. 8 min. 19 sec. E., 387.85' to a 5/8" rebar; thence N 81 deg. 25 min. 11 sec. E., 35.53' to a 5/8" rebar; thence S 51 deg. 51 min. 15 sec. E., 384.71' to a 5/8" rebar; thence N 45 deg. 21 min. 1 sec. E., 713.96' to a 5/8" rebar in the R/W of the existing U.S. Hwy. 60; thence with said R/W and continuing with the new Hardinsburg Bypass (U.S. 60) R/W S 49 deg. 51 min. 14 sec. E., 163.86'; thence S 39 deg. 30 min. 42 sec. W., 35.00' to a concrete R/W monument; thence S 44 deg. 27 min. 58 sec. E., 151.06' to a concrete R/W monument, being 75.00' right of centerline Station 92+50; thence S 51 deg. 1 min. 28 sec. E., 180.93' to a concrete R/W monument; thence with a curve to the right having a radius of 2221.83' and a long chord at S 36 deg. 43 min. 15 sec. E., 881.70' to the P.T.; thence S 22 deg. 58 min. 59 sec. E., 177.82'; thence S 17 deg. 56 min. 5 sec. E., 475.82 to the beginning and containing 114.8248 acres (more or less) per physical survey by Timothy W. Smith, L. S. 2373.

DEDUCTION I: Being a 10.0001 acre tract located on the southerly side of a 60' R/W leading from the New Hardinsburg Bypass near Hardinsburg in Breckinridge County, Kentucky and further described as follows:

BEGINNING at a steel brace post in the westerly R/W of the New Hardinsburg Bypass (U.S. HWY. 60) being 80' left of centerline station 110 + 12.30 corner to K. O'Connell (D. B. 169, Pg. 246); thence with said O'Connell. S 63 deg. 30 min. 00 sec. W., 100.72' to a 3/8" steel pin; thence S 73 deg. 04 min. 54 sec. W., 141.09' to a 3/8" steel pin being the TRUE POINT OF BEGINNING; thence continuing with said O'Connell S 60 deg. 45 min. 11 sec. W., 667.72' to a 5/8" rebar; thence with new lines in K, O'Connell N 35 deg. 54 min. 19 sec. W., 651.47' to a 5/8" rebar on the southerly side of a 60' R/W; thence with said R/W, a curve to the left having a radius of 802.45' and a long chord at N 44 deg. 15 min. 44 sec. E., 274.07' to a 5/8" rebar; thence N 34 deg. 25 min. 47 sec. E., 249.89' to a 5/8" rebar; thence with a new line in K. O'Connell S 46 deg. 18 min. 33 sec. E., 874.16' to the beginning and containing 10.0001 acres (more or less) per physical survey by Timothy W. Smith, L. S. 2373.

Deduction I being a part of the same property conveyed to BRECKINRIDGE COUNTY DEVELOPMENT CORPORATION, by deed dated the 11th day of May, 1990, and recorded in Deed Book 200, page 39, in the office of the Clerk of the Breckinridge County Court.

NOTE: DEDUCTION II as set forth in a prior deed of record is intentionally omitted here because the parcel described as DEDUCTION II was actually the description of a utility easement over the above-described 114.8248-acre parcel and not a fee-simple conveyance out of said parcel. See instrument dated the 11th day of May, 1990, and recorded in Deed Book 200, Page 42, in the office of the Clerk of the Breckinridge County Court.

NOTE: DEDUCTION III as set forth in a prior deed of record is intentionally omitted here because the parcels described as DEDUCTION III were the subject of a 3-year option to the Breckinridge County Development Corporation dated the 11th day of May, 1990, and recorded in Deed Book 200, page 45, in the office of the Clerk of the Breckinridge County Court, and were not conveyed in said instrument.

DEDUCTION IV: Being a 43.1636 acre tract located on the westerly side of U.S. 60 near Hardinsburg in Breckinridge County, Kentucky and further described as follows:

BEGINNING at a 5/8" rebar corner to L. Newby (DB 88 PG 468), being the northeasterly corner of Newby; thence with said Newby S 89 deg. 10 min. 58 sec. W., 1593.10' to a 5/8" rebar; thence S 87 deg. 11 min. 36 sec. W., 193.81' to a 5/8" rebar corner to J. Burke, Jr. (DB 209 PG 81); thence with Burke N 45 deg. 55 min. 07 sec. W., 172.25' to a 5/8" rebar; thence N 12 deg. 44 min. 37 sec. W., 147.88' to a 5/8" rebar; thence N 52 deg. 51 min. 55 sec. W., 416.37' to a 5/8" rebar; thence N 30 deg. 12 min. 54 sec. E., 462.59' to a 5/8" rebar; thence S 56 deg. 13 min. 02 sec. E., 358.08' to a 5/8" rebar; thence N 42 deg. 16 min. 49 sec. E., 142.96' to a 5/8" rebar; thence N 62 deg. 05 min. 30 sec. E., 214.50' to a 5/8" rebar; thence N 87 deg. 18 min. 23 sec. E., 139.81' to a 5/8" rebar; thence S 85 deg. 39 min. 59 sec. E., 181.45' to a 5/8" rebar; thence S 75 deg. 06 min. 06 sec. E. 253.93' to a 5/8" rebar; thence S 55 deg. 30 min. 59 sec. E., 32.09' to a 5/8" rebar; thence S 15 deg. 12 min. 13 sec. E., 79.68' to a 5/8" rebar; thence S 70 deg. 22 min. 57 sec. E., 321.20' to a 5/8" rebar; thence N 57 deg. 18 min. 42 sec. E., 538.03'

to a 5/8" rebar; thence with new lines in K. O'Connell (DB 185 PG 65) S 46 deg. 01 min. 59 sec. E., 756.09' to a 5/8" rebar on the northerly side of a 60' right-of-way; thence S 46 deg. 01 min. 59 sec. E., 65.83' to a 5/8" rebar on the southerly side of said right-of-way; thence continuing with a new line in K. O'Connell S. 56 deg. 14 min. 06 sec. W., 603.00' to the beginning and containing 43.1636 acres (more or less) per physical survey by Timothy W. Smith, L. S. 2373.

Also transferred herewith is the right of ingress and egress over a 60' right-of-way leading to the above described tract from U.S. HWY 60 and further described as follows: BEGINNING at a 5/8" rebar corner to the above described tract; thence with said tract N 46 deg. 01 min. 59 sec. W., 65.83' to a 5/8" rebar; thence leaving said tract with a 60' right-of-way, a curve to the left having a radius of 752.45' and a long chord bearing at N. 51 deg. 51 min, 16 sec. E., 444.72' to the PT; thence N. 34 deg. 25 min. 47 sec. E., 289.27' to the PC; thence with a curve to the right having a radius of 1175.04' and a long chord bearing at N. 44 deg. 20 min. 15 sec. E., 404.36' to the PT; thence N 54 deg. 14 min. 43 sec. E., 199.80' to a 5/8" rebar in the southwesterly corner of U.S. HWY 60; thence with U.S. HWY 60, a curve to the right having a radius of 2221.83' and a long chord bearing at S. 35 deg. 45 min. 17 sec. E., 60.00' to a 5/8" rebar; thence leaving U.S. Hwy. 60 S 54 deg. 14 min. 43 sec. W., 199.80' to the PC; thence with a curve to the right having a radius of 1115.04' and a long chord bearing at S. 44 deg. 20 min. 15 sec. W., 383.71' to the PT; thence S. 34 deg. 25 min, 47 sec. W., 289.27' to the PC; thence with a curve to the left having a radius of 802.45' and a long chord bearing at S. 50 deg. 51 min. 06 sec. W., 453.72' to the beginning.

Deduction IV being a part of the same property conveyed to JOSEPH L. BURKE, JR. and JUNE ANN BURKE, his wife, by deed dated the 23rd day of January, 1992, and recorded in Deed Book 210, page 470, in the office of the Clerk of the Breckinridge County Court.

DEDUCTION V: Being a 5.6777 acre tract located near the southerly side of a 60' R/W leading from U.S. Hwy. 60 near the town of Hardinsburg in Breckinridge County, Kentucky and further described as follows:

BEGINNING at a 5/8" rebar corner to L. Newby (D. B. 88, Pg. 468) and K. O'Connell (D. B. 185, pg. 65) and Burk (D. B. 209, pg. 181); thence with said Burk N 56 deg. 14 min. 06 sec. E., 407.67' to a 5/8" rebar; thence leaving said Burk with a new line in said O'Connell S 16 deg. 17 min. 07 sec. E., 649.27' to a 5/8" rebar in the line of Big Rivers Electric (D. B. 111, Pg. 471); thence with Big Rivers Electric S 60 deg. 31 min. 58 sec. W., 402,56' to a 5/8" rebar in the line of said Newby; thence with said Newby N 15 deg. 59 min. 50 sec. W., 618.63' to the beginning and containing 5.6777 acres (more or less) per physical survey by Timothy W. Smith, L. S. 2373.

Deduction V being a part of the same property conveyed to BRECKINRIDGE COUNTY DEVELOPMENT CORPORATION by deed dated the 28th day of February, 1992, and recorded in Deed Book 211, Page 326, in the office of the Clerk of the Breckinridge County Court.

DEDUCTION VI: Being a 7.196 acre tract located west of U.S. HWY. 60 near the town of Hardinsburg, in Breckinridge County, Kentucky and further described as follows:

BEGINNING at a 5/8" rebar on the southerly side of a 60' R/W corner to Breckinridge County Development Corporation (DB 200 PG 039); thence with said Breckinridge County Development Corporation S 35 deg. 54 min. 19 sec. E., 651.47' to a 5/8" rebar in the line of Big Rivers Electric (DB 111 PG 471); thence with said Big Rivers Electric S 60 deg. 45 min. 11 sec. W., 271.10' to a pipe; thence S 60 deg. 31 min. 58 sec. W., 328.96' to a 5/8" rebar corner to Breck County Ready Mix Co. (DB 211 PG 039); thence leaving said Big Rivers Electric with said Breck County Ready Mix Co. N 16 deg. 17 min. 07 sec. W., 649.27' to a 5/8" rebar; thence leaving said Breck County Ready Mix Co. with J. Burke (DB 210 PG 470) N 56 deg. 14 min. 06 sec. W., 195.33' to a 5/8" rebar on the southerly side of said 60' R/W; thence with said 60' R/W a curve to the left having a radius at 802.45' and a long chord bearing at N 60 deg. 41 min. 03 sec. E., 184.17' to a 5/8" rebar to the beginning and containing 7.196 acres (more or less) per physical survey by Timothy W. Smith, L. S. 2373, In May 1996.

Deduction VI being a part of the same property conveyed to BRECKINRIDGE COUNTY DEVELOPMENT CORPORATION, by deed dated the 10th day of May, 1996, and, recorded in Deed Book 239, Page 327, in the office of the Clerk of the Breckinridge County Court.

DEDUCTION VII:

Parcel No. 128: Beginning at a point in the existing right of way line 9.050 meters (29.69 feet) right of US 60 station 14+486.296; thence with the existing right of way line South 50 degrees 02 minutes 44 seconds East, 43.580 meters (142.98 feet) to a point in the existing right of way line 8.892 meters (29.17 feet) right of US 60 station 14+529.876; thence with the existing right of way line South 40 degrees 09 minutes 31 seconds West, 9.322 meters (30.58 feet) to a point in the existing right of way line 18.214 meters (59.76 feet) right of US 60 station 14+529.876; thence with the existing right of way line South 43 degrees 59 minutes 36 seconds East, 45.771 meters (150.17 feet) to a point in the proposed right of way line 22.875 meters (75.05 feet) right of US 60 station 14+575.410; thence with the proposed right of way line North 71 degrees 30 minutes 52 seconds West, 16.583 meters (54.40 feet) to a point in the proposed right of way line 29.000 meters (95.14 feet) right of US 60 station 14+560.000; thence with the proposed right of way line North 42 degrees 04 minutes 22 seconds West, 74.249 meters (243.60 feet) to a point in the proposed right of way line 18.968 meters (62.23 feet) right of US 60 station 14+486.432; thence with the northwest property line North 39 degrees 22 minutes 26 seconds East, 9.919 meters (32.54 feet) to the point of beginning. The above described parcel contains .084 hectares (840 sq. meters, .207 acres, 9,038 sq. ft).

Deduction VII being a part of the same property conveyed to COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, by deed dated the 23rd day of January, 1999, and recorded in Deed Book 257, Page 364, in the office of the Clerk of the Breckinridge County Court.

DEDUCTION VIII: Being a 10.000 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 bearing on the southerly line of the W. Keenan O'Connell property from a previous survey.

BEGINNING at a (found) iron pin on the northerly right-of-way of a 60' easement corner to Breckinridge County Industrial Development Authority, Inc. (DB 239 PG 330); THENCE with said Breckinridge County Industrial Development Authority, Inc., N 46 deg. 01 min. 59 sec. W., 756.09' to a (found) iron pin corner to J. Burke (DB 210 PG 470) and J. Burke (DB 209 PG 081); THENCE with said J. Burke (DB 209 PG 081) N 45 deg. 27 min. 52 sec. W., 782.21' to a (found) iron pin; THENCE N 51 deg. 32 min. 49 sec. E., 242.78' to a (found) iron pin; THENCE N 73 deg. 08 min. 19 sec. E., 39.81' to a (set) 5/8" rebar; THENCE leaving said J. Burke with a new line in W. Keenan O'Connell (DB 185 PG 065) S 45 deg. 49 min. 25 sec. E., 1557.08' to a (set) 5/8" rebar on the northerly right-of-way of said 60' easement; THENCE with the northerly right-of-way of said 60' easement with a curve to the right having a radius at 742.45' and a long chord bearing at S 58 deg. JO min. 11 sec. W., 286.23' to the POINT OF BEGINNING and CONTAINING 10.000 Acres (more or less) according to a physical survey by Timothy W. Smith, PLS 2373, during April 1999 per Job No. 87-232.

Deduction VIII being a part of the same property conveyed to BRECKINRIDGE COUNTY DEVELOPMENT CORPORATION, by deed dated the 11th day of May, 1999, and recorded in Deed Book 259, Page 424, in the office of the Clerk of the Breckinridge County Court.

DEDUCTION IX: Being a 12.369 acre tract located 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. The basis of bearings stated herein are based on the westerly line of Breckinridge County Development Corp. (DB 259 P 424) property from a previous survey.

BEGINNING at a (found) 5/8" rebar on the northwesterly right-of-way of Industrial Park Road (60' R/W) corner to Breckinridge County Development Corp. (DB 259 PG 424); THENCE with said Breckinridge County Development Corp. N 45 deg. 49 min. 25 sec. W., 1557.08' to a (found) 5/8" rebar in the line of J. L. Burke Jr. (DB 209 PG 081); THENCE with said J. L. Burke Jr. N 73 deg. 07 min. 14 sec. E., 348.01' to a (found) 5/8" rebar; THENCE N 81 deg. 25 mi 11 sec. E., 35.53' to a (set) 5/8" rebar; THENCE S 51 deg. 50 min. 48 sec. E., 384.72' to a (set) 5/8" rebar corner to W. K. O'Connell (DB 185 PG 065); THENCE with new lines in said W. K. O'Connell S 37 deg. 49 deg. 53 sec. W., 31.39' to a (set) 5/8" rebar; THENCE S 50 deg. 59 min. 49 sec. E., 887.38' to a (set) 5/8" rebar; THENCE S 41 deg. 46 min, 30 sec. E., 43.60' to a (set) 5/8" rebar on the northwesterly right-of-way of said Industrial Park Road; THENCE with the northwesterly right-of-way of said Industrial Park Road S 34 deg. 24 min. 38 sec. W., 259.71 ' ; THENCE with a curve to the left and with a radius of 742.45' and a long chord bearing at S 40 deg. 44 mm, 36 sec. W., 163.28' to the POINT OF BEGINNING and CONTAINING 12.369 Acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during December, 2001, per Job No. 87-232. The above described tract is subject to any easements, right-of-ways, restrictions, overlaps, vacancies, uncertainties, planning

and zoning requirements 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.

Deduction IX being a part of the same property conveyed to BRECKINRIDGE COUNTY DEVELOPMENT CORPORATION, by deed dated the 21st day of February, 2002, and recorded in Deed Book 280, Page 280, in the office of the Clerk of the Breckinridge County Court.

AND BEING a part of the same property conveyed to the W. Keenan O'Connell Trust dated the 20th day of May 2003 by deed from W. Keenan O'Connell, unmarried, dated December 2, 2003, and of record in Deed Book 294, at page 550, Office of the Breckinridge County Court Clerk. Said trust agreement was amended and restated by an Amendment and Restatement to Trust Agreement executed by Keenan O'Connell on September 11, 2005. See also deed of correction to W. Keenan O'Connell, LLC, a Kentucky limited liability company, from W. Keenan O'Connell, unmarried, dated January 22, 2004, and of record in Deed Book 295, at page 534, Office of the Breckinridge County Court Clerk.

Real Property Tax Parcel No. 59-4C

A certain tract or parcel of land lying and being about 1 mile west of Hardinsburg in Breckinridge County, Kentucky, and bounded and described as follows, to-wit: Beginning at a steel stake (found) on the northwest side of Kentucky Highway #992 and 30 feet from the center thereof, said point being 297.9 feet southwesterly along said highway from its intersection with U.S. Highway #60 and also being the southeast corner of a tract now or formerly owned by Charles Fentress as shown by deed dated May 28, 1960 and recorded in Deed Book 102, page 402, records of the Breckinridge County Court Clerk's Office; thence with lines of said tract North 42 degrees 15 minutes West, 480.55 feet to a steel stake (found); thence North 70 degrees 15 minutes East, 112.7 feet to a steel stake (set) in the south right of way of U.S. Highway #60 (25 feet from the center of the pavement) thence with said highway right of way North 57 degrees 38 ½ minutes West, 195.17 feet to a steel pin; thence North 54 degrees 01¼ minutes West, 139.56 feet to a steel post; thence North 53 degrees 34 minutes West, 1333.80 feet to a steel stake (set) 25 feet from the center of highway #60 and in the centerline of the proposed By-pass Highway; thence with the center of said proposed By-pass and a curve to the right with Delta Angle of 31 degrees 13 minutes 32 seconds and 2 degrees 30 minutes with chords as follows: South 46 degrees 38 minutes East, 6.98 feet to station 97 + 00; thence South 44 degrees 25½ minutes East, 50.0 feet; thence South 43 degrees 18 minutes East, 49.93 feet; thence South 41 degrees 55 minutes East, 50.01 feet; thence South 40 degrees 37 minutes East, 50.0 feet; thence South 39 degrees 27 minutes East, 49.98 feet; thence South 38 degrees 17 minutes East, 50.01 feet; thence South 37 degrees 17 minutes East, 50.04 feet; thence South 35 degrees 55 minutes East, 49.97 feet; thence South 34 degrees 30½ minutes East, 49.99 feet; thence South 32 degrees 23½ minutes East, 49.97 feet; thence South 31 degrees 50 minutes East, 49.17 feet; thence South 31 degrees IO minutes East, 50.56 feet; thence South 29 degrees 50 minutes East, 50.26 feet; thence South 28 degrees 13 minutes East, 49.96 feet; thence South 26 degrees 57 minutes East, 50.04 feet; thence South 25 degrees 42 minutes East, 50.04 feet; thence South 24 degrees 22 minutes East, 50.03 feet to Centerline Station I 05+50; thence South 22 degrees 47 ½

minutes East, 100.16 feet; thence South 22 degrees 30 minutes East; 354.13 feet to a steel stake (set) in a fence line at station I 10+04.13; thence leaving said proposed centerline with an existing fence line South 61 degrees 04½ minutes West, 181.93 feet to a steel pin; thence South 69 degrees 38 minutes West, 140.99 feet to a steel pin; thence South 57 degrees 16 minutes West, 938.93 feet to a 1¼" steel pipe (found) at the northeast corner of the Big Rivers R. E. C. C. tract (see Deed Book 111, page 471); thence with line of said tract South 28 degrees 18 ½ minutes East, 729.74 feet to a steel stake (set) in the northwest right of way of Kentucky Highway #992 (30 feet from the center of said highway); thence with the northwest right of way of said highway North 57 degrees 57 minutes East, 1835.26 feet to a steel pin; thence North 55 degrees 32 minutes East, 109.61 feet to the point of beginning, containing 37.53 acres, more or less, according to a survey by D.R. Clemons, Ky. Reg. L. S. #1894, on February 23, 1984. There is excepted from the above-described tract the following parcel conveyed to Kentucky District Council of the Assemblies of God, Inc., by deed from W. Keenan O'Connell, unmarried, dated May 18, 1984, and of record in Deed Book 170, at page 39, Office of the Breckinridge County Court Clerk:

A certain tract or parcel of land lying and being on U.S. Highway 60 about 1 mile west of Hardinsburg in Breckinridge County, Kentucky, and bounded and described as follows, to-wit: Beginning at an iron stake (set) in the southwest right of way of U.S. Highway 60 about 800 feet northwesterly along said highway from the intersection of Kentucky Highway 992, said point of beginning being 24 feet northwest of the steel post at the fifth corner of the description of the parent tract; thence leaving highway and severing parent tract with new lines South 41 degrees 37-1/4 minutes West, 330.81 feet to an iron stake (set) at the southwest base of a post in an existing fence line; thence North 22 degrees 30 minutes West, 450.67 feet to an iron stake (set); thence North 36 degrees 34 minutes East, 96.89 feet to an iron stake (set) in the southwest right of way of U.S. Highway 60; thence with said highway right of way South 53 degrees 34 minutes East, 415.72 feet to the point of beginning, containing 2.00 acres, more or less, with bearings referred to the survey of the parent tract, according to a survey by D. R. Clemons, Ky. Reg. L. S. #1894, on April 18, 1984.

There is also excepted from the above-described tract the following parcel conveyed to Robert N. Alexander and Tammy L. Alexander, husband and wife, by deed from W. Keenan O'Connell, unmarried, dated August 9, 1993, and of record in Deed Book 220, at page 552, Office of the Breckinridge County Court Clerk:

A certain tract of land lying and being in Breckinridge County, Ky., approx. 1 mile west of the city of Hardinsburg, between the "Old" U.S. 60 and the new U.S. 60 bypass and being more particularly bounded and described as follows:

Beginning at a steel survey stake (found) on the west side of the Old U.S. 60 (25' from center), said stake being the northeast corner of the Pleasant View Baptist Church lot (DB. 193, P. 640) and is referenced, N-67-50-45-E, 43.30 feet from the center of a utility pole and S-7-46-20-W, 66.88 feet from the southwest corner of a barn on opposite side of road, thence with the west side of "Old" Hwy. 60 as follows: N 58° 14' 55" W 84.34 feet; N 58° 09' 58" W 94.38 feet; N 53° 57' 44" W 180.01 feet to a steel survey stake (found) on the west side of said road (25' from center) said stake being the southeast corner to The Assembly of God lot, (D. B. 170, P. 39), thence with the south line of the said Assembly of God tract, S 41° 37' 15" W 330.8! feet to a 1/2" rebar(set)

at the base of a steel post at the southwest corner of the church lot, thence severing the parent tract, S 41° 37' 15" W 134.81 feet to a 1/2" rebar (set) in the east access control fence of the "New" U.S. 60 Bypass, thence with the east right-of-way fence of the Bypass as follows: S 22° 26' 23" E 161.60 feet to a brace post and S 22° 29' 28" E 173.87 feet to a 1/2" rebar (set) in said fence, a new corner to parent tract, thence again severing the parent tract, N 41° 37' 15" E 559.53 feet to a 5/8" rod (found) at the northwest corner of the Pleasant View Baptist Church lot, thence with the north line of the Pleasant View Church, N 70° 15' 00" E 112.57 feet (line passing approx. 2 feet north of power pole) to the beginning containing 3.89 acres more or less according to a survey made by Clemons Land Surveying on the 3rd of August, 1993. Kendall Clemons Ky. R. L. S. 2811. Subject to any and all rights-of-way, appurtenances and/or easements in effect to date.

There is also excepted from the above-described tract the following parcel conveyed to Kentucky District Council of the Assemblies of God, Inc., by deed from W. Keenan O'Connell, unmarried, dated October 21, 1997, and of record in Deed Book 249, at page 254, Office of the Breckinridge County Court Clerk:

A certain tract of land lying and being in or near the northwest city limits of Hardinsburg, Breckinridge County, Ky., lying at the intersection of the "New" U.S. 60 Bypass and the "Old" U. S. 60 and being further described as follows: Beginning at a 1/2" rebar (set) on the southwest right-of-way of "Old" Hwy. 60 at the northeast corner of the Light House Assembly of God tract (D. B. 170 P. 39), said rod lying approx. 33' from center and is referenced N-55-42-53-W, 94.22 feet from a concrete right-of-way monument (found 25' from center); thence leaving the road and with the north and west lines of the said church lot as follows; S-40-05-06-W, 87.84 feet to a 1/2" rebar (found); and S-18-58-58-E, 450.66 feet to a 1/2" rebar (found) in the northwest line of the Keenan O'Connell tract (formerly Chuck Alexander); thence with the northwest line of said O'Connell, S-45-06-23-W, 134.81 feet to a 1/2" rebar (found) in the east access control fence of the "New" U.S. 60 Bypass; thence with the east right-of-way of the said Bypass and approx. with the access control fence as follows; N-18-40-24-W, 291.87 feet; N-24-36-29-W, 151.43 feet; N-19-06-01-W, 154.05 feet; N-10-10-30-W, 97.23 feet to the intersection with the "Old" U.S. 60; thence continuing with the "Old" hwy. 60 and nearly with the access control fence as follows; N-80-52-11-E, 71.35 feet; S-67-32-39-E, 121.70 to a concrete r/w monument at the end of the fence; thence continuing with the right-of-way of "Old" 60, S-55-42-53-E, 56.52 feet to the beginning. CONTAINING: 1.99 ACRES more or less according to a survey made by Clemons Land Surveying on the 12th of August, 1997. Kendall Clemons Ky. P. L. S. 281 I. Subject to any and all rights-of-way, appurtenances, restrictions and/or easements in effect to date.

AND BEING a part of the same property conveyed to the W. Keenan O'Connell Trust dated the 20th day of May 2003 by deed from W. Keenan O'Connell, unmarried, dated December 2, 2003, and of record in Deed Book 294, at page 550, Office of the Breckinridge County Court Clerk. Said trust agreement was amended and restated by an Amendment and Restatement to Trust Agreement executed by Keenan O'Connell on September 11, 2005. See also deed of correction to W. Keenan O'Connell, LLC, a Kentucky limited liability company, from W. Keenan O'Connell, unmarried, dated January 22, 2004, and of record in Deed Book 295, at page 534, Office of the Breckinridge County Court Clerk.

(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.

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Request No. 10(a)-(b):

Provide a narrative description of the location to each of the following site features:

- a. Each construction entrance.
- b. Each entrance to be used in operations.

Original Response No. 10(a)-(b):

- a. Narratives for the Project's 11 proposed construction entrances are as follows:
 - i. **Construction Entrance 1:** Located in the northern part of the Project, off of the east side of Highway 60 by Parcel 44-12. This proposed construction entrance will be utilized during construction for potential laydown yard 1, and the proposed array on that parcel.
 - ii. **Construction Entrance 2:** Located in the northern part of the Project, off of the east side of Highway 60 by parcel 44-26. This proposed construction entrance will be utilized during construction for potential laydown yard 2, and the proposed solar array on that parcel.
 - iii. **Construction Entrance 3:** Located in the northern part of the Project, off of the east side of Highway 60 by parcel 58-12. This proposed construction entrance will be utilized during construction for potential laydown yards 3, 4, 5, 6, 7, and 8, and the proposed solar array on parcels 58-12 and 58-13A.
 - iv. **Construction Entrance 4:** Located in the northern part of the Project, off of the west side of Highway 60 by parcel 44-27A. This proposed construction entrance will be utilized during construction for potential laydown yards 9, 10, 11, 12, 15, 18, and 19 and the proposed solar array on parcels 44-27A, 44-32, 44-23, and 45-9.

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- v. **Construction Entrance 5**: Located in the northeastern part of the Project, off of the south side of KY 259 by parcel 59-15. This proposed construction entrance will be utilized during construction for potential laydown yards 13 and 14 and the proposed solar array on parcel 59-11C.
- vi. **Construction Entrance 6**: Located in the central part of the Project, off of the west side of Highway 60 by parcel 59-4E. This proposed construction entrance will be utilized during construction for potential laydown yards 16 and 17 and the proposed solar array on parcel 59-4E.
- vii. **Construction Entrance 7**: Located in the southern part of the Project, off of the north side of KY 261 by parcel 74-1. This proposed construction entrance will be utilized during construction for potential laydown yards 20, 21, 22, and 23, and the proposed solar array on parcels 74-1 and 60-6.
- viii. **Construction Entrance 8**: Located in the southern part of the Project, off of the south side of KY 261 by parcel 74-1. This proposed construction entrance will be utilized during construction for potential laydown yard 24 and the proposed solar array on parcel 74-1.
- ix. **Construction Entrance 9**: Located in the southern part of the Project, off of the south side of Frank Farm Lane by parcel 60-6. This proposed construction entrance will be utilized during construction for potential laydown yard 25 and the proposed solar array on parcels 60-6 and 60-7.
- x. **Construction Entrance 10**: Located in the southern part of the Project, off of the north side of Miller Lane by parcel 60-7. This proposed construction

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entrance will be utilized during construction for potential laydown yard 26
and the proposed solar array on parcel 60-7.

- xi. **Construction Entrance 11**: Located in the southern part of the Project, off of the south side of Miller Lane by parcel 60-10. This proposed construction entrance will be utilized during construction for potential laydown yard 27 and 28 and the proposed solar array on parcels 60-10.

- b. Clover Creek Solar intends to use the 11 proposed construction entrances described in Response No. 10(a), as amended, as entrances during the Project's operations phase.

Supplemental Response to Request No. 10(a)-(b):

- a. Please refer to the updated construction roads and entrances map attached to Supplemental Response to Request No. 42, filed February 14, 2025. Amending the Project's site entrance locations requires updating narrative descriptions of each entrance. Construction Entrances 5, 6, and 10 in Original Response 10(a) have been removed and replaced, and one supplemental site entrance has been added making a total of 12 total site entrances:

- v. **Construction Entrance 5**: Located in the northeastern part of the Project, off of the south side of KY 259 by parcel 59-11C. This proposed construction entrance will be utilized during construction for potential laydown yards 13 and 14 and the proposed solar array on parcel 59-11C.
- vi. **Construction Entrance 6**: Located in the central part of the Project, off of the north side of KY 992 by parcel 59-21A. This proposed construction entrance will be utilized during construction for laydown yard 29 and the proposed Project substation on parcel 59-21.

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- x. **Construction Entrance 10**: Located in the northern portion of the Project, off of the north side of Skillman Monarch Lane by parcel 44-32. This proposed construction entrance will be utilized during construction for potential laydown yards 9 and 10.

 - xii. **Construction Entrance 12**: Located in the northern portion of the Project, off of the south side of Skillman Monarch Lane by parcel 44-23. This proposed construction entrance will be utilized during construction for potential laydown yards 11, 12, 15, 18 and 19 and the proposed solar array on parcels 44-23 and 45-9.
- b. Clover Creek Solar intends to use the 12 proposed construction entrances described in Response No. 10(a), as amended, as entrances during the Project's operations phase.

Responding Witness: Jesse Eick

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Request No. 71:

Identify specific roadways used by heavy trucks, including for delivery of the transformer.

Original Response No. 71:

Although the specific route for oversized loads will be finalized in coordination with state and local officials prior to commencing construction, the Project anticipates heavy trucks will likely use Highway 60, KY 261, and KY 992 and as main haul routes. Use of local roads are anticipated but finalized routes will depend on the terminal delivery point for the Project substation. At this time, potential delivery routes on local roads may include Frank Farm Road, Bens Hole Branch Road, and Skillman Monarch Lane.

Supplemental Response to Request No. 71:

The Project anticipates heavy trucks will likely utilize Highway 259 in addition to Highway 60, KY 261, and KY 992 for main haul routes.

Responding Witness: Chad Martin