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Gregory T. Dutton

Member

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November 17, 2023

Joint City-County Planning Commission of Barren County
126 E Public Square
Glasgow, KY 42141

Re: Wood Duck Solar LLC, Variance and Development Plan Applications

To whom it may concern:

This document serves as a cover letter for the variance and development plan applications for Wood Duck Solar LLC, the applicant and developer of the proposed 100 megawatt Solar Energy System (SES) in Barren County (the "Project"). Enclosed are two completed applications for a pre-construction variance. As required by Section 511.1 of the Subdivision Regulations of Barren County ("Subdivision Regulations"), a completed development plan application is enclosed in tandem with the requested variances, along with supporting materials to assist the Joint City-County Planning Commission of Barren County ("Commission") in its review. The applicant requests variances from setback requirements applicable to SESs, as listed in Section 503.1.5 of the Subdivision Regulations, applicable to each Project structure located north and south of the Louis B. Nunn Cumberland Parkway, respectively.

The Subdivision Regulations do not distinguish between interior and exterior setbacks applicable to SESs and, without a variance, each Project parcel would be subject to setback lines regardless of whether the parcel belongs to a landowner participating in the Project. This would create unnecessary hardship on the application by unnecessarily reducing the area where solar panels and related Project infrastructure can be installed. As a result, the Project would be unable to make full use of the site's buildable areas secured through landowner leases, injecting substantial risk into the Project's feasibility and financial viability. The applicant requests that the Commission grant the proposed Project a variance from the above-referenced setback requirements for the interior lot lines of participating Project parcels to permit installation of its solar panel array and other Project infrastructure within these areas.

Sincerely,

A handwritten signature in blue ink that reads "Gregory T. Dutton".

Gregory T. Dutton

Counsel for Wood Duck Solar LLC

Enclosures:

Pre-construction Subdivision Variance Application (North Structure)

Pre-construction Subdivision Variance Application (South Structure)

Development Plan Application

Supporting Plans, Agreements, Maps, Studies, Assessments, Analyses, Reports,
and Materials

Review No. _____

SUBDIVISION REGULATIONS PRE-CONSTRUCTION / PRE-SUBDIVISION VARIANCE APPLICATION

Joint City-County Planning Commission of Barren County, Kentucky
126 East Public Square – City Hall
Glasgow, KY 42141
(270) 659-0661

The following Items are to be submitted along with this application:

- Appropriate copies of the Plat(s) and/or Development Plan(s) showing proposed request.
- One (1) copy of the deed(s) of the property.
- Appropriate application fee and a Barren County Clerks Fee of \$50.

PART I – Development Information: (to be completed by Applicant)

1. Submittal Date 11/17/2023
2. Have you applied for a variance request before?
☒ No
☐ Yes
If "Yes" what type of variance and when was the application filed? _____

2. Owner(s) See Attachment A
Address _____
City _____ State / Zip _____
Home Telephone Number _____
Daytime Telephone Number _____
3. Applicant Information Geenex Solar LLC
(if different from owner)
Address 1000 NC Music Factory Blvd, Suite C3
City Charlotte State / Zip NC / 28206
Daytime Telephone Number (980) 237-7926
4. Name of Subdivision or Development Wood Duck Solar Project (North Structure)
Location of Subdivision or Development 8180 New Bowling Green Road, Smiths Grove, KY 42171-8915
Lot Number(s) See Attachment A
Deed Book _____ Page Number _____
Plat Book _____ Page Number _____
Acreage Under Review 1,222.60 Total Acreage 2,334.61

Explanation of Request: (Use Additional Sheets, if necessary) See Attachment B.

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

See Attachment E

Applicant(s) Signature Date

See Attachment E

Property Owner(s) Signature Date

Applicant(s) Signature Date

Property Owner(s) Signature Date

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PART V: (to be completed by the commission staff)

1. Date Application Received _____ Fee Received _____ Check Number _____
2. Action Taken: _____
3. Conditions of Approval: _____

4. Notes: _____

Attachment A

Landowners and Parcels North Of Cumberland Parkway

Michael Baise

Address: 6711 Dripping Springs Road, Smiths Grove, KY 42171

Telephone Number: 317-499-0976

Lot #: 32-22

Deed Book: 240, 904

Plat Book: 9, 800

Acreage Under Review: 77.20

Total Acreage: 77.20

Mark Bellamy

Address: 1923 Oak Grove Church Road, Park City, KY 42160

Telephone Number: 270-237-7926

Lot #: 19-2

Deed Book: 358, 123

Plat Book: 19, 797

Acreage Under Review: 216.83

Total Acreage: 216.83

Mikel Bellamy

Address: 1625 Park City Bon Ayr Road, Park City, KY 42160

Telephone Number: 270-590-2189

Lot #: 32-16A – Tract 8

Deed Book: 197, 562

Lot #: 32-17A – Tract 4

Deed Book: 220, 158

Lot #: 32-21B – Tract 6

Deed Book: 129, 114

Plat Book: 14, 215

Lot #: 32-16 – Tract 7

Deed Book: 27, 725

Lot #: 32-16B – Tract 9

Deed Book: 129, 114

Plat Book: 14, 468

Lot #: 32-21 – Tract 1

Deed Book: 238, 296

Lot #: 32-17 – Tract 2

Deed Book: 190, 222

Acreage Under Review: 825.94

Total Acreage: 825.94

Roger & Nancy Cline

Address: 21209 Louisville Road, Park City, KY 42160

Telephone Number: 270-590-0817

Lot #: 19-5

Deed Book: 386, 723

Plat Book: 21, 107

Lot #: 19-3

Deed Book: 261, 525

Plat Book: 16, 446

Acreage Under Review: 99.62

Total Acreage: 99.62

Landowners and Parcels North Of Cumberland Parkway

Daniel Lee Deckard

Address: 13070 Old Bowling Green Road, Smiths Grove, KY 42171

Telephone Number: 270-670-1353

Lot #: 19-6E

Deed Book: 372, 884

Plat Book: 20, 726

Acreage Under Review: 204.92

Total Acreage: 204.92

Luther Garrett

Address: 8345 S 84th Court, Hickory Hills, IL 60457

Telephone Number: 708-309-5551

Lot #: 32-41C

Deed Book: 301, 127

Plat Book: 16, 307

Lot #: 32-39

Deed Book: 301, 130

Plat Book: 8, 93

Acreage Under Review: 174.89

Total Acreage: 174.89

Sam Hudson

Address: P.O. Box 31, 11533 Boston Road, Boston, KY 40107

Telephone Number: 270-735-2955

Lot #: 19-8

Deed Book: 300, 20

Plat book: 17, 808

Acreage Under Review: 70.78

Total Acreage: 70.78

Kathy Simpson

Address: 2418 Oak Grove Church Road, Smiths Grove, KY 42171

Telephone Number: 270-991-6398

Lot #: 32-20B

Deed Book: 275, 519

Plat Book: 15, 878

Acreage Under Review: 25.05

Total Acreage: 25.05

Attachment B

Variance Explanation of Request for Structure North of Cumberland Parkway

Wood Duck Solar LLC (“Wood Duck Solar”) proposes to develop the Wood Duck Solar Project, an approximately 100 megawatt (MW) ground-mounted solar energy system (SES) (the “Project”). Pursuant to KRS 100.241 and Section 111.0 of the Joint City-County Planning Commission of Barren County Subdivision Regulations (the “Subdivision Regulations”), Wood Duck seeks this variance to deviate from setback requirements applicable to SESs as listed in Section 503.1.5 of the Subdivision Regulations that would apply to interior property lines of the Project’s participating landowner parcels. The total Project site consists of 27 total property parcels ranging in size from less than one acre to 319 acres, which Wood Duck Solar has secured through ground leases with participating landowners. This variance is being sought for the 16 Project parcels covering approximately 1,222.60 acres located north of Louis B. Nunn Cumberland Parkway (the “Parkway”). Section 111.0 of the Subdivision Regulations permits the Joint City-County Planning Commission of Barren County (the “Commission”) to grant a variance when it finds that extraordinary hardships or practical difficulties may result from strict compliance with the Subdivision Regulations and/or the purpose of the Subdivision Regulations may be served to a greater extent by an alternative proposal.

This variance request arises from special circumstances uniquely applicable to SESs, which require substantial amounts of land to facilitate its ability to capture and convert sunlight into electricity efficiently at utility scale. Section 503.1.5 of the Subdivision Regulations requires a minimum of 50 feet, 10 feet, and 20 feet of setbacks applicable to an SES’s front, side, and rear yards, respectively. An SES’s financial viability and production capacity are directly tied to the contiguity of underlying property parcels and the number of solar panels that can be installed thereon. The Subdivision Regulations do not distinguish between interior and exterior setbacks applicable to an SES and, without a variance, each Project parcel would be subject to setback lines regardless of whether the parcel belongs to a participating landowner. This would unnecessarily reduce the area where solar panels and related project infrastructure can be installed. As a result, the Project would be unable to make full use of the site’s buildable areas secured through landowner leases, thereby injecting risk into the Project’s financial viability and feasibility by curbing its renewable energy generation potential. Wood Duck Solar has designed the Project with environmentally sensitive development in mind, including minimizing impacts to nearby nonparticipating property owners by limiting panel height to 15 feet and implementing visual screening. While these design considerations necessarily limit the extent of the Project’s buildable area, it would ensure that the Project does not negatively impact the surrounding community. However, requiring setbacks to interior property lines of participating landowners would severely limit the extent of the Project’s interior buildable area without a correlative benefit to the applicant or the surrounding community. Per Section 111.1 of the Subdivision Regulations, the Planning Commission may not grant a variance unless it makes the following findings:

The granting of the variance...will not be detrimental to the public safety, health, or welfare or injurious to other property;

Because of the particular physical surroundings, shape, or topographical conditions of the property involved, a particular hardship to the owner would result, as distinguished from a

Variance Explanation of Request for Structure North of Cumberland Parkway

mere inconvenience, if the strict application of these Subdivision Regulations are carried out;

The condition upon which the request is based was not caused by the willful action by the property owner subsequent to the adoption of the Subdivision Regulations; or

The relief sought will not in any manner vary the provisions of the Zoning Regulations, Comprehensive Plan, or official map.

Section 111.1.1

Consistent with Section 111.1.1 of the Subdivision Regulations, granting Wood Duck Solar's requested variance will not be detrimental to the public safety, health, or welfare or injurious to other property. In fact, granting the requested variance serves to enhance the public welfare by permitting a method of electrical generation that is clean, renewable, and permits the underlying land to be reverted to its prior use following decommissioning without impairment. As an SES, electricity is produced without the detrimental health and environmental consequences that characterize fossil fuel-powered electrical generation, including harmful air emissions, land degradation, and impacts to water resources. Wood Duck Solar has engaged extensively with the community, including providing sponsorships and donations, and leading educational seminars on utility scale solar projects. It has thoughtfully designed the Project to complement the existing landscape based on extensive studies into the potential impacts of the Project on the surrounding area, including potential impacts to traffic, noise, visual and environmental resources. Further, Wood Duck Solar has included design elements intended to mitigate any potential impacts where existing mitigating resources are inadequate. Granting the requested variance would permit the full use of the underlying properties participating in the Project to develop a contiguous solar array and would not modify the setbacks applicable to property lines abutting nonparticipating properties.

Section 111.1.2

Pursuant to Section 111.1.2 of the Subdivision Regulations, strict application of the Subdivision Regulations would impose a particular hardship on the Project. Without a variance, the Project must comply with setback requirements regardless of whether the underlying parcel is participating in the Project, thereby unnecessarily reducing the available panel area and the Project's generation potential. The Project site consists of multiple leased properties that range in size from less than one acre to over 300 acres. The Project has been designed to avoid sensitive environmental areas and account for other constraints that reduce the overall area available for placing generation infrastructure. In this scenario, if setback requirements are strictly applied, then parcels would be further constrained without any benefit to the surrounding environment or the Project, with smaller parcels at risk for exclusion from placement of infrastructure. The requested variance would permit installation of the Project's generation infrastructure within participating properties' interior setback lines, thereby providing the Project full use of its lands to reach its generation potential and increase its efficiency while remaining accountable to existing site constraints and other environmental considerations.

Variance Explanation of Request for Structure North of Cumberland Parkway

Section 111.1.3

In accordance with Section 111.1.3 of the Subdivision Regulations, the requested variance for the Project's interior setbacks were not caused by the willful action of any property owner participating in the Project, but is merely a result of the need for contiguous, uninterrupted space in order to construct an SES of this size. Moreover, the Project intends to comply with these setbacks in relation to nearby nonparticipating properties.

Section 111.1.4

Pursuant to Section 111.1.4 of the Subdivision Regulations, the requested variance from Section 503.1.5 of the Subdivision Regulations will not vary the provisions of the Zoning Regulations, Comprehensive Plan, or official map. The requested variance will not impact the Zoning Regulations or official map because there are no zoning regulations that apply to the proposed Project. Rather, pursuant to the Subdivision Regulations, the Project seeks a deviation from interior setback lines of its participating parcels to locate and install its generation infrastructure, while adhering to these setback requirements in connection with nearby nonparticipating properties. Furthermore, the requested variance will not vary the provisions of the Comprehensive Plan, and in fact, the Project complies with the Comprehensive Plan's goals and objectives, including: Goal 1, Objectives 2, 6, and 11; Goal 2, Objectives 1, 2, and 3; Goal 12, Objectives 1, 2, and 3; Goal 13, Objective 5; and Goal 18, Objectives 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, and 20.

In conclusion, Wood Duck Solar is seeking a variance for the 14 project parcels proposed to make up the northern portion of the Project, located north of Louis B. Nunn Cumberland Parkway. Wood Duck Solar seeks this variance to deviate from setback requirements applicable to SESs as listed in Section 503.1.5 of the Subdivision Regulations that would apply to interior property lines of the Project's participating landowner parcels. Complying with the existing setback requirements for interior property lines would result in extraordinary hardship.

Review No. _____

SUBDIVISION REGULATIONS PRE-CONSTRUCTION / PRE-SUBDIVISION VARIANCE APPLICATION

Joint City-County Planning Commission of Barren County, Kentucky
126 East Public Square – City Hall
Glasgow, KY 42141
(270) 659-0661

The following Items are to be submitted along with this application:

- Appropriate copies of the Plat(s) and/or Development Plan(s) showing proposed request.
- One (1) copy of the deed(s) of the property.
- Appropriate application fee and a Barren County Clerks Fee of \$50.

PART I – Development Information: (to be completed by Applicant)

1. Submittal Date 11/17/2023
2. Have you applied for a variance request before?
☒ No
☐ Yes
If "Yes" what type of variance and when was the application filed? _____

2. Owner(s) See Attachment C
Address _____
City _____ State / Zip _____
Home Telephone Number _____
Daytime Telephone Number _____
3. Applicant Information Geenex Solar LLC
(if different from owner)
Address 1000 NC Music Factory Blvd, Suite C3
City Charlotte State / Zip NC / 28206
Daytime Telephone Number (980) 237-7926
4. Name of Subdivision or Development Wood Duck Solar Project (South Structure)
Location of Subdivision or Development 8180 New Bowling Green Road, Smiths Grove, KY 42171-8915
Lot Number(s) See Attachment C
Deed Book _____ Page Number _____
Plat Book _____ Page Number _____
Acreage Under Review 1,112.01 Total Acreage 2,334.61

Explanation of Request: (Use Additional Sheets, if necessary) See Attachment D.

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

See Attachment E

Applicant(s) Signature Date

See Attachment E

Property Owner(s) Signature Date

Applicant(s) Signature Date

Property Owner(s) Signature Date

OFFICE USE ONLY

PART V: (to be completed by the commission staff)

1. Date Application Received _____ Fee Received _____ Check Number _____
2. Action Taken: _____
3. Conditions of Approval: _____

4. Notes: _____

Attachment C

Landowners and Parcels South of Cumberland Parkway

Mark Bellamy

Address: 1923 Oak Grove Church Road, Park City, KY 42160

Telephone Number: 270-237-7926

Lot #: 19-10

Deed Book: 209, 352

Plat Book: 19, 797

Acreage Under Review: 216.83

Total Acreage: 216.83

Mikel Bellamy

Address: 1625 Park City Bon Ayr Road, Park City, KY 42160

Telephone Number: 270-590-2189

Lot #: 19-17A

Deed Book: 108, 89

Lot #: 19-17B – Tract 5

Deed Book: 379, 651

Plat Book: 21, 731

Lot #: 19-19 – Tract 3

Deed Book: 50, 545

Acreage Under Review: 825.94

Total Acreage: 825.94

Darrell Burks

Address: 1029 Seascape Lane, Lawrenceburg, KY 40342

Telephone Number: 502-598-1438

Lot #: 20-5

Deed Book: 340, 15

Plat Book: 19, 797

Acreage Under Review: 150.77

Total Acreage: 150.77

Edwin & Scott Burks

Address: 531 Rick Road, Park City, KY 42160

Telephone Number: 270-991-6398

Lot #: 19-22

Deed Book: 274, 489

Plat Book: 17, 198

Lot #: 19-31

Deed Book: 340, 11

Acreage Under Review: 233.46

Total Acreage: 233.46

Landowners and Parcels South of Cumberland Parkway

Daniel Lee Deckard

Address: 13070 Old Bowling Green Road, Smiths Grove, KY 42171

Telephone Number: 270-670-1353

Lot #: 19-18

Deed Book: 402, 883

Acreage Under Review: 204.92

Total Acreage: 204.92

Joe B. Gray

Address: 10787 New Bowling Green Road, Smiths Grove, KY 42171

Telephone Number: 270-670-6371

Lot #: 20-2BB

Deed Book: 416, 942

Plat Book: 21, 445

Acreage Under Review: 133.769

Total Acreage: 133.769

Savers Storage – Troy Robertson

Address: 8230 New Bowling Green Road, Smiths Grove, KY 42171

Telephone Number: 270-590-4572

Lot #: 33-7A

Deed Book: 407, 743

Plat Book: 19, 420

Acreage Under Review: 54.747

Total Acreage: 54.747

David & Leigh Witty

Address: 600 Waller Road, Park City, KY 42160

Telephone Number: 270-590-0201

Lot #: 20-12

Deed Book: 228, 348

Acreage Under Review: 48.75

Total Acreage: 48.75

Attachment D

Variance Explanation of Request for Structure South of Cumberland Parkway

Wood Duck Solar LLC (“Wood Duck Solar”) proposes to develop the Wood Duck Solar Project, an approximately 100 megawatt (MW) ground-mounted solar energy system (SES) (the “Project”). Pursuant to KRS 100.241 and Section 111.0 of the Joint City-County Planning Commission of Barren County Subdivision Regulations (the “Subdivision Regulations”), Wood Duck seeks this variance to deviate from setback requirements applicable to SESs as listed in Section 503.1.5 of the Subdivision Regulations that would apply to interior property lines of the Project’s participating landowner parcels. The total Project site consists of 27 total property parcels ranging in size from less than one acre to 319 acres, which Wood Duck Solar has secured through ground leases with participating landowners. This variance is being sought for the 11 Project parcels covering approximately 1,112.01 acres located south of Louis B. Nunn Cumberland Parkway (the “Parkway”). Section 111.0 of the Subdivision Regulations permits the Joint City-County Planning Commission of Barren County (the “Commission”) to grant a variance when it finds that extraordinary hardships or practical difficulties may result from strict compliance with the Subdivision Regulations and/or the purpose of the Subdivision Regulations may be served to a greater extent by an alternative proposal.

This variance request arises from special circumstances uniquely applicable to SESs, which require substantial amounts of land to facilitate its ability to capture and convert sunlight into electricity efficiently at utility scale. Section 503.1.5 of the Subdivision Regulations requires a minimum of 50 feet, 10 feet, and 20 feet of setbacks applicable to an SES’s front, side, and rear yards, respectively. An SES’s financial viability and production capacity are directly tied to the contiguity of underlying property parcels and the number of solar panels that can be installed thereon. The Subdivision Regulations do not distinguish between interior and exterior setbacks applicable to an SES and, without a variance, each Project parcel would be subject to setback lines regardless of whether the parcel belongs to a participating landowner. This would unnecessarily reduce the area where solar panels and related project infrastructure can be installed. As a result, the Project would be unable to make full use of the site’s buildable areas secured through landowner leases, thereby injecting risk into the Project’s financial viability and feasibility by curbing its renewable energy generation potential. Wood Duck Solar has designed the Project with environmentally sensitive development in mind, including minimizing impacts to nearby nonparticipating property owners by limiting panel height to 15 feet and implementing visual screening. While these design considerations necessarily limit the extent of the Project’s buildable area, it would ensure that the Project does not negatively impact the surrounding community. However, requiring setbacks to interior property lines of participating landowners would severely limit the extent of the Project’s interior buildable area without a correlative benefit to the applicant or the surrounding community. Per Section 111.1 of the Subdivision Regulations, the Planning Commission may not grant a variance unless it makes the following findings:

The granting of the variance...will not be detrimental to the public safety, health, or welfare or injurious to other property;

Because of the particular physical surroundings, shape, or topographical conditions of the property involved, a particular hardship to the owner would result, as distinguished from a

Variance Explanation of Request for Structure South of Cumberland Parkway

mere inconvenience, if the strict application of these Subdivision Regulations are carried out;

The condition upon which the request is based was not caused by the willful action by the property owner subsequent to the adoption of the Subdivision Regulations; or

The relief sought will not in any manner vary the provisions of the Zoning Regulations, Comprehensive Plan, or official map.

Section 111.1.1

Consistent with Section 111.1.1 of the Subdivision Regulations, granting Wood Duck Solar's requested variance will not be detrimental to the public safety, health, or welfare or injurious to other property. In fact, granting the requested variance serves to enhance the public welfare by permitting a method of electrical generation that is clean, renewable, and permits the underlying land to be reverted to its prior use following decommissioning without impairment. As an SES, electricity is produced without the detrimental health and environmental consequences that characterize fossil fuel-powered electrical generation, including harmful air emissions, land degradation, and impacts to water resources. Wood Duck Solar has engaged extensively with the community, including providing sponsorships and donations, and leading educational seminars on utility scale solar projects. It has thoughtfully designed the Project to complement the existing landscape based on extensive studies into the potential impacts of the Project on the surrounding area, including potential impacts to traffic, noise, visual and environmental resources. Further, Wood Duck Solar has included design elements intended to mitigate any potential impacts where existing mitigating resources are inadequate. Granting the requested variance would permit the full use of the underlying properties participating in the Project to develop a contiguous solar array and would not modify the setbacks applicable to property lines abutting nonparticipating properties.

Section 111.1.2

Pursuant to Section 111.1.2 of the Subdivision Regulations, strict application of the Subdivision Regulations would impose a particular hardship on the Project. Without a variance, the Project must comply with setback requirements regardless of whether the underlying parcel is participating in the Project, thereby unnecessarily reducing the available panel area and the Project's generation potential. The Project site consists of multiple leased properties that range in size from less than one acre to over 300 acres. The Project has been designed to avoid sensitive environmental areas and account for other constraints that reduce the overall area available for placing generation infrastructure. In this scenario, if setback requirements are strictly applied, then parcels would be further constrained without any benefit to the surrounding environment or the Project, with smaller parcels at risk for exclusion from placement of infrastructure. The requested variance would permit installation of the Project's generation infrastructure within participating properties' interior setback lines, thereby providing the Project full use of its lands to reach its generation potential and increase its efficiency while remaining accountable to existing site constraints and other environmental considerations.

Variance Explanation of Request for Structure South of Cumberland Parkway

Section 111.1.3

In accordance with Section 111.1.3 of the Subdivision Regulations, the requested variance for the Project's interior setbacks were not caused by the willful action of any property owner participating in the Project, but is merely a result of the need for contiguous, uninterrupted space in order to construct an SES of this size. Moreover, the Project intends to comply with these setbacks in relation to nearby nonparticipating properties.

Section 111.1.4

Pursuant to Section 111.1.4 of the Subdivision Regulations, the requested variance from Section 503.1.5 of the Subdivision Regulations will not vary the provisions of the Zoning Regulations, Comprehensive Plan, or official map. The requested variance will not impact the Zoning Regulations or official map because there are no zoning regulations that apply to the proposed Project. Rather, pursuant to the Subdivision Regulations, the Project seeks a deviation from interior setback lines of its participating parcels to locate and install its generation infrastructure, while adhering to these setback requirements in connection with nearby nonparticipating properties. Furthermore, the requested variance will not vary the provisions of the Comprehensive Plan, and in fact, the Project complies with the Comprehensive Plan's goals and objectives, including: Goal 1, Objectives 2, 6, and 11; Goal 2, Objectives 1, 2, and 3; Goal 12, Objectives 1, 2, and 3; Goal 13, Objective 5; and Goal 18, Objectives 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, and 20.

In conclusion, Wood Duck Solar is seeking a variance for the 13 project parcels proposed to make up the southern portion of the Project, located south of Louis B. Nunn Cumberland Parkway. Wood Duck Solar seeks this variance to deviate from setback requirements applicable to SESs as listed in Section 503.1.5 of the Subdivision Regulations that would apply to interior property lines of the Project's participating landowner parcels. Complying with the existing setback requirements for interior property lines would result in extraordinary hardship.

Attachment E

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

Joergen Fehr 7/11/2023
Applicant(s) Signature Date

Michael G. Baise 6/1/23
Property Owner(s) Signature Date

Applicant(s) Signature Date

Property Owner(s) Signature Date

OFFICE USE ONLY

PART V: (to be completed by the commission staff)

1. Date Application Received _____ Fee Received _____ Check Number _____
2. Action Taken: _____
3. Conditions of Approval: _____

4. Notes: _____

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

Quergen Fehr 7/11/2023
Applicant(s) Signature Date

Roger Lund 5-31-23
Property Owner(s) Signature Date

Applicant(s) Signature Date

Nancy Lund 7/31/2023
Property Owner(s) Signature Date

OFFICE USE ONLY

PART V: (to be completed by the commission staff)

1. Date Application Received _____ Fee Received _____ Check Number _____

2. Action Taken: _____

3. Conditions of Approval: _____

4. Notes: _____

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

Juergen Fehr 7/11/2023
Applicant(s) Signature Date

Darrell L. Burks 6/13/23
Darrell L. Burks Date

Applicant(s) Signature Date

Darrell L. Burks 6/13/23
Property Owner(s) Signature Date

OFFICE USE ONLY		
PART V: (to be completed by the commission staff)		
1.	Date Application Received _____	Fee Received _____ Check Number _____
2.	Action Taken: _____	
3.	Conditions of Approval: _____ _____ _____	
4.	Notes: _____ _____ _____	

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

Joergen Fehr 7/11/2023
Applicant(s) Signature Date

[Signature] 6-13-23
Daniel Lee Deckard Date

Applicant(s) Signature Date

Lane Deckard 6-13-23
Lane McMurtrey Deckard Date

Brandon Redford 6-13-22
Brandon Grant Redford Date

OFFICE USE ONLY

PART V: (to be completed by the commission staff)

1. Date Application Received _____ Fee Received _____ Check Number _____

2. Action Taken: _____

3. Conditions of Approval: _____

4. Notes: _____

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

Juergen Fehr 7/11/2023
Applicant(s) Signature Date

Edwin Todd Burks 6-10-23
Edwin Todd Burks Date

Applicant(s) Signature Date

Scott Royce Burks 6-10-23
Scott Royce Burks Date

OFFICE USE ONLY

PART V: (to be completed by the commission staff)

1. Date Application Received _____ Fee Received _____ Check Number _____
2. Action Taken: _____
3. Conditions of Approval: _____

4. Notes: _____

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

Joergen Fehr 7/18/2023
Applicant(s) Signature Date

Luther J. Garrett 7-18-23
Luther J. Garrett Date

Applicant(s) Signature Date

Carolyn F. Garrett 7-18-23
Carolyn F. Garrett Date

OFFICE USE ONLY

PART V: (to be completed by the commission staff)

1. Date Application Received _____ Fee Received _____ Check Number _____
2. Action Taken: _____
3. Conditions of Approval: _____

4. Notes: _____

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

Juergen Fehr 7/11/2023
Applicant(s) Signature Date

[Signature] 6/12/23
Property Owner(s) Signature Date

Applicant(s) Signature Date

Property Owner(s) Signature Date

OFFICE USE ONLY

PART V: (to be completed by the commission staff)

1. Date Application Received _____ Fee Received _____ Check Number _____
2. Action Taken: _____
3. Conditions of Approval: _____

4. Notes: _____

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

Joergen Fehr 7/11/2023
Applicant(s) Signature Date

Sam Hudson 6-13-2023
Sam Hudson Date

Applicant(s) Signature Date

Sam Hudson 6-13-2023
Property Owner(s) Signature Date

OFFICE USE ONLY

PART V: (to be completed by the commission staff)

1. Date Application Received _____ Fee Received _____ Check Number _____
2. Action Taken: _____
3. Conditions of Approval: _____

4. Notes: _____

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

Juergen Fehr 7/11/2023
Applicant(s) Signature Date

Mark A. Bellamy 6-12-23
Property Owner(s) Signature Date

Applicant(s) Signature Date

Property Owner(s) Signature Date

OFFICE USE ONLY

PART V: (to be completed by the commission staff)

1. Date Application Received _____ Fee Received _____ Check Number _____

2. Action Taken: _____

3. Conditions of Approval: _____

4. Notes: _____

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

Juergen Fehr 7/11/2023
Applicant(s) Signature Date

Mikel D. Bellamy 6-10-23
Mikel D. Bellamy Date

Applicant(s) Signature Date

Mary Ann Bellamy 6-10-23
Mary Ann Bellamy Date

Jonathan Bellamy 06-10-23
Jonathan Bellamy Date

OFFICE USE ONLY

PART V: (to be completed by the commission staff)

1. Date Application Received _____ Fee Received _____ Check Number _____
2. Action Taken: _____
3. Conditions of Approval: _____

4. Notes: _____

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

Quergen Fehr 7/11/2023
Applicant(s) Signature Date

[Signature] 5/30/23
Property Owner(s) Signature Date

Applicant(s) Signature Date

[Signature] 5/30/23
Property Owner(s) Signature Date

OFFICE USE ONLY

PART V: (to be completed by the commission staff)

1. Date Application Received _____ Fee Received _____ Check Number _____
2. Action Taken: _____
3. Conditions of Approval: _____

4. Notes: _____

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

Joergen Fehr 7/11/2023
Applicant(s) Signature Date

Kathy Simpson 7-6-23
Kathy Simpson Date

Applicant(s) Signature Date

Property Owner(s) Signature Date

OFFICE USE ONLY

PART V: (to be completed by the commission staff)

1. Date Application Received _____ Fee Received _____ Check Number _____

2. Action Taken: _____

3. Conditions of Approval: _____

4. Notes: _____

PART IV – Applicant and Owner Signature:

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

A variance of any requirement does not exempt the development from any other requirements of the Subdivision Regulations or any local Zoning Ordinance.

Juergen Fehr 7/11/2023
Applicant(s) Signature Date

David B. Witty 6-10-2023
Property Owner(s) Signature Date

Applicant(s) Signature Date

David B. Witty 6-10-23
Property Owner(s) Signature Date

OFFICE USE ONLY

PART V: (to be completed by the commission staff)

1. Date Application Received _____ Fee Received _____ Check Number _____

2. Action Taken: _____

3. Conditions of Approval: _____

4. Notes: _____

Review No. _____

DEVELOPMENT PLAN APPLICATION

Joint City-County Planning Commission of Barren County, Kentucky
126 East Public Square – City Hall
Glasgow, KY 42141
(270) 659-0661

The following Items are to be submitted along with this application:

- Two (2) paper copies (minimum 24" x 36") of the Development Plan(s) and one (1) digital (PDF or CAD) file.
- Development Plan Review Fee, payable to the Joint City-County Planning Commission, is required and of which no part is refundable to the applicant.

PART I: (to be completed by applicant)

1. Name of Development Wood Duck Solar Project
Area of Development (Total Acres) 2,334.61 acres
2. Owner(s) See Attachments A & C
Address _____
City _____ State / Zip _____ Phone _____
3. Project Surveyor _____
Address _____
City _____ State / Zip _____ Phone _____
4. Project Engineer Steve Hazel, Geenex Solar LLC
Address 1000 NC Music Factory Blvd., Suite C3
City Charlotte State / Zip NC / 28206 Phone (980) 237-7926
5. Applicant Source of Title for Development
Deed Book See Attachments A & C Page Number _____
6. The Developer or their agent shall submit all development items to the Commission's Administrative Officer or Staff at least fifteen (15) consecutive days prior to the next regular meeting of the Planning Commission, (i.e., third Monday of each month).

Submittal Date: 11/17/2023

7. The Developer shall distribute one (1) copy of the Development Plan to each concerned agency of the County Development Staff. Check the list below of appropriate agencies that have been contacted.

- | | |
|---|---|
| <input type="checkbox"/> U.S. Army Corps of Engineers Barren River | <input type="checkbox"/> Green River Valley Water District |
| <input type="checkbox"/> Barren County Road Dept. | <input type="checkbox"/> Kentucky Department of Transportation |
| <input type="checkbox"/> Barren River Dist. Health Dept. Environmentalist | <input type="checkbox"/> Kentucky Utilities Company |
| <input type="checkbox"/> BITS – Addressing and Mapping | <input type="checkbox"/> Park City Water Works |
| <input type="checkbox"/> Building Inspectors Office | <input type="checkbox"/> Planning Commission Staff |
| <input type="checkbox"/> Caveland Sanitation Authority | <input type="checkbox"/> South Central Rural Telephone Co-op. Corp. |
| <input type="checkbox"/> Farmers Rural Electric Co-op Corp. | <input type="checkbox"/> Tri County Electric |
| <input type="checkbox"/> Glasgow Electric Plant Board | <input type="checkbox"/> Warren Rural Electric Corp. |
| <input type="checkbox"/> Glasgow Fire Dept. | <input type="checkbox"/> Western Kentucky Gas |
| <input type="checkbox"/> Glasgow Public Works | |
| <input type="checkbox"/> Glasgow Water Company | |

8. Current Zoning, if applicable No

9. Is a variance being requested to the Subdivision Regulations? Yes
If "Yes" see the Subdivision Regulations Variance Application.

10. Is a variance being requested to the Zoning Ordinance? No
If "Yes" see the Board of Adjustments Application.

11. Does this proposed development involve construction of new improvements (ex. streets, drainage facilities, utilities, etc.)? Yes

I (We) do hereby certify that the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

See Attachment F

Property Owner's Signature Date

See Attachment F

Property Owner's Signature Date

Attachment F

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:

Wood Duck Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By:

Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF BARREN

DOCUMENT NO: 447662
RECORDED: August 16, 2022 12:40:00 PM
TOTAL FEES: \$58.00
COUNTY CLERK: HELENA C BIRDWELL
DEPUTY CLERK: TERESA GRIMSLEY
COUNTY: BARREN COUNTY
BOOK: MC209 PAGES: 96 - 104

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 17 day of March, 2022 by and between **MICHAEL GLENN BAISE** ("Landlord"), and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated March 17, 2022 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 32-22 containing approximately 77.20 acres, located at Drippings Springs Road 6711-6727, Barren County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, less and except and not including the Do Not Disturb Area as depicted on Exhibit B-1, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:
 - i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated

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

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

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

- (i) An exclusive easement for electrical interconnection purposes;

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

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

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

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

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

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

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

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

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

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

[The remainder of this page is intentionally omitted]

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

LANDLORD:

Michael Glenn Baise
Michael Glenn Baise

STATE OF KY
COUNTY OF Barren

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

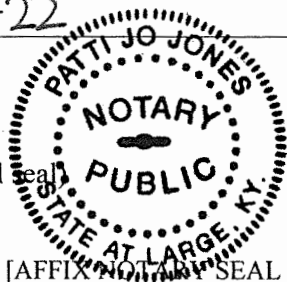
- ☐ I have personal knowledge of the identity of the principal(s)
- ☒ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Drivers License
- ☐ A credible witness has sworn to the identity of the principal(s);

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

Name	Capacity
Michael Glenn Baise	Individually

Date:

3-3-22



Patti Jo Jones
(print name)

Notary Public

My commission expires: 7-21-24 #KYNP7942

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

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

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky limited liability company

By: [Signature]
Name: BURGESS
Title: MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg

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

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

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

Date: March 17 2022

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6 2022

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



EXHIBIT A

Land

BEING THE SAME PROPERTY DESCRIBED IN AFFIDAVIT
CONCERNING THE TRANSFER OF REAL PROPERTY DATED
APRIL 20, 1999 OF RECORD IN DEED BOOK 240, PAGE 904, IN
THE OFFICE OF THE CLERK OF BARREN COUNTY,
KENTUCKY.

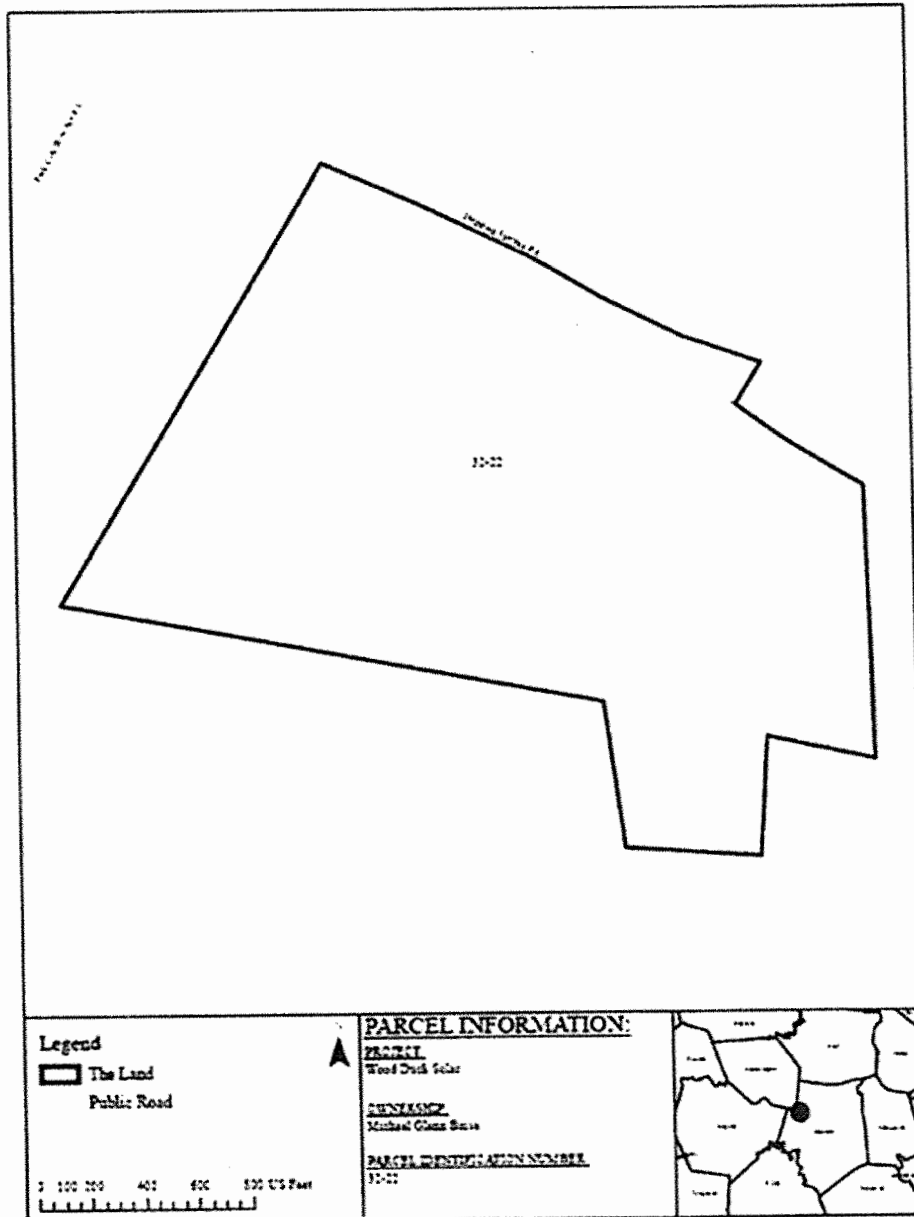


EXHIBIT B

Premises

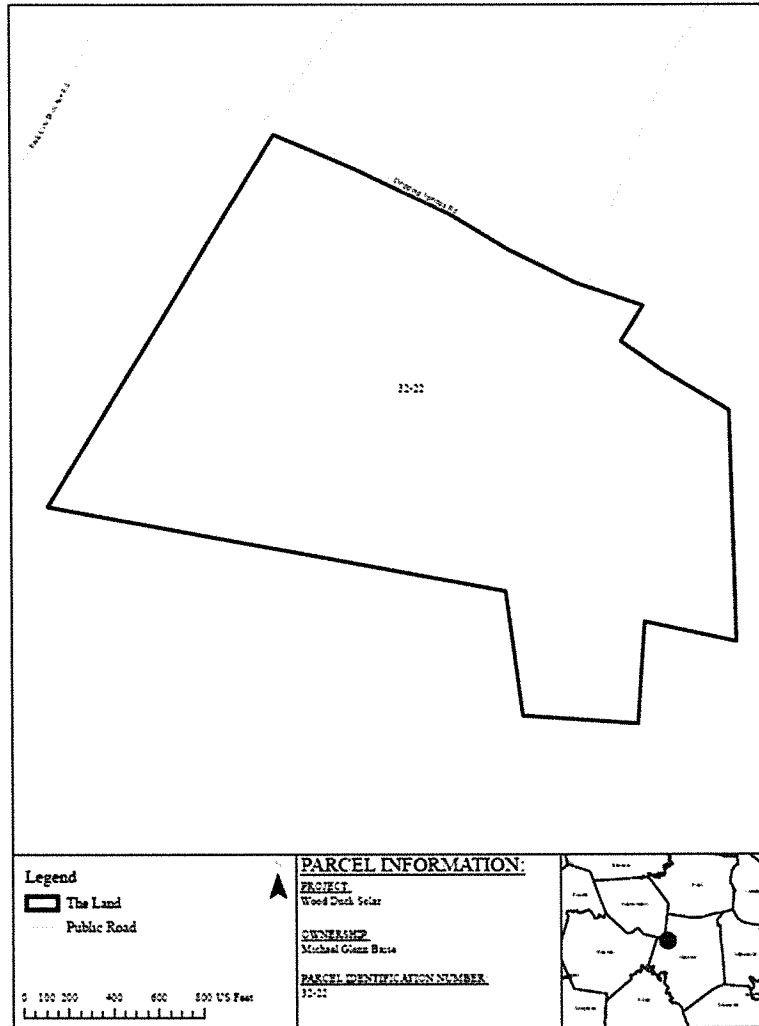
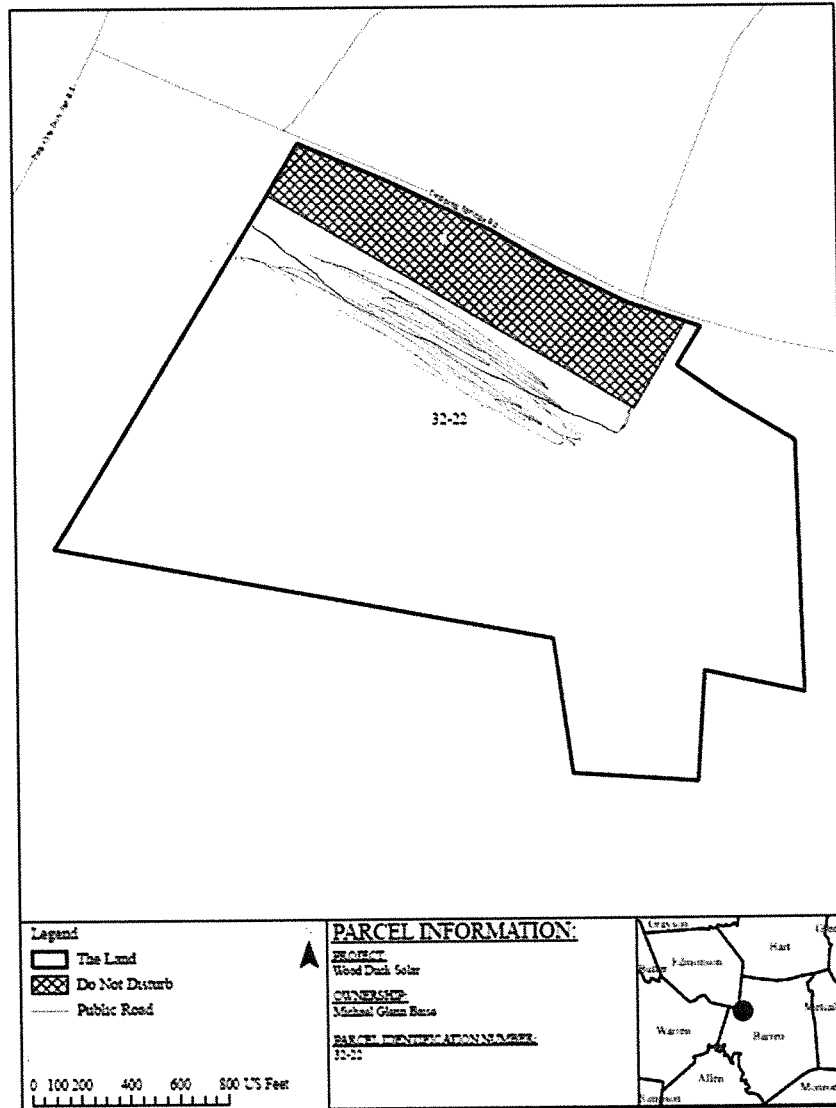


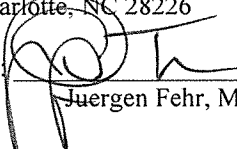
EXHIBIT B-1

Do Not Disturb Area



DOCUMENT NO: 447661
RECORDED: August 16, 2022 12:39:00 PM
TOTAL FEES: \$55.00
COUNTY CLERK: HELENA C BIRDWELL
DEPUTY CLERK: TERESA GRIMSLEY
COUNTY: BARREN COUNTY
BOOK: MC209 PAGES: 88 - 95

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

By: 
Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF BARREN

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 2 day of June, 2022 by and between **MARK BELLAMY**, ("Landlord"), and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated June 2, 2022 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel Nos. of 19-10 and 19-2 containing approximately 216.83 acres located at Oak Grove Church Road and R Crump Road, Barren County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

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

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

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

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

(i) An exclusive easement for electrical interconnection purposes;

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

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

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

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

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

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

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

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

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

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

[The remainder of this page is intentionally omitted]

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

LANDLORD:

Mark Bellamy
Mark Bellamy

STATE OF KENTUCKY
COUNTY OF ROWAN

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

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

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

Name	Capacity

Date: 5.17.2022

Aron M. Caudill
ARON M. CAUDILL, Notary Public
(print name)

(official seal)

My commission expires: 11.25.2023

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

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

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky limited liability company

By: [Signature]
Name: WILSON FEAR
Title: MANAGER

STATE OF North Carolina

COUNTY OF Mecklenburg

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

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

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

Date: June 6, 2022

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6, 2022

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



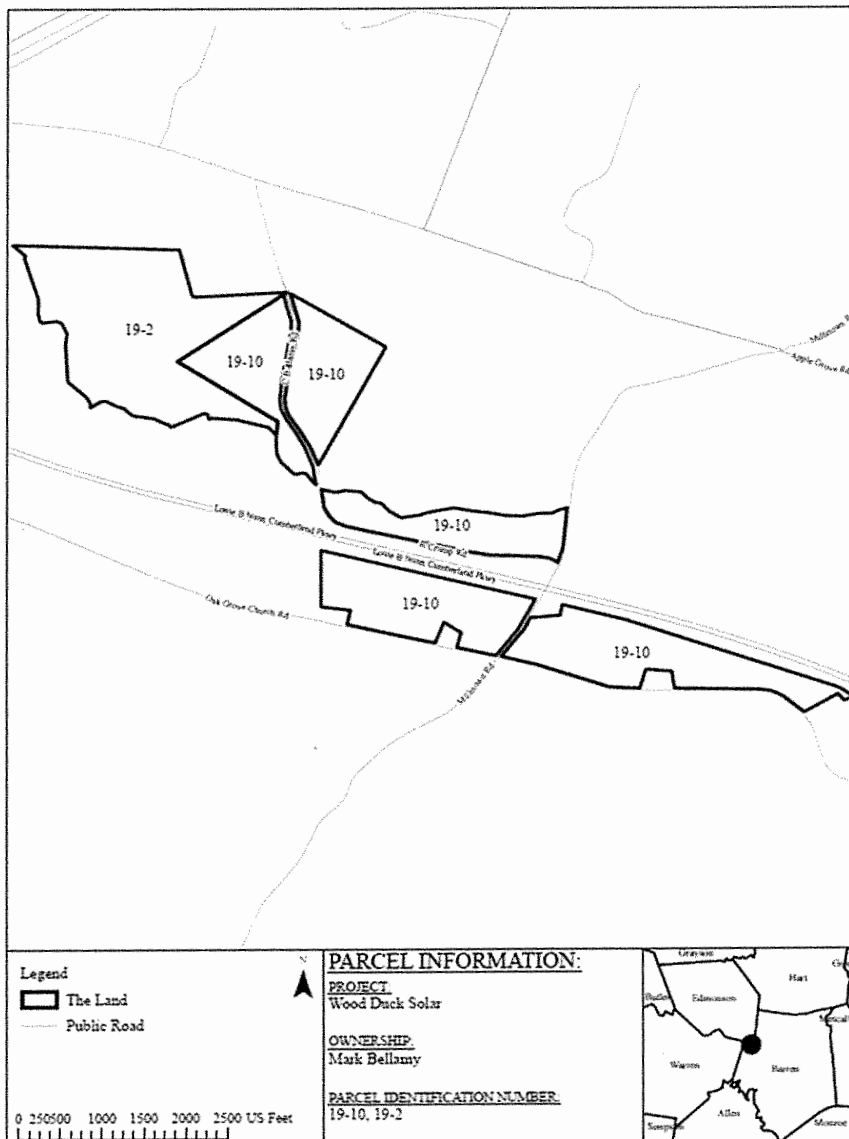
EXHIBIT A

Land

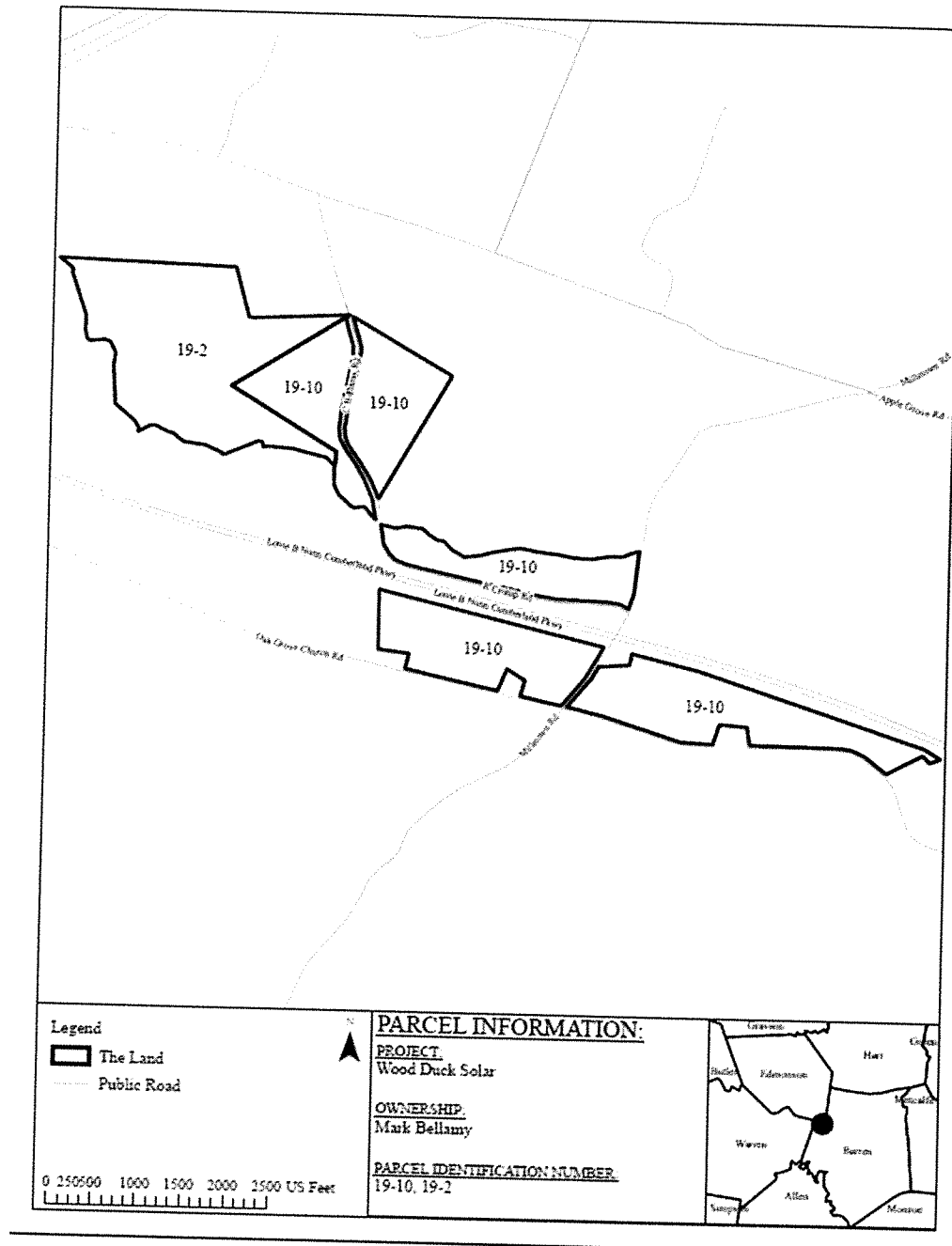
BEING A PORTION OF THE PROPERTY CONVEYED TO LANDLORD BY DEED DATED MARCH 21, 2015 OF RECORD IN DEED BOOK 358, PAGE 123, IN THE OFFICE OF THE CLERK OF BARREN COUNTY, KENTUCKY.

AND

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY DEED DATED JULY 15 1981 OF RECORD IN DEED BOOK 209, PAGE 352, IN THE OFFICE OF THE CLERK OF BARREN COUNTY, KENTUCKY.



Premises



THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:

Wood Duck Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By: 

Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF BARREN

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 7th day of December, 2022 by and between **MIKEL BELLAMY, a married man and JONATHAN BELLAMY, a married man** (collectively, the "Landlord"), and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated the 30th day of July, 2020 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel Nos. 32-16A, 32-16B, 32-16, 32-21, 32-17A, 32-17, 32-21B, 19-19, 19-17A and 19-17B containing approximately 744.421 acres, located at Park City Bon Ayr Road 1391, Barren County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property:

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

now or in the future located thereon” is referred to in the Lease as the “**Premises**”.

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

(including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

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

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

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

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

period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements:

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

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

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

[The remainder of this page is intentionally omitted]

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

LANDLORD:

Mikel Bellamy
Mikel Bellamy

STATE OF Kentucky
COUNTY OF Rowan

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

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

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

Name	Capacity
Mikel Bellamy	Individually

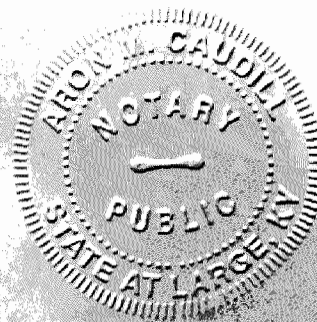
Date: 12.7.2022

Aron M. Caudill
Aron M. Caudill, Notary Public
(print name)

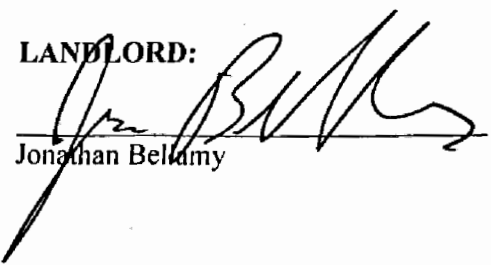
(official seal)

My commission expires: 11.25.2023

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



LANDLORD:


Jonathan Bellamy

STATE OF Kentucky
COUNTY OF Rowan

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

☒
☐

I have personal knowledge of the identity of the principal(s)

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

☐

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

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

Name	Capacity
Jonathan Bellamy	Individually

Date: 12.7.2022

Aron M. Caudill

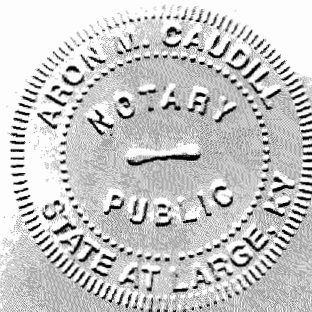
Aron M. Caudill,
(print name)

Notary Public

(official seal)

My commission expires: 11.25.2023

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



BARREN COUNTY
MC211 PG351

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

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky limited liability company

By: [Signature]
Name: TURGEN FEAK
Title: MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg

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

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

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

Date: 12/07/2022

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6, 2027

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

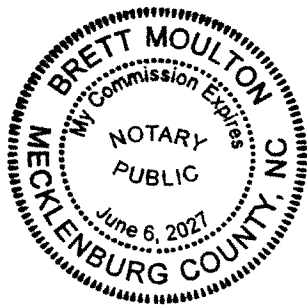


EXHIBIT A

Land

BEING A PORTION OF THE PROPERTY CONVEYED TO LANDLORD BY DEED DATED APRIL 13, 2018, OF RECORD IN DEED BOOK 379, PAGE 646 IN THE OFFICE OF THE CLERK OF BARREN COUNTY, KENTUCKY.

BEING ALL OF THE PROPERTY CONVEYED TO LANDLORD BY DEED DATED AUGUST 26, 1998, OF RECORD IN DEED BOOK 239, PAGE 321 IN THE OFFICE OF THE CLERK OF BARREN COUNTY, KENTUCKY.

BEING ALL OF THE PROPERTY BEQUEATED TO LANDLORD BY PROBATE DATED APRIL 20, 2017, OF RECORD IN WILL BOOK 16, PAGE 262 IN THE OFFICE OF THE CLERK OF BARREN COUNTY, KENTUCKY.

BEING ALL OF THE PROPERTY CONVEYED TO LANDLORD BY DEED DATED MAY 3, 1988, OF RECORD IN DEED BOOK 220, PAGE 158 IN THE OFFICE OF THE CLERK OF BARREN COUNTY, KENTUCKY.

BEING ALL OF THE PROPERTY BEQUEATED TO LANDLORD BY PROBATE DATED MAY 09, 2005, OF RECORD IN WILL BOOK 44, PAGE 183 IN THE OFFICE OF THE CLERK OF BARREN COUNTY, KENTUCKY.

BEING ALL OF THE PROPERTY CONVEYED TO LANDLORD BY DEED DATED FEBRUARY 17, 1988, OF RECORD IN DEED BOOK 238, PAGE 296 IN THE OFFICE OF THE CLERK OF BARREN COUNTY, KENTUCKY.

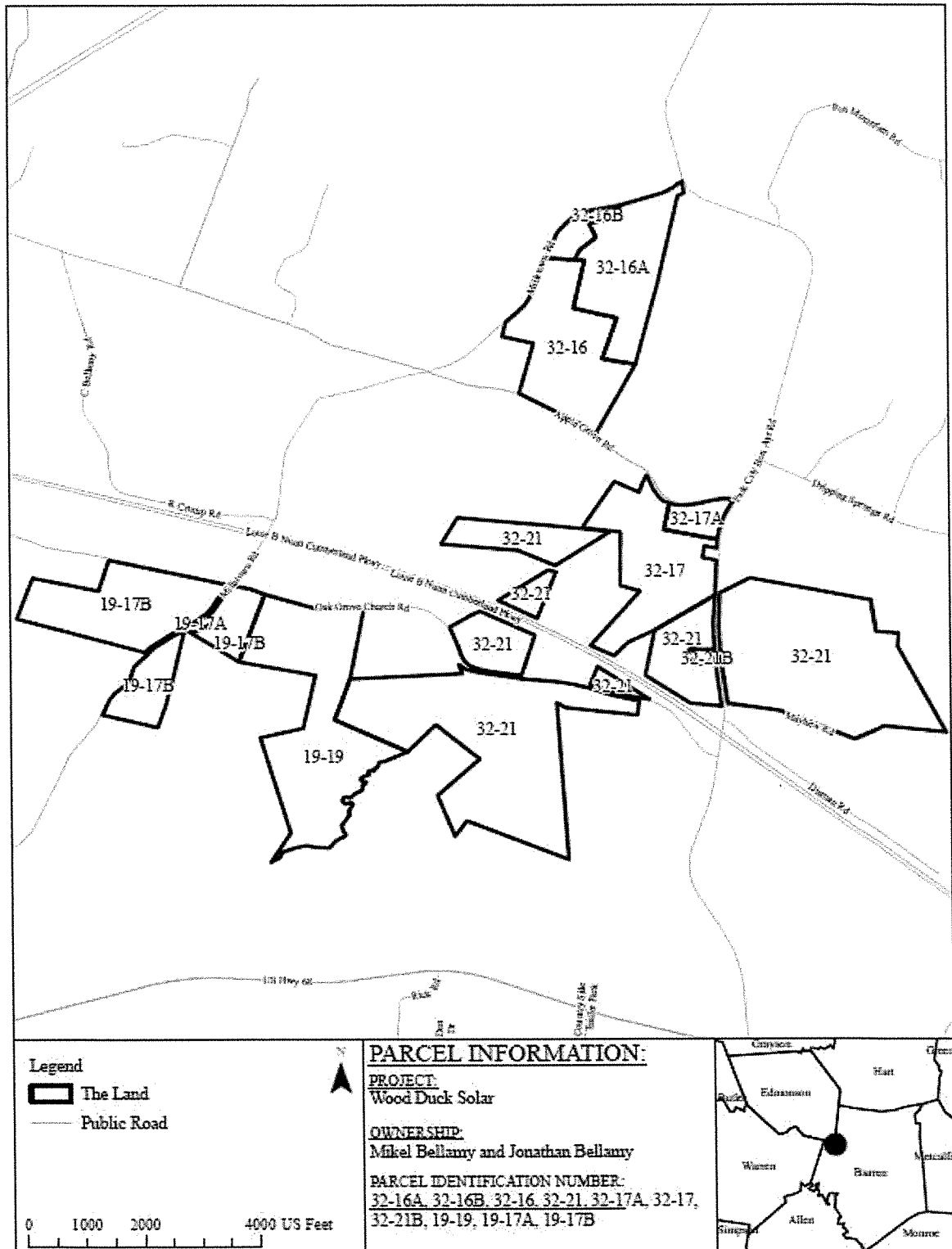
BEING ALL OF THE PROPERTY CONVEYED TO LANDLORD BY DEED DATED January 9, 1976, OF RECORD IN DEED BOOK 200, PAGE 337 IN THE OFFICE OF THE CLERK OF BARREN COUNTY, KENTUCKY.

BEING ALL OF THE PROPERTY CONVEYED TO LANDLORD BY DEED DATED January 3, 2013, OF RECORD IN DEED BOOK 343, PAGE 442 IN THE OFFICE OF THE CLERK OF BARREN COUNTY, KENTUCKY.

BEING ALL OF THE PROPERTY CONVEYED TO LANDLORD BY DEED DATED April 13, 2018, OF RECORD IN DEED BOOK 379, PAGE 651 IN THE OFFICE OF THE CLERK OF BARREN COUNTY, KENTUCKY.

EXHIBIT B

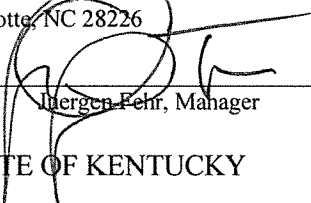
Premises



BARREN COUNTY
MC211 PG968

DOCUMENT NO: 452679
RECORDED: 1/4/2023 4:35:28 PM
VIA ERECORDING
TRANSFER TAX: \$0.00
TOTAL FEES: \$58.00
COUNTY CLERK: HELENA C BIRDWELL
DEPUTY CLERK: Teresa Grimsley
COUNTY: BARREN COUNTY
BOOK: MC211 PAGES: 968-976

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

By: 
Mergen Fehr, Manager

STATE OF KENTUCKY
COUNTY OF BARREN

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 19 day of December, 2022 by and between **DARRELL BURKS**, (the "Landlord"), and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated August 5, 2022 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 20-5 containing approximately 150.77 acres, located at 9933 New Bowling Green Road, Barren County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, less and except and not including the Do Not Disturb Area as depicted on Exhibit B-1 together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:

BARREN COUNTY

MC211 PG969

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

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

(i) An exclusive easement for electrical interconnection purposes;

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

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

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

BARREN COUNTY

MC211 PG970

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

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

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

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

BARREN COUNTY

MC211 PG971

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

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

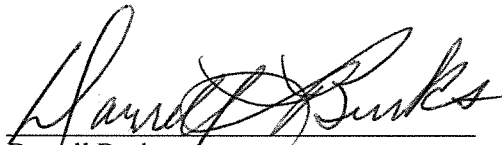
This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[The remainder of this page is intentionally omitted]

BARREN COUNTY
MC211 PG972

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

LANDLORD:


Darrell Burks

STATE OF Ky
COUNTY OF Anderson

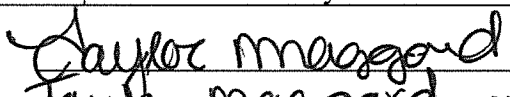
I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

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

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

Name	Capacity
Darrell Burks	Individually

Date: 12-12-2022


Taylor Maggard
(print name)

Notary Public
TAYLOR L. MAGGARD
EXPIRATION: MARCH 1, 2025
COMMISSION NUMBER: KYNP24476

(official seal)

My commission expires: _____

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

BARREN COUNTY
MC211 PG973

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

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky ~~limited liability~~ company

By: [Signature]
Name: EMERSON FEAR
Title: MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg

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

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

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

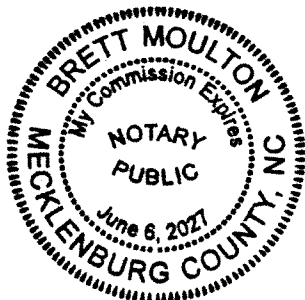
Date: 12/19/2022

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6, 2027

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



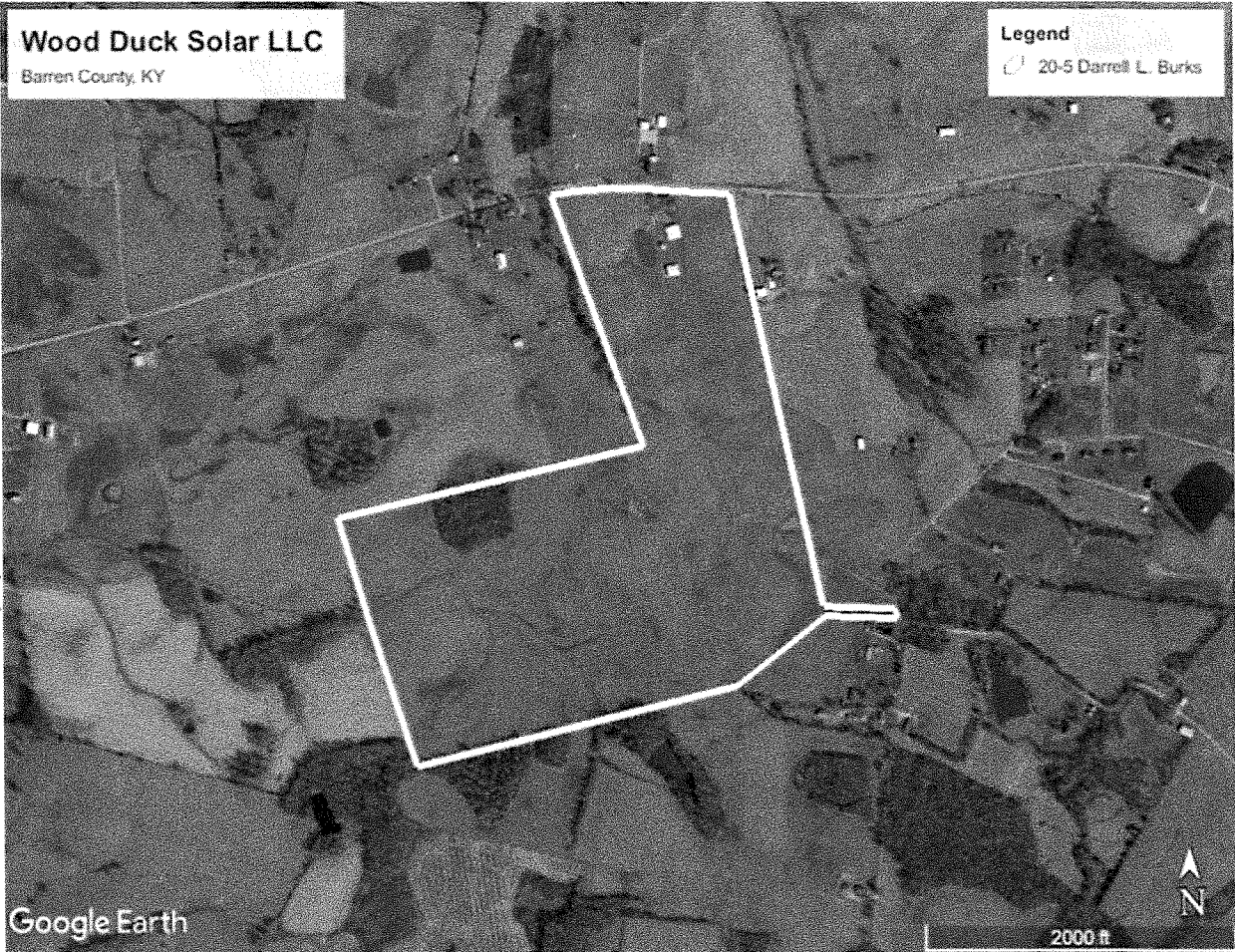
BARREN COUNTY
MC211 PG974
EXHIBIT A

Land

150.77 ACRES, MORE OR LESS, PARCEL 20-5, BEING THE
SAME PROPERTY CONVEYED TO LANDLORD BY DEED
DATED April 16, 2012 OF RECORD IN DEED BOOK 340, PAGE
015, IN THE OFFICE OF THE CLERK OF BARREN COUNTY,
KENTUCKY.

BARREN COUNTY
MC211 PG975
EXHIBIT B

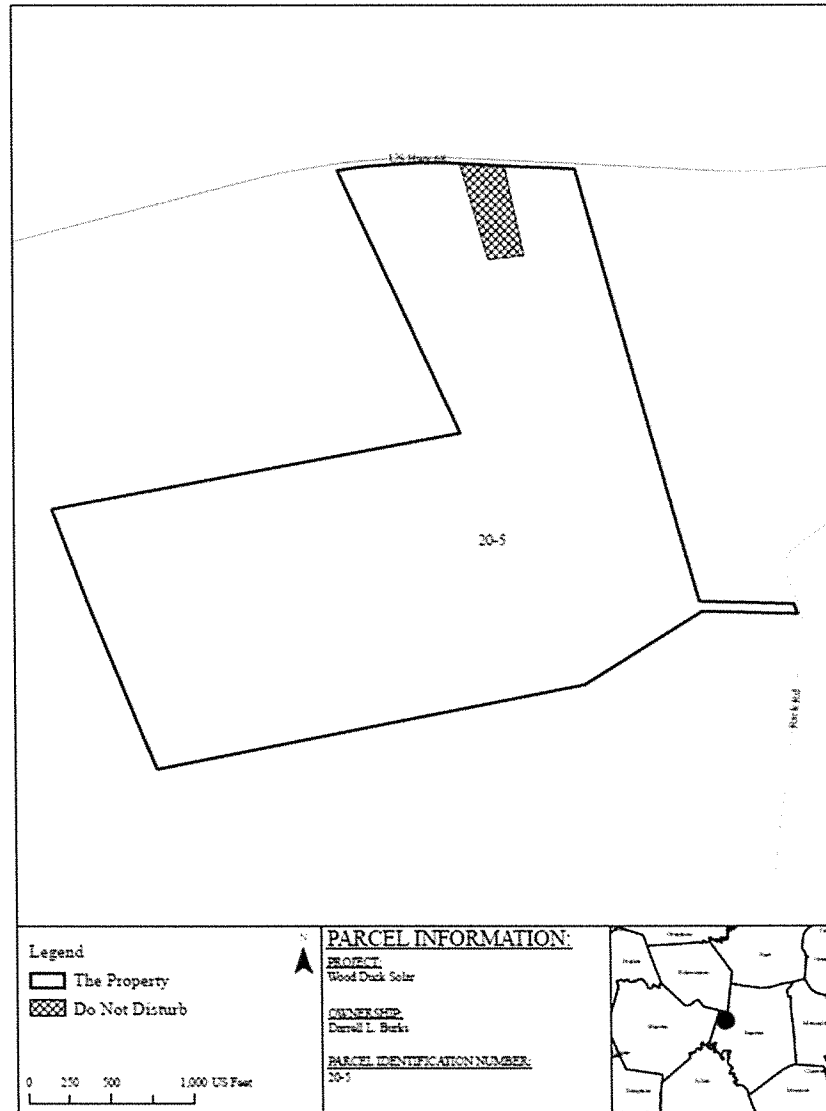
Premises



BARREN COUNTY
MC211 PG976

EXHIBIT B-1

Do Not Disturb Area



BARREN COUNTY
MC213 PG857

DOCUMENT NO: 456357
RECORDED: 4/18/2023 1:48:17 PM
VIA ERECORDING
TRANSFER TAX: \$0.00
TOTAL FEES: \$58.00
COUNTY CLERK: HELENA C BIRDWELL
DEPUTY CLERK: Teresa Grimsley
COUNTY: BARREN COUNTY
BOOK: MC213 PAGES: 857-865

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

By: 

Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF BARREN

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 4 day of October, 2022 by and between **EDWIN TODD BURKS and SCOTT ROYCE BURKS**, (the "Landlord"), and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated July 8, 2022 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 19-31 and 19-22 containing approximately 209.424 acres, located in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, less and except and not including the Do Not Disturb Area as depicted on Exhibit B-1 together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:

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

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

(i) An exclusive easement for electrical interconnection purposes;

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

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

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

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

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

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

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

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

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

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

[The remainder of this page is intentionally omitted]

BARREN COUNTY
MC213 PG861

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

LANDLORD:

Edwin Todd Burks
Edwin Todd Burks

Scott Royce Burks
Scott Royce Burks

STATE OF Kentucky
COUNTY OF Barren

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

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

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

Name	Capacity
Edwin Todd Burks	Individually
Scott Royce Burks	Individually

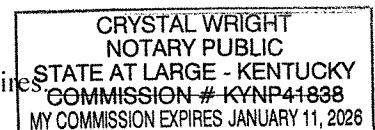
Date: 8/31/2022

Crystal Wright
Crystal Wright
(print name)

Notary Public

(official seal)

My commission expires



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

BARREN COUNTY
MC213 PG862

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

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky limited liability company

By: [Signature]
Name: MURGEN RAR
Title: MANAGER

STATE OF North Carolina

COUNTY OF Mecklenburg

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

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

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

Date: 10/04/2022

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6 2027

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

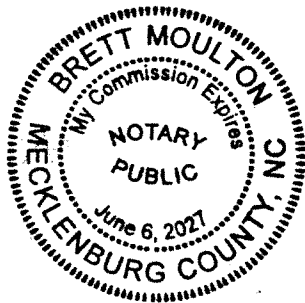


EXHIBIT A

Land

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY DEED DATED
April 16, 2012 OF RECORD IN DEED BOOK 340, PAGE 011, IN THE OFFICE OF
THE CLERK OF BARREN COUNTY, KENTUCKY

AND

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY
DEED DATED OCTOBER 24, 2003 OF RECORD IN DEED BOOK
_274, PAGE 489, IN THE OFFICE OF THE CLERK OF BARREN
COUNTY, KENTUCKY.

EXHIBIT B

Premises

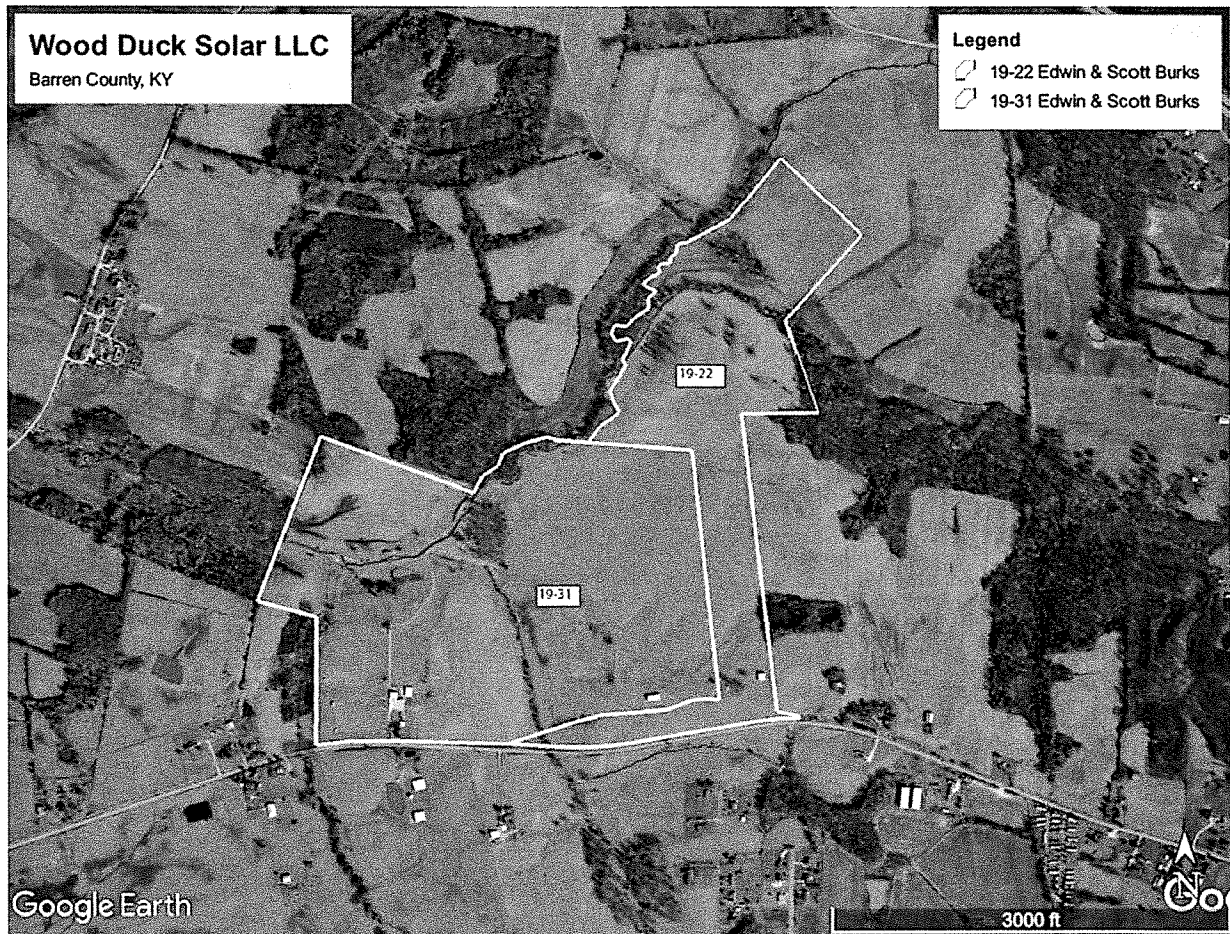
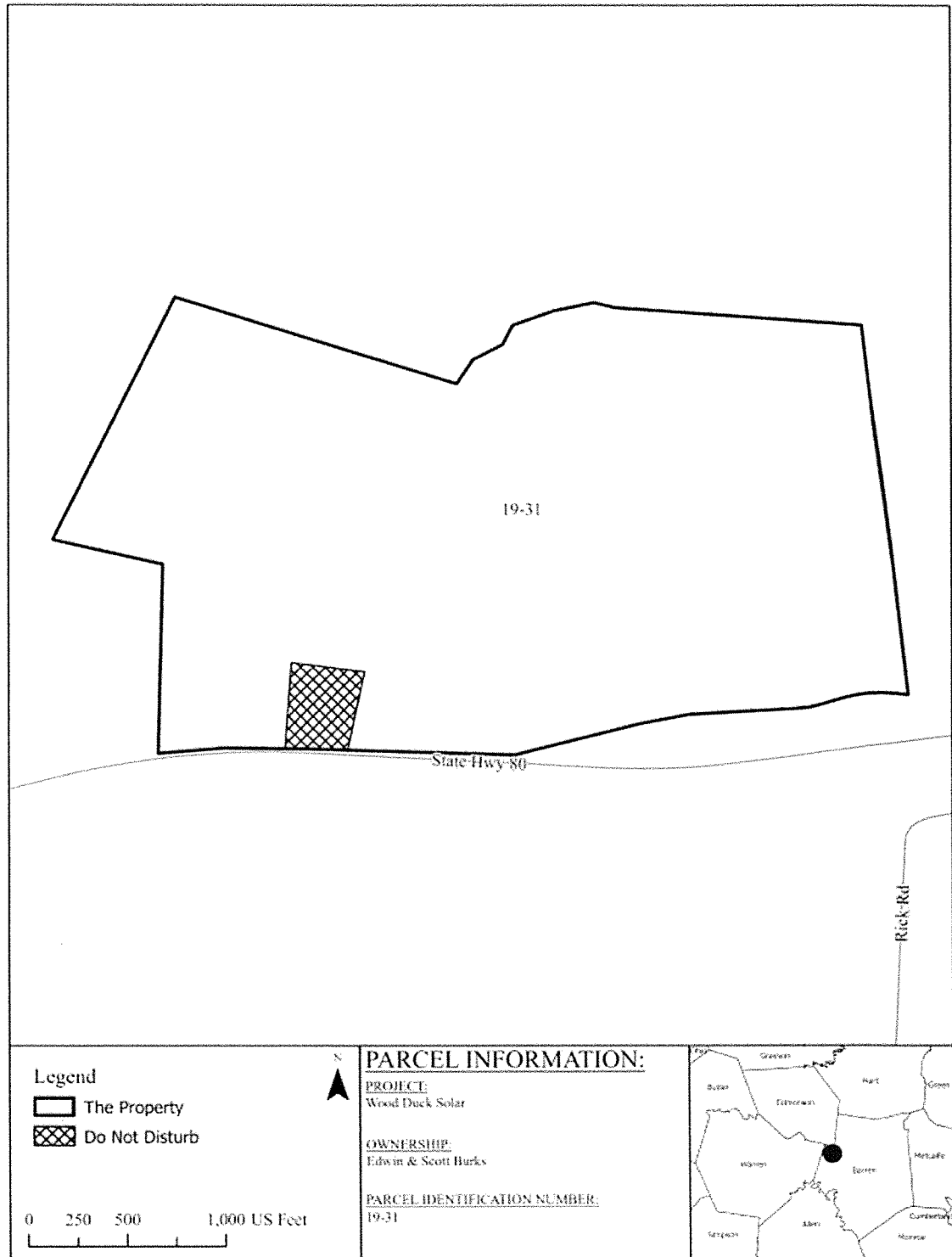


EXHIBIT B.-1

Do Not Disturb Area



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

By: 
Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF BARREN

DOCUMENT NO: 447665
RECORDED: August 16, 2022 12:41:00 PM
TOTAL FEES: \$58.00
COUNTY CLERK: HELENA C BIRDWELL
DEPUTY CLERK: TERESA GRIMSLEY
COUNTY: BARREN COUNTY
BOOK: MC209 PAGES: 121 - 129

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 5 day of August, 2022 by and between **ROGER CLINE AND NANCY CLINE** (collectively, the "Landlord"), and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated August 5, 2022 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel Nos. 19-5 and 19-3 containing approximately 99.62 acres, located at Millstown and Crump Road, Barren County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, less and except and not including the Do Not Disturb Area as depicted on Exhibit B-1, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:

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

5. Operations Easements:

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

(i) An exclusive easement for electrical interconnection purposes;

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

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

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

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

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

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

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

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

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

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

[The remainder of this page is intentionally omitted]

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

LANDLORD:

Roger Cline
Roger Cline

Nancy Cline
Nancy Cline

STATE OF Kentucky
COUNTY OF Barren

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

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

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

Name	Capacity
Roger Cline	individual
Nancy Cline	individual

Date: July 21, 2022

T. Richard Alexander II
(print name)

Notary Public

(official seal)

My commission expires: _____

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



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

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky limited liability company

By: [Signature]
Name: TERRON FERRIS
Title: MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg

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

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

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

Date: 08/05/2022

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6, 2027

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



EXHIBIT A

Land

BEING A PORTION OF THE PROPERTY CONVEYED TO LANDLORD BY DEED DATED MARCH 22, 2002 OF RECORD IN DEED BOOK 261, PAGE 525, IN THE OFFICE OF THE CLERK OF BARREN COUNTY, KENTUCKY.

AND

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY DEED DATED FEBRUARY 15, 2019 OF RECORD IN DEED BOOK 386, PAGE 723, IN THE OFFICE OF THE CLERK OF BARREN COUNTY, KENTUCKY

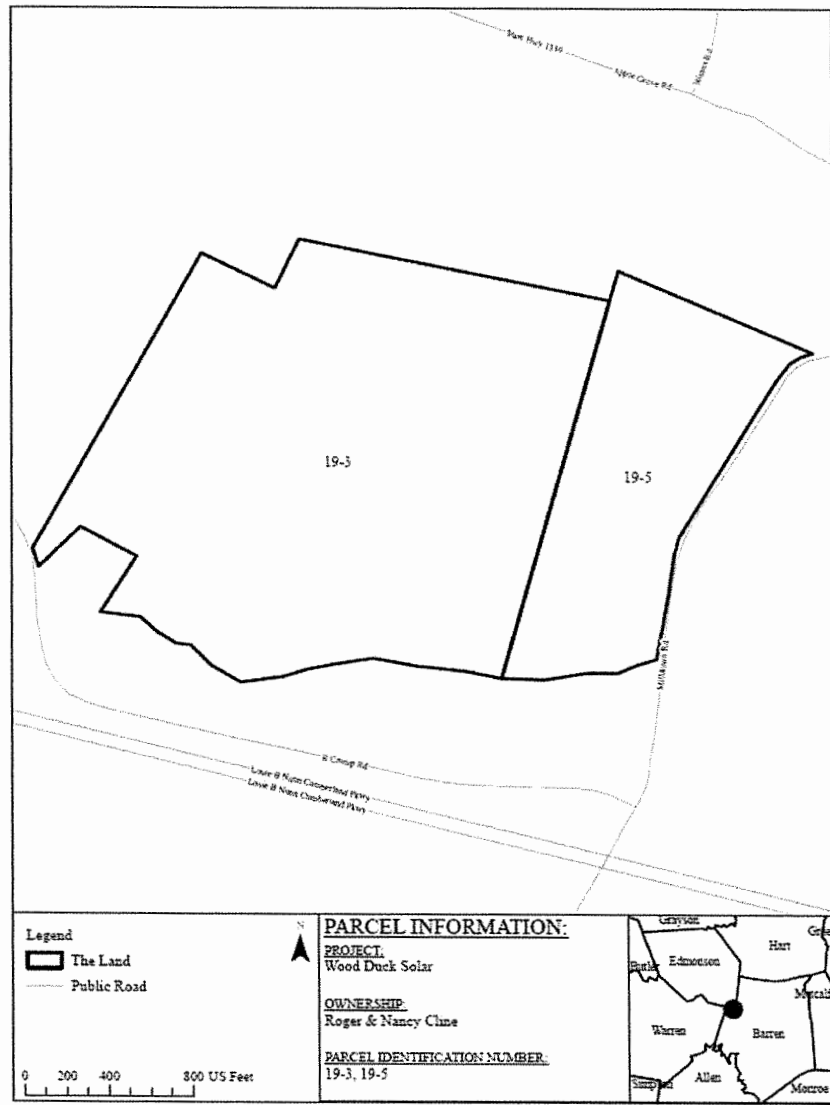


EXHIBIT B

Premises

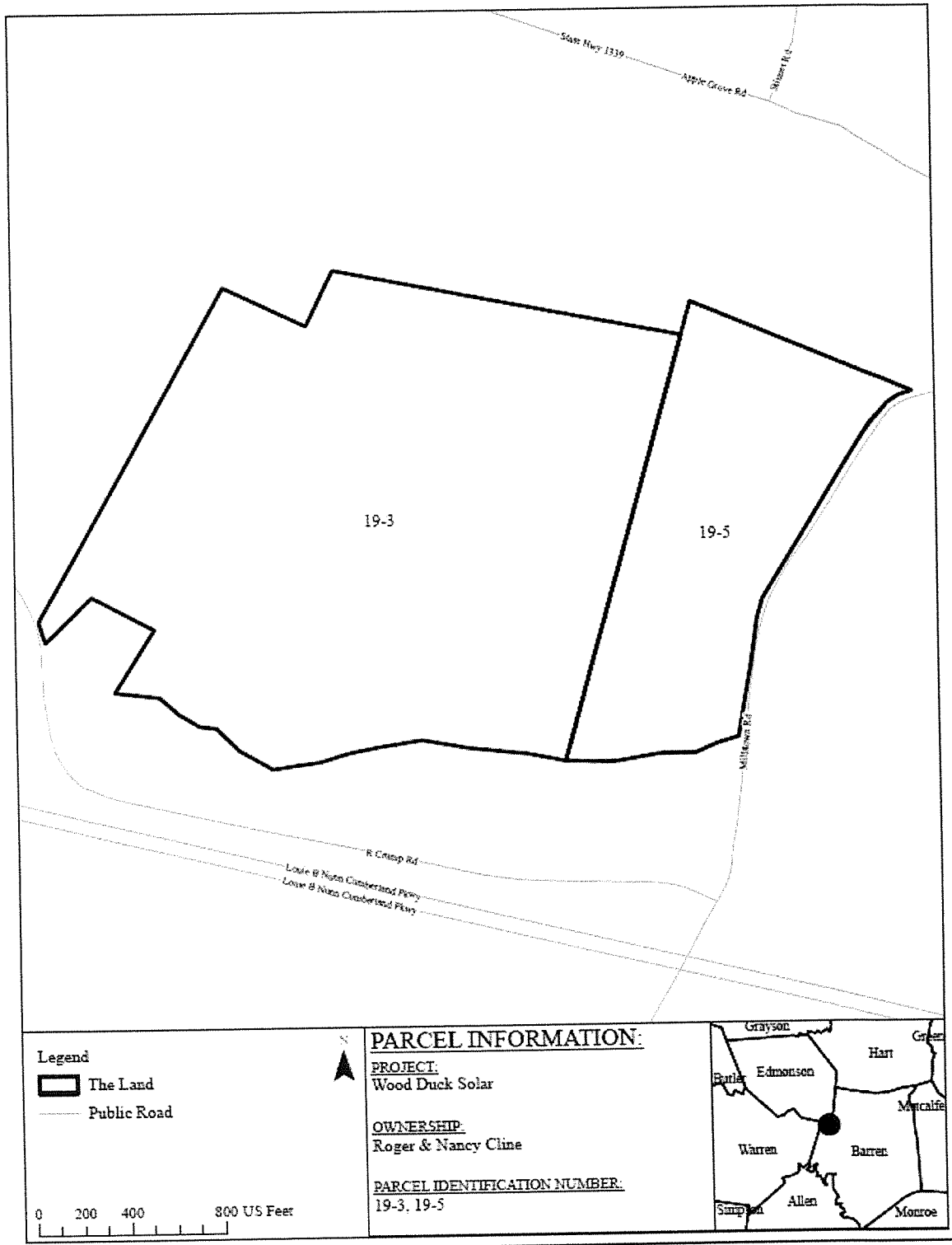
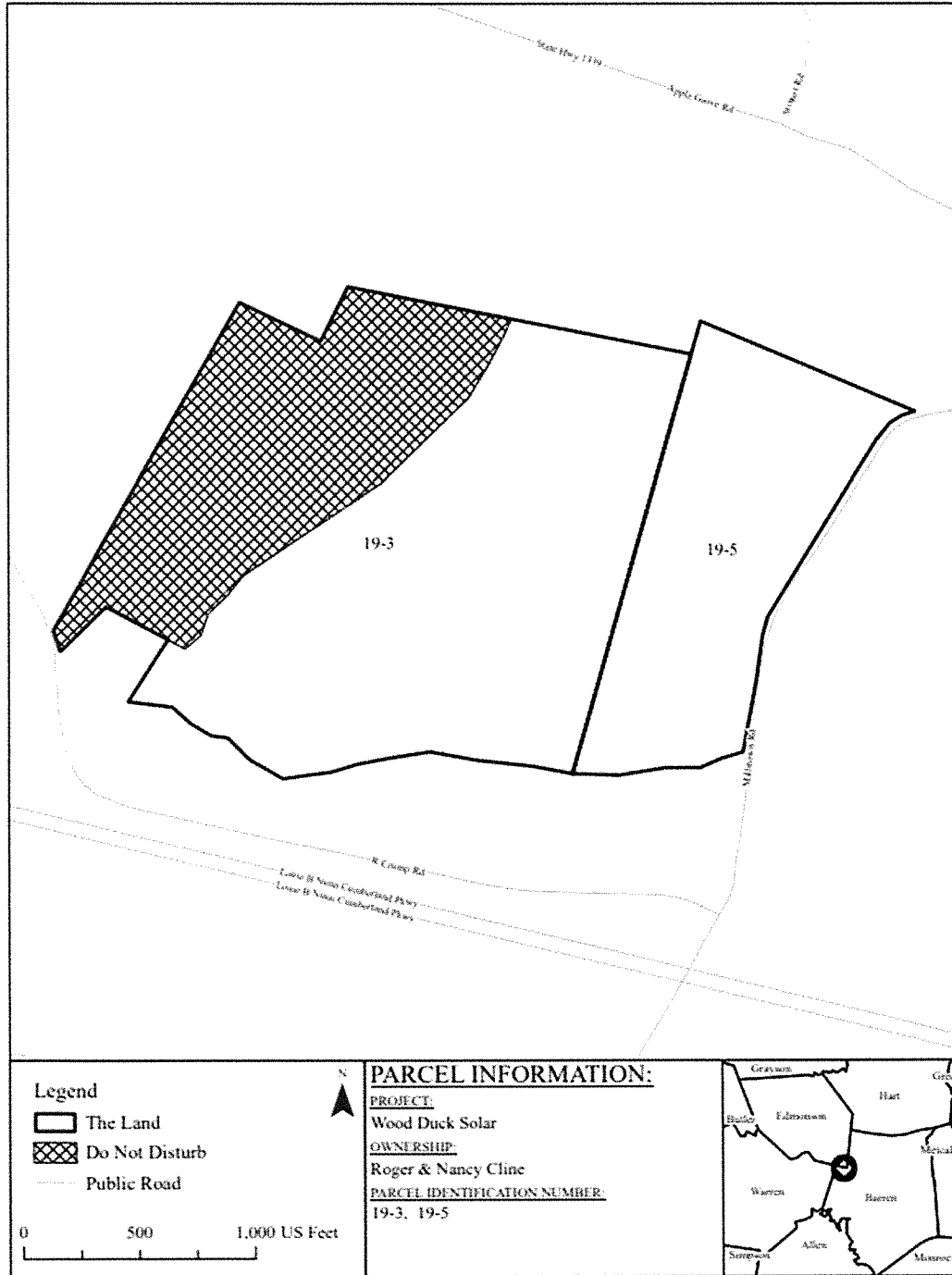


EXHIBIT B-1

Do Not Disturb Area



DOCUMENT NO: 447660
RECORDED: August 16, 2022 12:39:00 PM
TOTAL FEES: \$61.00
COUNTY CLERK: HELENA C BIRDWELL
DEPUTY CLERK: TERESA GRIMSLEY
COUNTY: BARREN COUNTY
BOOK: MC209 PAGES: 78 - 87

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

By: 
Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF BARREN _____

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 5 day of August, 2022, by and between **DANIEL L. DECKARD and LANE M. DECKARD, as to an undivided ½ interest and BRANSON REDFORD, as to an undivided ½ interest** (collectively, the "Landlord"), and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated November 1, 2021 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property within Tax Parcel No. 19-6E containing approximately 145.92 acres, located at Apple Grove Road, Barren County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

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

4. Right to Terminate:

Tenant has the right to terminate the Lease:

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

5. Operations Easements:

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

(i) An exclusive easement for electrical interconnection purposes;

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

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

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

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

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

6. Landlord Easements:

To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested

by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements:

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

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

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

[The remainder of this page is intentionally omitted]

LANDLORD:

Lane M. Deckard
Lane M. Deckard

STATE OF Kentucky
COUNTY OF Rowan

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

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

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

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

<u>Name</u>	<u>Capacity</u>
Lane M. Deckard	Individually

Date: 7.12.2022

Notary ID # 636110

Aron M. Caudill

Aron M. Caudill, Notary Public
(print name)


(official seal)

My commission expires: 11.25.2023

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

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

LANDLORD:


Daniel L. Deckard

STATE OF Kentucky
COUNTY OF Rowan

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

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

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

Name	Capacity
Daniel L. Deckard	Individually

Date: 7.12.2022

Notary ID # 636110



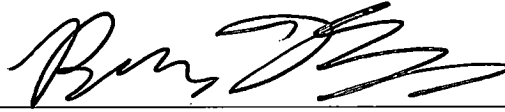
Aron M. Caudill, Notary Public
(print name)

(official seal)

My commission expires: 11.25.2023

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

LANDLORD:



Branson Redford

STATE OF Kentucky
COUNTY OF Rowan

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

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

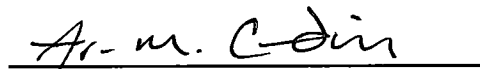
each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

<u>Name</u>	<u>Capacity</u>
Branson Redford	Individually

Date: 7.12.2022

Notary ID # 636110

(official seal)



Aron M. Caudill, Notary Public
(print name)

My commission expires: 11.25.2023

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

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

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky limited liability company

By: [Signature]
Name: THOMAS FETTY
Title: MANAGER

STATE OF North Carolina

COUNTY OF Mecklenburg

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

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

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

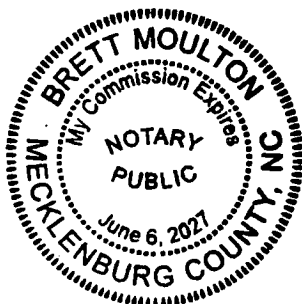
Date: 08/05/2022

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6, 2027

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



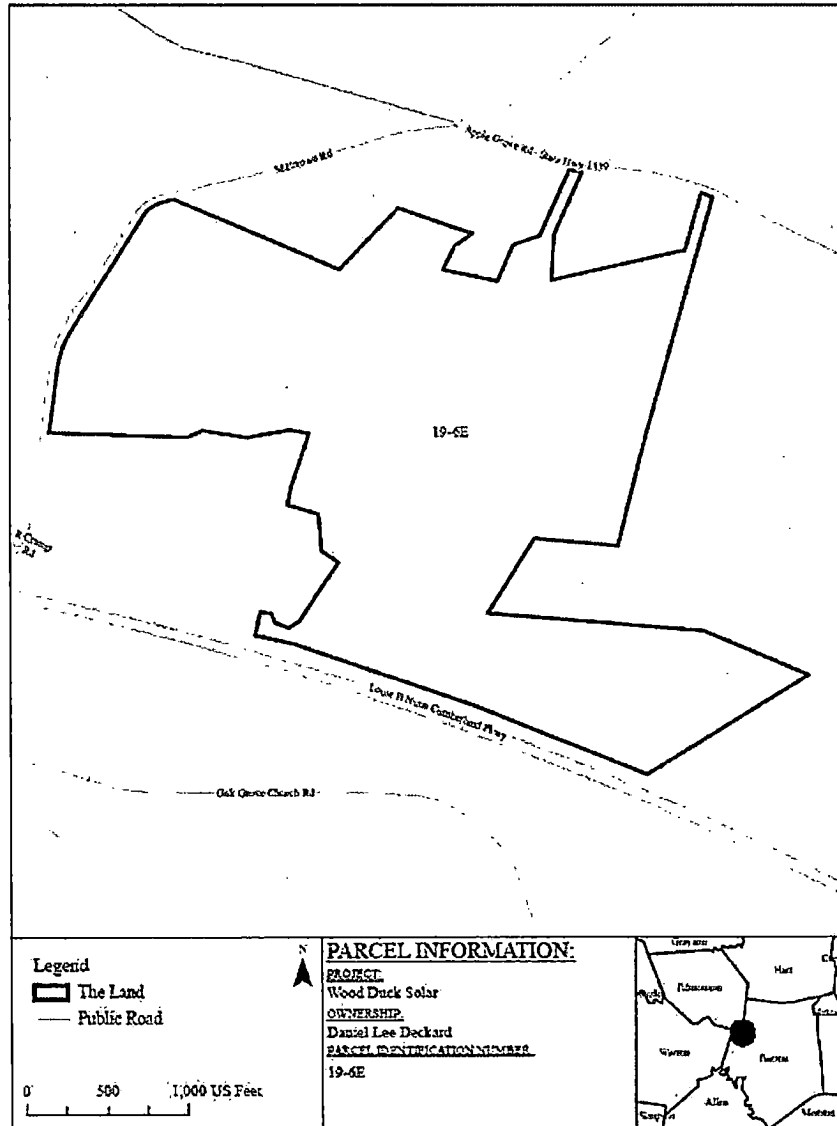
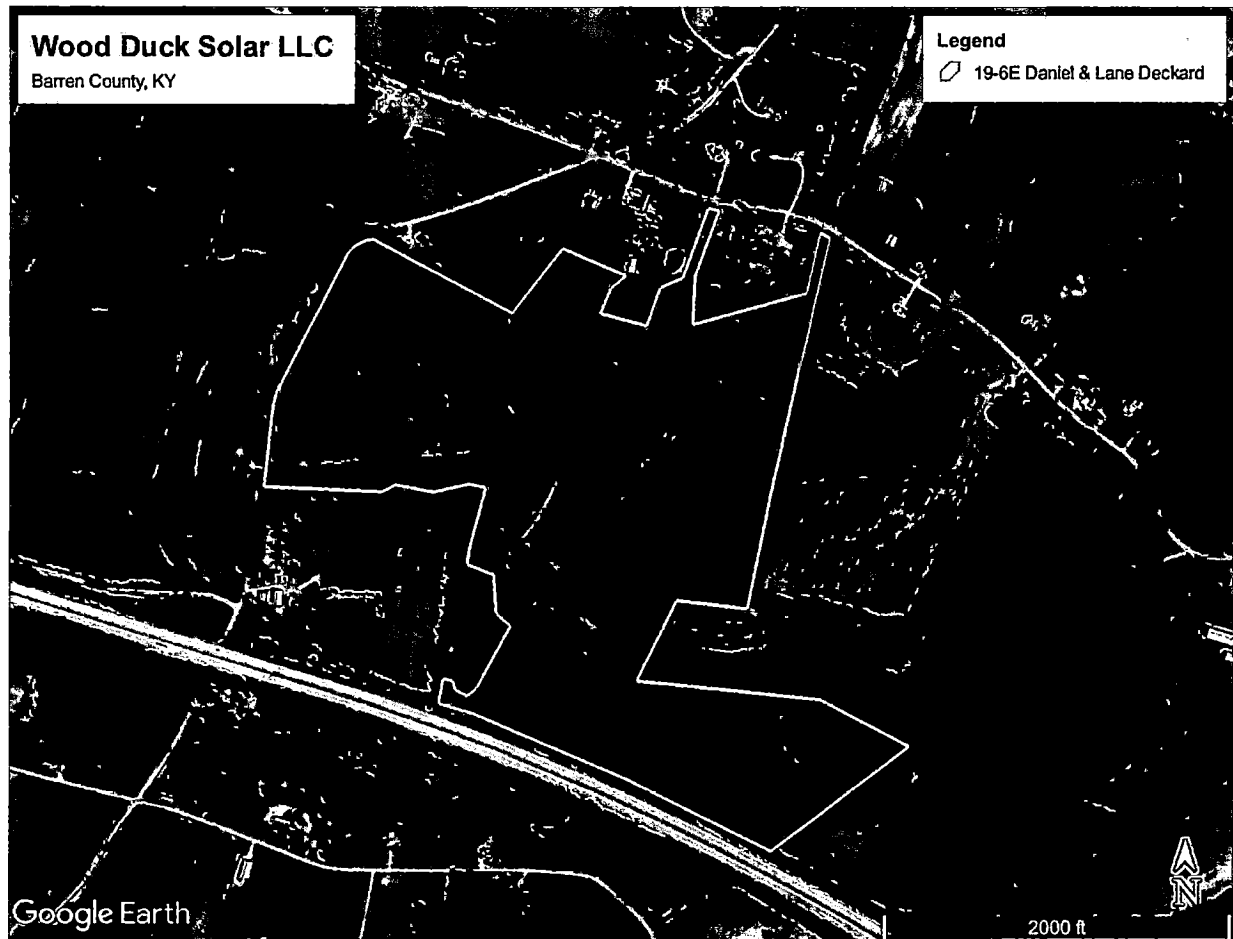


EXHIBIT B

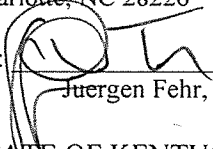
Premises



DOCUMENT NO: 447663
RECORDED: August 16, 2022 12:41:00 PM
TOTAL FEES: \$55.00
COUNTY CLERK: HELENA C BIRDWELL
DEPUTY CLERK: TERESA GRIMSLEY
COUNTY: BARREN COUNTY
BOOK: MC209 PAGES: 105 - 112

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

By:


Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF BARREN

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 17 day of June, 2022 by and between **JONLUKE VINCENT AND MARTINA VINCENT** (collectively, the "Landlord"), and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated June 3, 2022 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 19-18 containing approximately 59.00 acres, located at Millstown Road, Barren County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

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

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

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

(i) An exclusive easement for electrical interconnection purposes;

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

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

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

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

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

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

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

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

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

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

[The remainder of this page is intentionally omitted]

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

LANDLORD:

JonLuke Vincent
JonLuke Vincent

Martina Vincent
Martina Vincent

STATE OF Kentucky
COUNTY OF Rowan

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

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

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

Name	Capacity

Date: 6.10.2022

Aron M. Caudill
Aron M. Caudill, Notary Public
(print name)

(official seal)

My commission expires: 11.25.2023

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

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

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky limited liability company

By: [Signature]

Name: Warren Fehr

Title: Manager

STATE OF North Carolina

COUNTY OF Mecklenburg

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

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

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

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

Date: June 17, 2022

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6, 2027

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



EXHIBIT A

Land

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY
DEED DA TEDMARCH 25 2021 OF RECORD IN DEED BOOK 402,
PAGE 883, IN THE OFFICE OF THE CLERK OF BARREN
COUNTY, KENTUCKY.

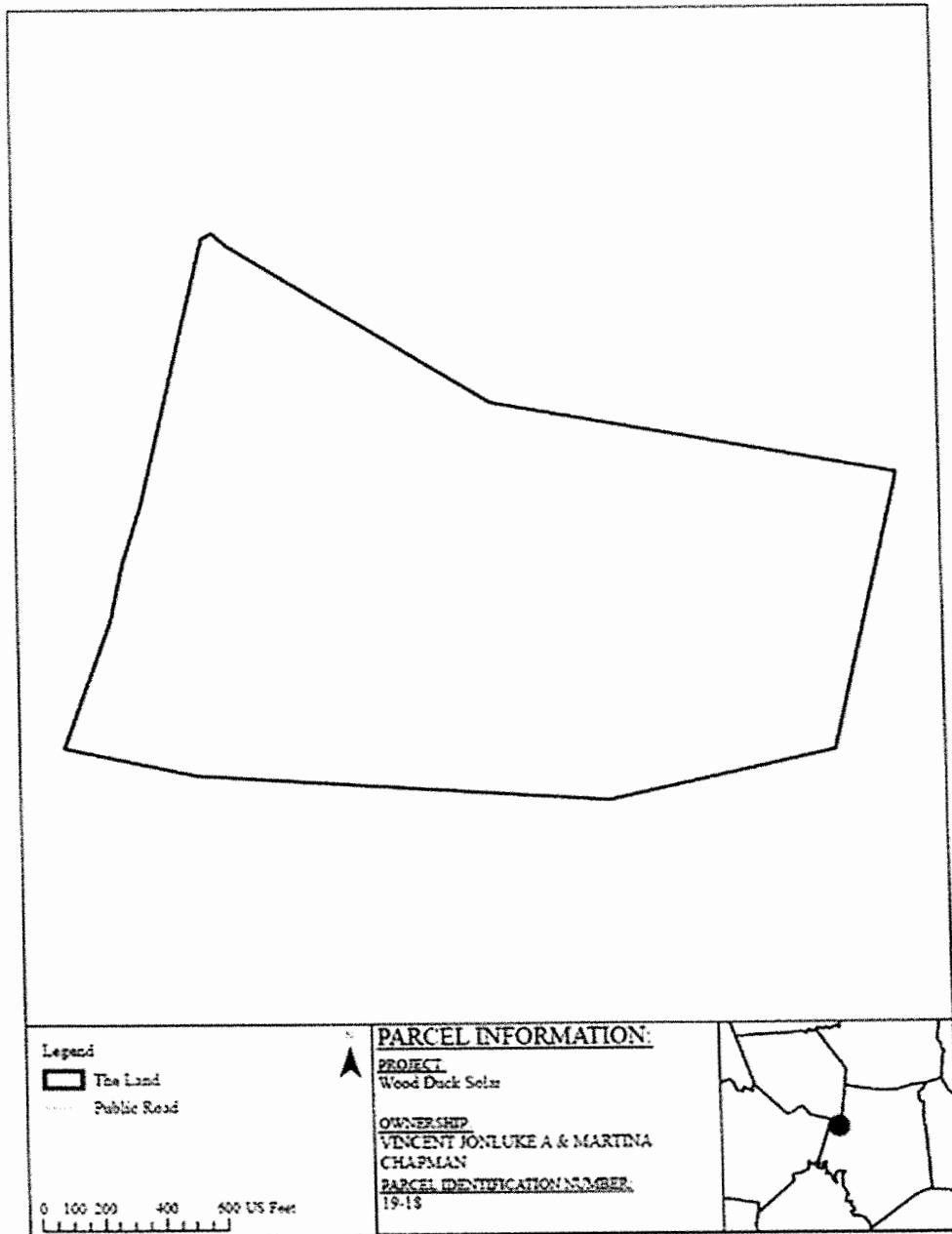
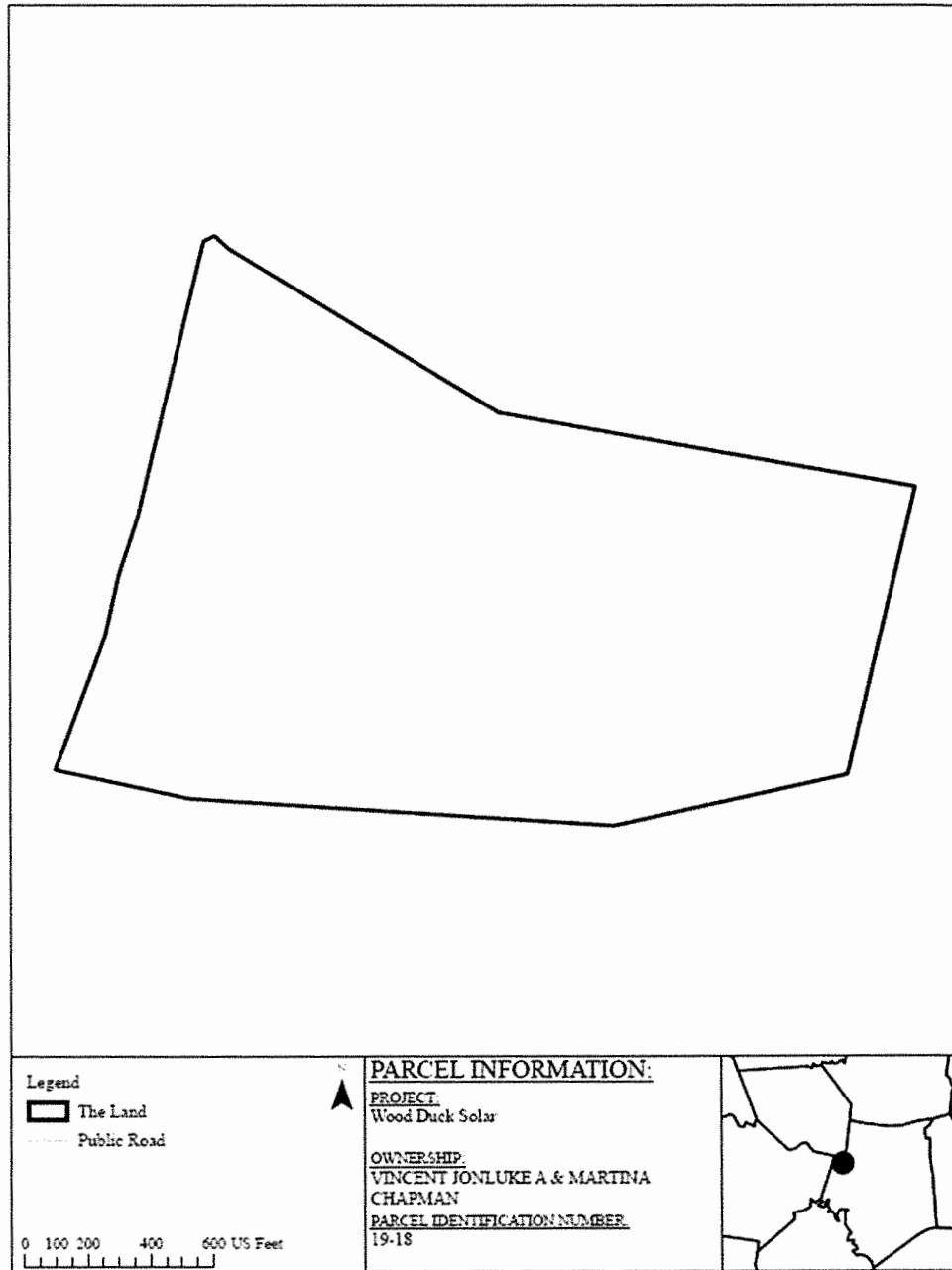


EXHIBIT B

Premises



DOCUMENT NO: 447659
RECORDED: August 16, 2022 12:39:00 PM
TOTAL FEES: \$58.00
COUNTY CLERK: HELENA C BIRDWELL
DEPUTY CLERK: TERESA GRIMSLEY
COUNTY: BARREN COUNTY
BOOK: MC209 PAGES: 69 - 77

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

By: 
Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF BARREN _____

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement (“Memorandum”) is entered into this 10 day of June, 2021, by and between **LUTHER J. GARRETT and wife, CAROLYN F. GARRETT** (collectively, the “Landlord”), and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company (“Tenant”), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated June 10, 2021, 2021 (the “Lease”). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property within Tax Parcel Nos. 32-41C and 32-39 containing approximately 174.89 acres, located at Mayhew Road, Barren County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property:

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

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

constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

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

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

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

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under

the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

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

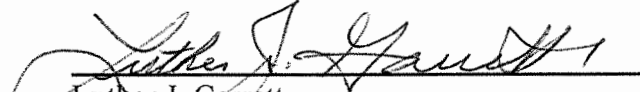
The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the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

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

[The remainder of this page is intentionally omitted]

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

LANDLORD:


Luther J. Garrett

STATE OF IL
COUNTY OF COOK

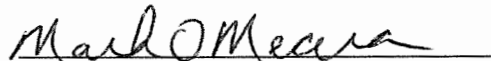
I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

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

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

Name	Capacity
Luther J. Garrett	Individually

Date: 5.23.2021



MARK O'NEARA, Notary Public
(print name)

(official seal)

My commission expires: 11.01.2023

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



LANDLORD:

Carolyn F. Garrett
Carolyn F. Garrett

STATE OF IL.
COUNTY OF COOK

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

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

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

<u>Name</u>	<u>Capacity</u>
Carolyn F. Garrett	Individually

Date: 5.23.2021

Mark O'Meara

MARK O'MEARA, Notary Public
(print name)

(official seal)

My commission expires: 11.01.2023

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



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

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky limited liability company

By: [Signature]

Name: Justin Fehr

Title: Manager

STATE OF North Carolina

COUNTY OF Mecklenburg

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

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

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

Date: June 10, 2021

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6, 2022

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



Land

✓

BEING A PORTION OF THE PROPERTY CONVEYED TO
LANDLORD BY DEED DATED APRIL 13, 2005 OF RECORD IN
DEED BOOK 301, PAGE 103, IN THE OFFICE OF THE CLERK
OF BARREN COUNTY, KENTUCKY.

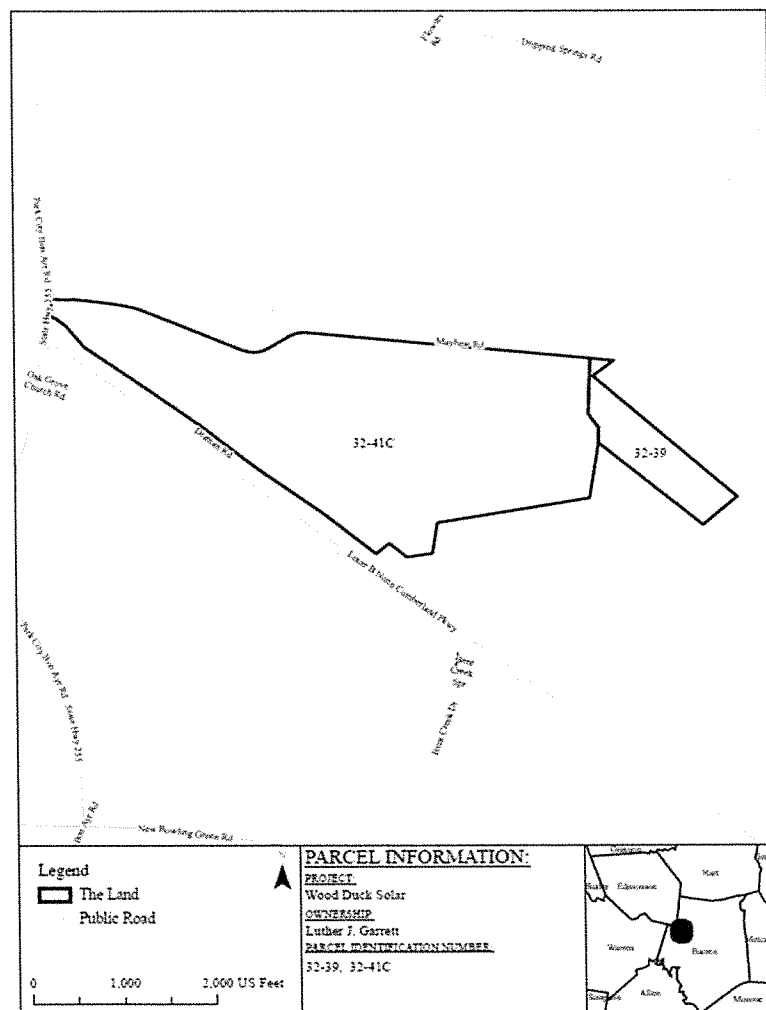
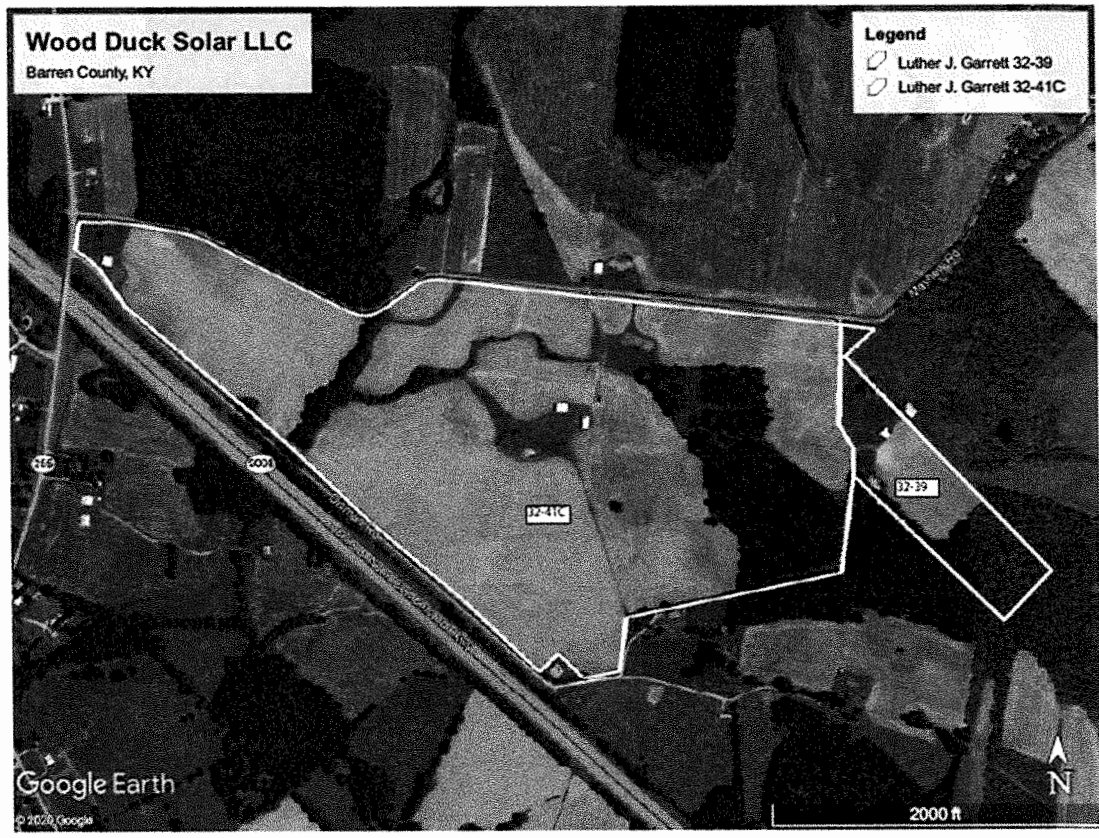


EXHIBIT B

Premises



THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:

Wood Duck Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By: 

Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF BARREN

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

BM ²⁸ This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this ~~10~~ day of October, 2022 by and between **JOE B. GRAY II** (the "Landlord"), and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence ²⁸ certain material terms of that certain Solar Ground Lease and Agreement dated 10/10/22, 2022 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 20-2BB containing approximately 133.769 acres located at Rick Road, Barren County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

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

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

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

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

- (i) An exclusive easement for electrical interconnection purposes;

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

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

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

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

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

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

6. Landlord Easements:

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

7. Tenant Easements:

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

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

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

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

[The remainder of this page is intentionally omitted]

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

LANDLORD:

By: 

Name: JOE B. GRAY, II

STATE OF KY
COUNTY OF Barren

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

☒
☐

I have personal knowledge of the identity of the principal(s)

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

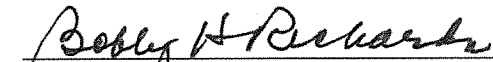
☐

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

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

Name	Capacity
<u>Joe B Gray II</u>	<u>Owner</u>

Date: 10/10/22



Bobby H. Richardson

(print name)

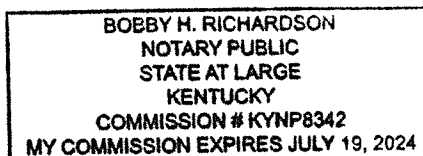
Notary

Public

(official seal)

My commission expires: 7-19-24

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



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

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky limited liability company

By: [Signature]

Name: TERREN FARR

Title: MANAGER

STATE OF North Carolina

COUNTY OF Mecklenburg

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

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

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

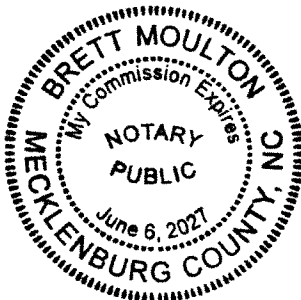
Date: October 28, 2022

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6, 2027

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



BARREN COUNTY
MC211 PG364

EXHIBIT A

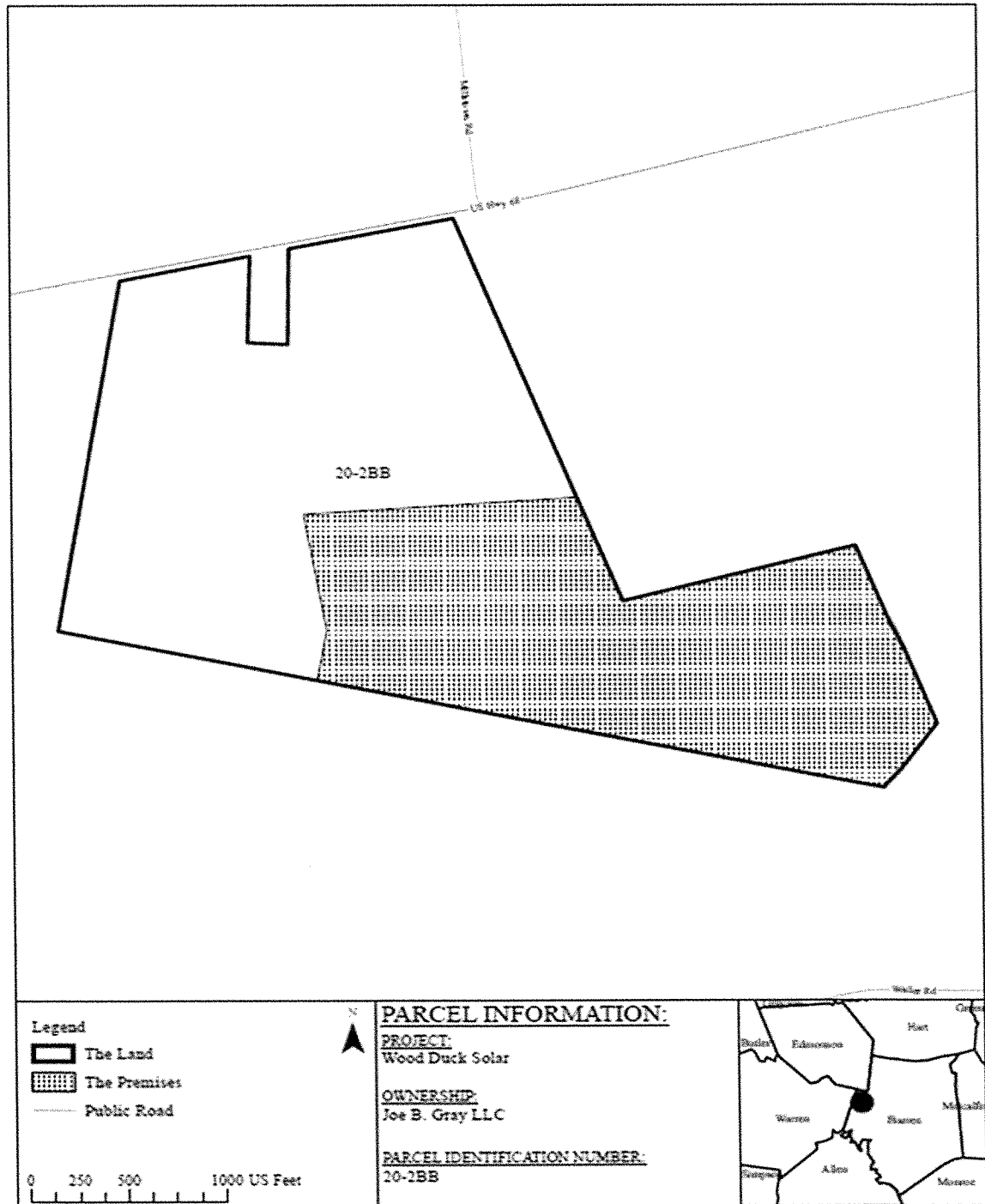
Land

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY
DEED DATED 10 October 2020 OF RECORD IN DEED BOOK
D416, PAGE 9294 IN THE OFFICE OF THE CLERK OF
BARREN COUNTY, KENTUCKY.

EXHIBIT B

Premises

Approximately 59.14 acres



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

By: _____
Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF BARREN

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 21 day of April, 2023 by and between **SAM HUDSON** ("Landlord"), and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated April 21, 2023 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 19-8 containing approximately 70.79 acres, located at Apple Grove Road, Barren County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

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

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

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

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

- (i) An exclusive easement for electrical interconnection purposes;

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

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

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

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

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

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

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

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

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

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

[The remainder of this page is intentionally omitted]

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

LANDLORD:

Sam Hudson
Sam Hudson

STATE OF Kentucky
COUNTY OF Rowan

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

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

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

<u>Name</u>	<u>Capacity</u>

Date: 3.31.2023

Aron M. Caudill

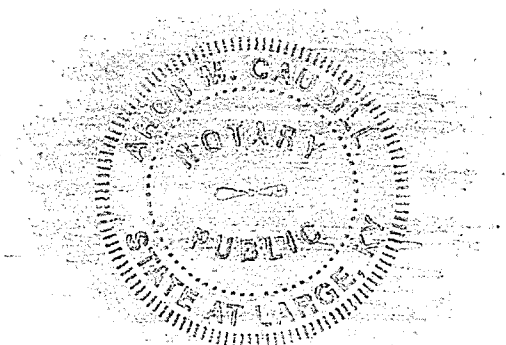
Aron M. Caudill, Notary Public
(print name)

(official seal)

My commission expires: 11.25.2023

Notary ID: 636110

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



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

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky limited liability company

By: [Signature]
Name: FURGERSON KIM
Title: MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg

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

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

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

Date: 04/21/2023

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6 2027

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

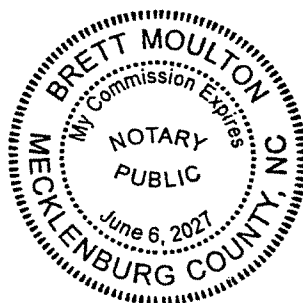


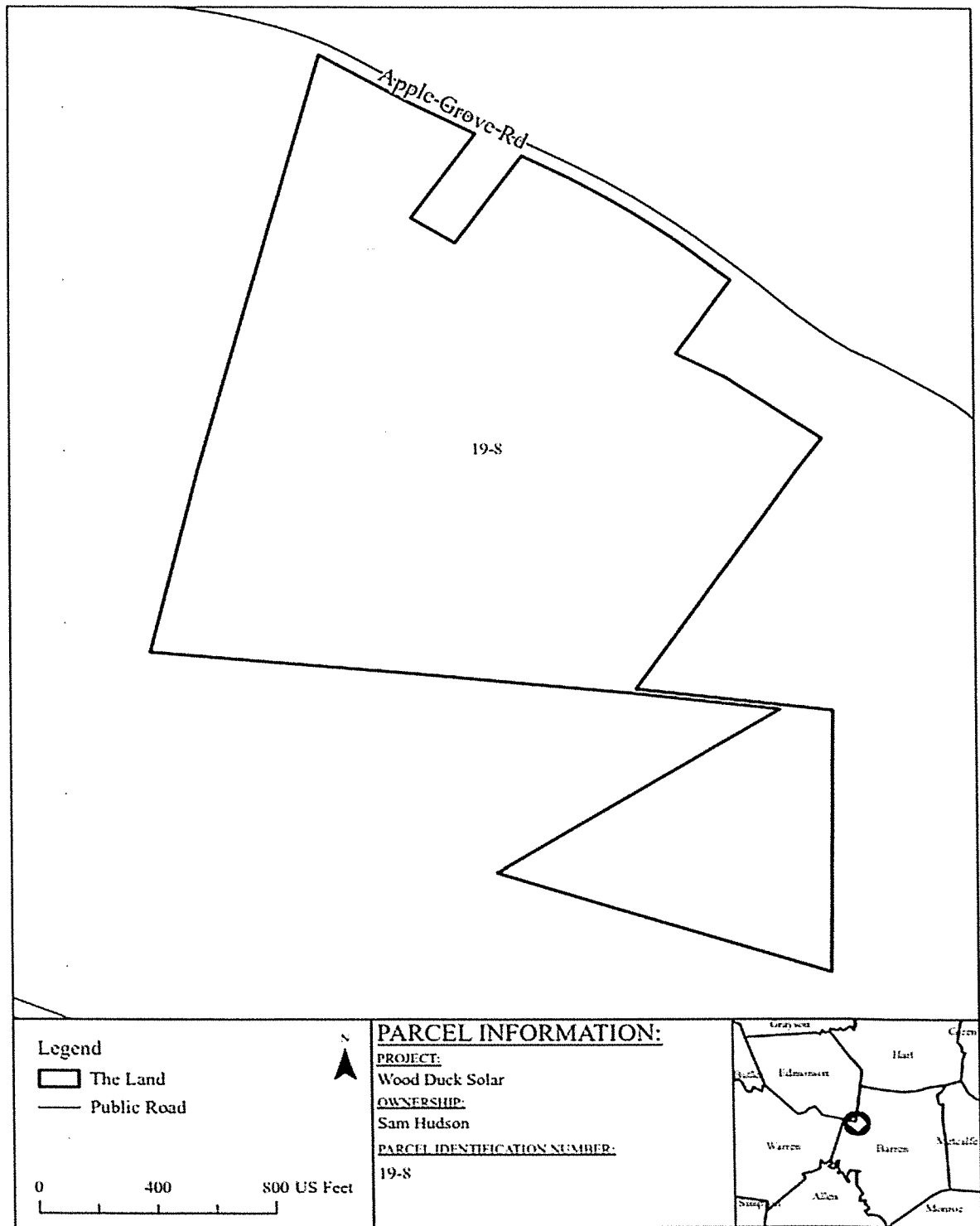
EXHIBIT A

Land

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

EXHIBIT B

Premises



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

By: _____

Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF BARREN

DOCUMENT NO: 447658
RECORDED: August 16, 2022 12:36:00 PM
TOTAL FEES: \$55.00
COUNTY CLERK: HELENA C BIRDWELL
DEPUTY CLERK: TERESA GRIMSLEY
COUNTY: BARREN COUNTY
BOOK: MC209 PAGES: 61 - 68

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 7 day of October, 2021 by and between **SAVERS STORAGE, LLC**, a Kentucky limited liability company (the "Landlord"), and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated October 7, 2021 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are that certain property with Tax Parcel No. 33-7A containing approximately 54.75 acres, located at New Bowling Green Road 8180, Barren County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

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

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

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

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

- (i) An exclusive easement for electrical interconnection purposes;

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

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

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

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

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

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

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

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

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

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

[The remainder of this page is intentionally omitted]

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

LANDLORD:

SAVERS STORAGE LLC,
a Kentucky limited liability company

By: Dr. Tray A. Robertson
Name: DR. TRAY A. ROBERTSON
Title: MEMBER

STATE OF KENTUCKY
COUNTY OF BARREN

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

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

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

Name	Capacity
DR. TRAY A ROBERTSON	member

Date: 9/30/2021

T. Richard ALEXander II
(print name)

Notary Public

(official seal)

My commission expires: 5/3/2023
124622658

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

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

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky limited liability company

By: [Signature]
Name: EMERSON JEFF
Title: MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg

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

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

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

Date: October 7, 2021

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6, 2022

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

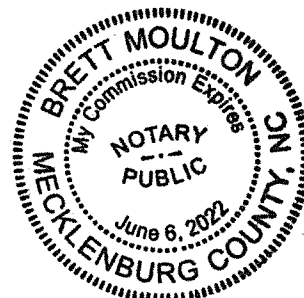


EXHIBIT A

Land

BEING THE SAME PROPERTY CONVEYED TO LANDLORD
BY DEED DATED SEPTEMBER 30 2021 OF RECORD IN DEED
BOOK 407, PAGE 743, IN THE OFFICE OF THE CLERK OF
BARREN COUNTY, KENTUCKY.

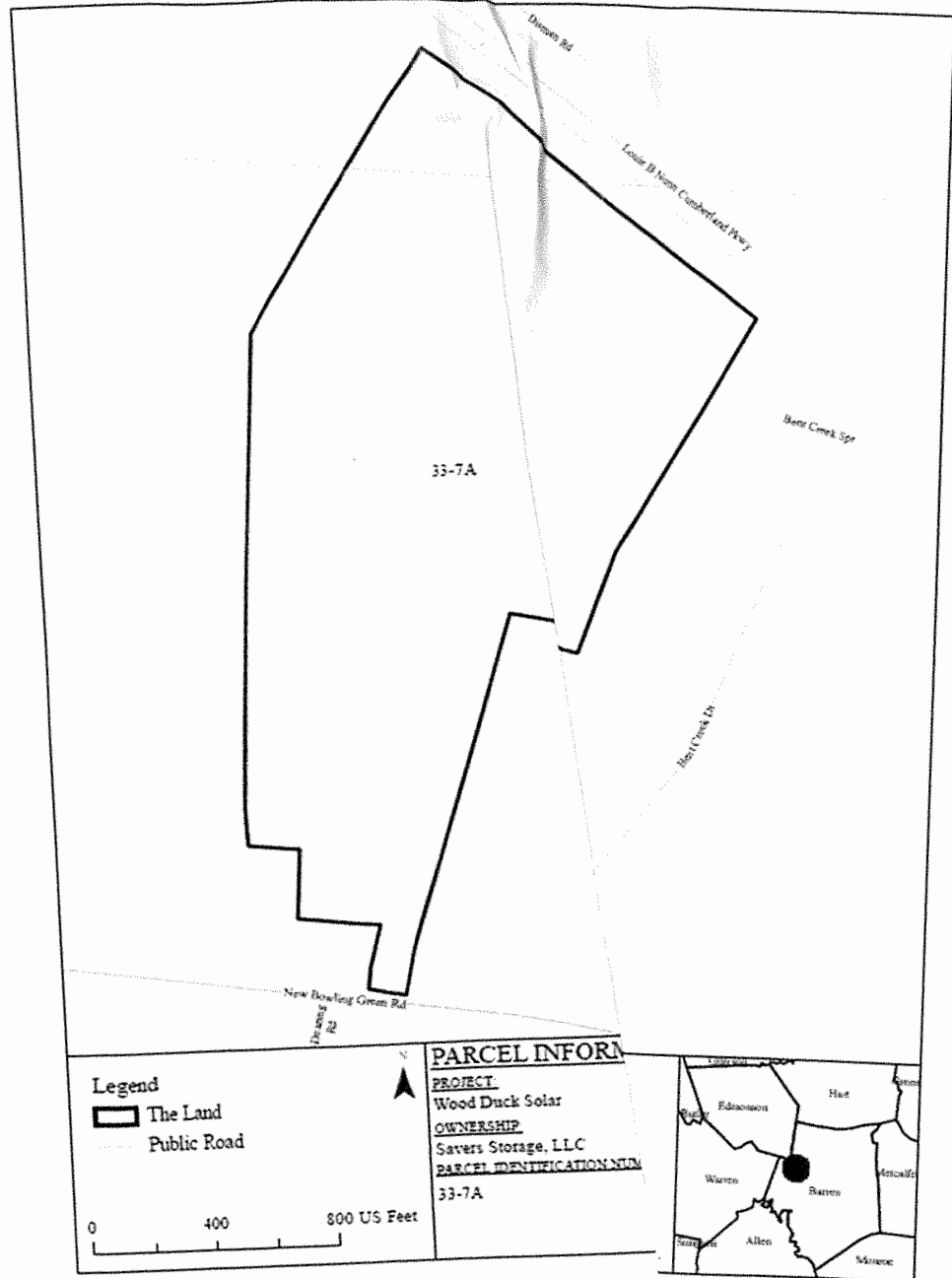
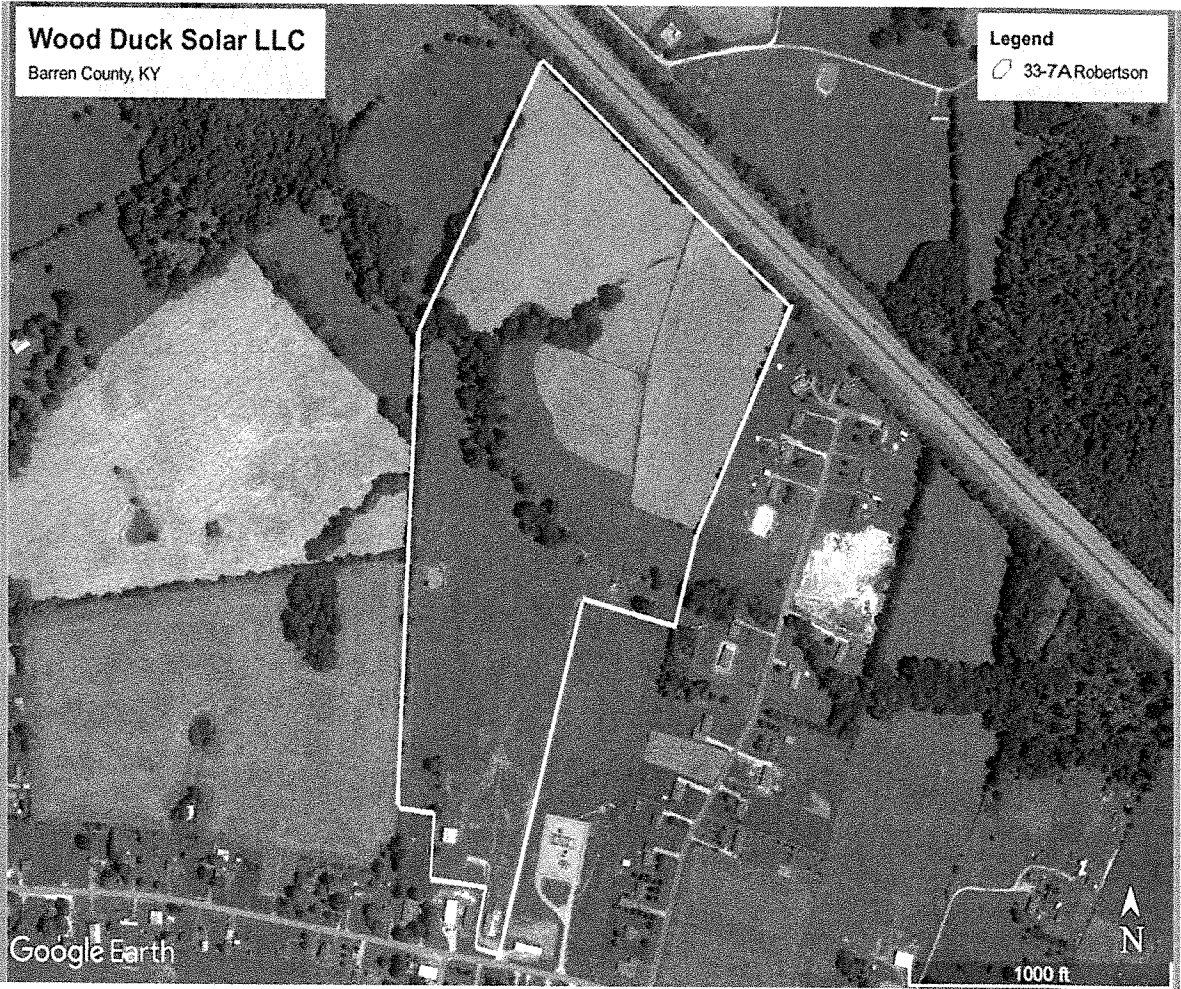


EXHIBIT B

Premises



DOCUMENT NO: 447664
RECORDED: August 16, 2022 12:41:00 PM
TOTAL FEES: \$55.00
COUNTY CLERK: HELENA C BIRDWELL
DEPUTY CLERK: TERESA GRIMSLEY
COUNTY: BARREN COUNTY
BOOK: MC209 PAGES: 113 - 120

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:

Wood Duck Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By: 

Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF BARREN

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 15 day of June, 2022 by and between **KATHY SIMPSON** ("Landlord"), and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated June 15, 2022 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 32-20B containing approximately 25.05 acres, located at Oak Grove Church Road, Barren County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

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

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

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

(i) An exclusive easement for electrical interconnection purposes;

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

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

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

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

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

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

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

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

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

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

[The remainder of this page is intentionally omitted]

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

LANDLORD:

Kathy Simpson
Kathy Simpson

STATE OF Kentucky
COUNTY OF Barton

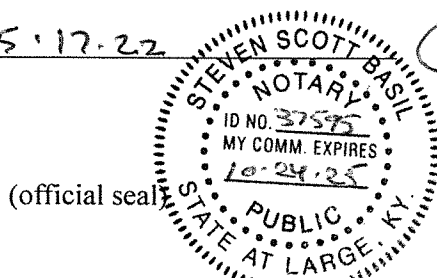
I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

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

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

Name	Capacity
<u>Kathy Simpson</u>	<u>Land owner/Landlord</u>

Date: 5.17.22



Scott Basil Notary Public
(print name)

My commission expires: 10.24.25

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

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

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky limited liability company

By: [Signature]

Name: Morgan Fehr

Title: Manager

STATE OF North Carolina

COUNTY OF Mecklenburg

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

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

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

Date: 06/15/2022

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6, 2027

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

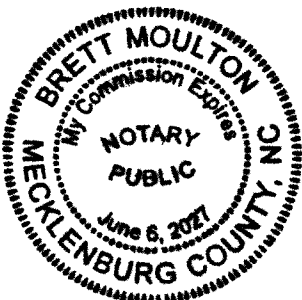


EXHIBIT A

Land

BEING A PORTION OF THE PROPERTY CONVEYED TO
LANDLORD BY DEED DATED DECEMBER 8 2003 OF RECORD
IN DEED BOOK 275, PAGE 519, IN THE OFFICE OF THE
CLERK OF BARREN COUNTY, KENTUCKY.

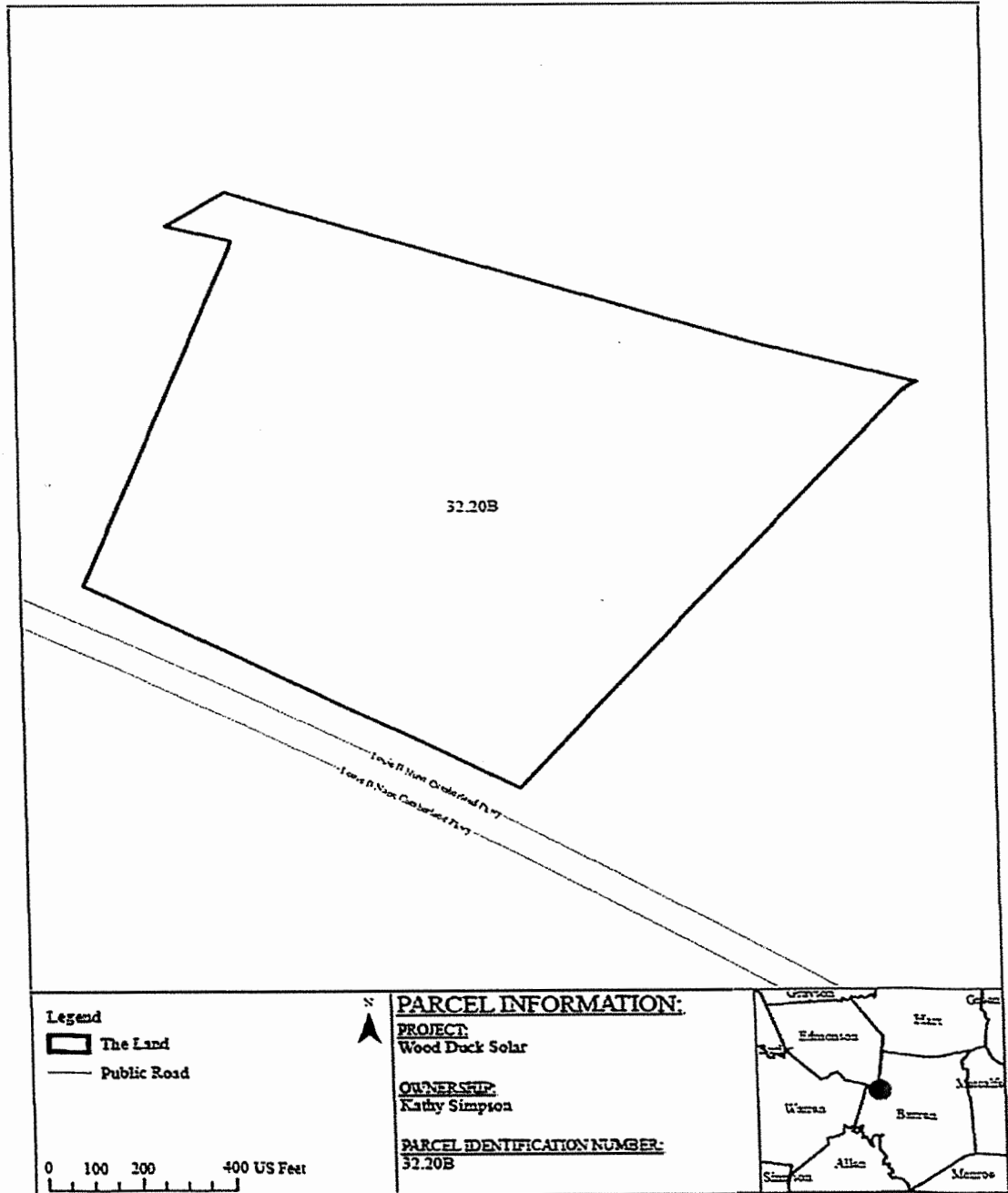
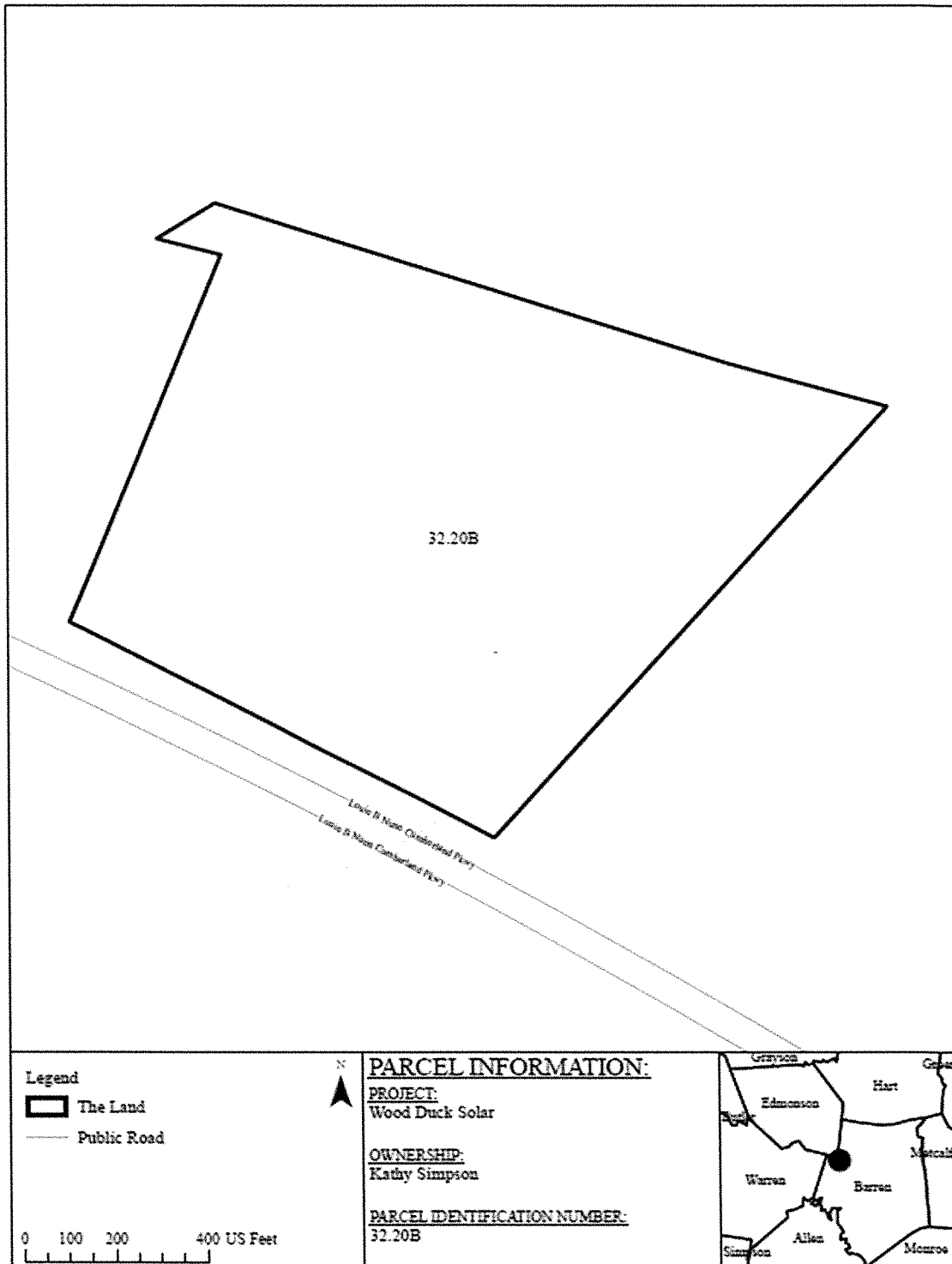


EXHIBIT B
Premises



DOCUMENT NO: 453545
RECORDED: 2/1/2023 11:10:45 AM
VIA ERECORDING
TRANSFER TAX: \$0.00
TOTAL FEES: \$70.00
COUNTY CLERK: HELENA C BIRDWELL
DEPUTY CLERK: Teresa Grimsley
COUNTY: BARREN COUNTY
BOOK: MC212 PAGES: 490-502

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

By: 
Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF BARREN

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

^{BM}
This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 30 day of January, 2022 by and between **DAVID BRUCE WITTY and LEIGH WITTY** (collectively, the "Landlord"), and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated January 30, 2022 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 20-12 containing approximately 48.75 acres, located at Waller Road, Park City, Barren County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, less and except and not including the Do Not Disturb Area as depicted on Exhibit B-1, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:

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

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

(i) An exclusive easement for electrical interconnection purposes;

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

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

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

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

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

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

6. Landlord Easements:

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

7. Tenant Easements:

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

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

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

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

[The remainder of this page is intentionally omitted]

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

LANDLORD:

David Bruce Witty
David Bruce Witty

Leigh Witty
Leigh Witty

STATE OF KENTUCKY
COUNTY OF BARREN

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

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

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

Name	Capacity

Date: 01/13/2023

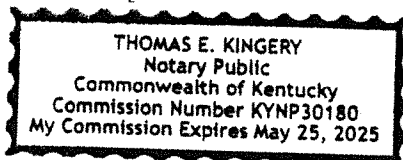
Thomas Kingery
THOMAS KINGERY
(print name)

Notary Public

(official seal)

My commission expires: May 25th, 2025

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



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

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky limited liability company

By: [Signature]
Name: THOMAS KIM
Title: MANAGER

STATE OF North Carolina
COUNTY OF Mecklenburg

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

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

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

Date: January 30 2023

[Signature]
Notary Public
Brett Moulton
(print name)

(official seal)

My commission expires: June 6 2027

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

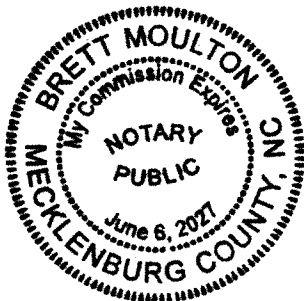


EXHIBIT A

Land

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY
DEED DATED the 12th of February 1993 OF RECORD IN DEED
BOOK D 228, PAGE 348, IN THE OFFICE OF THE CLERK OF
BARREN COUNTY, KENTUCKY.

EXHIBIT B

Premises

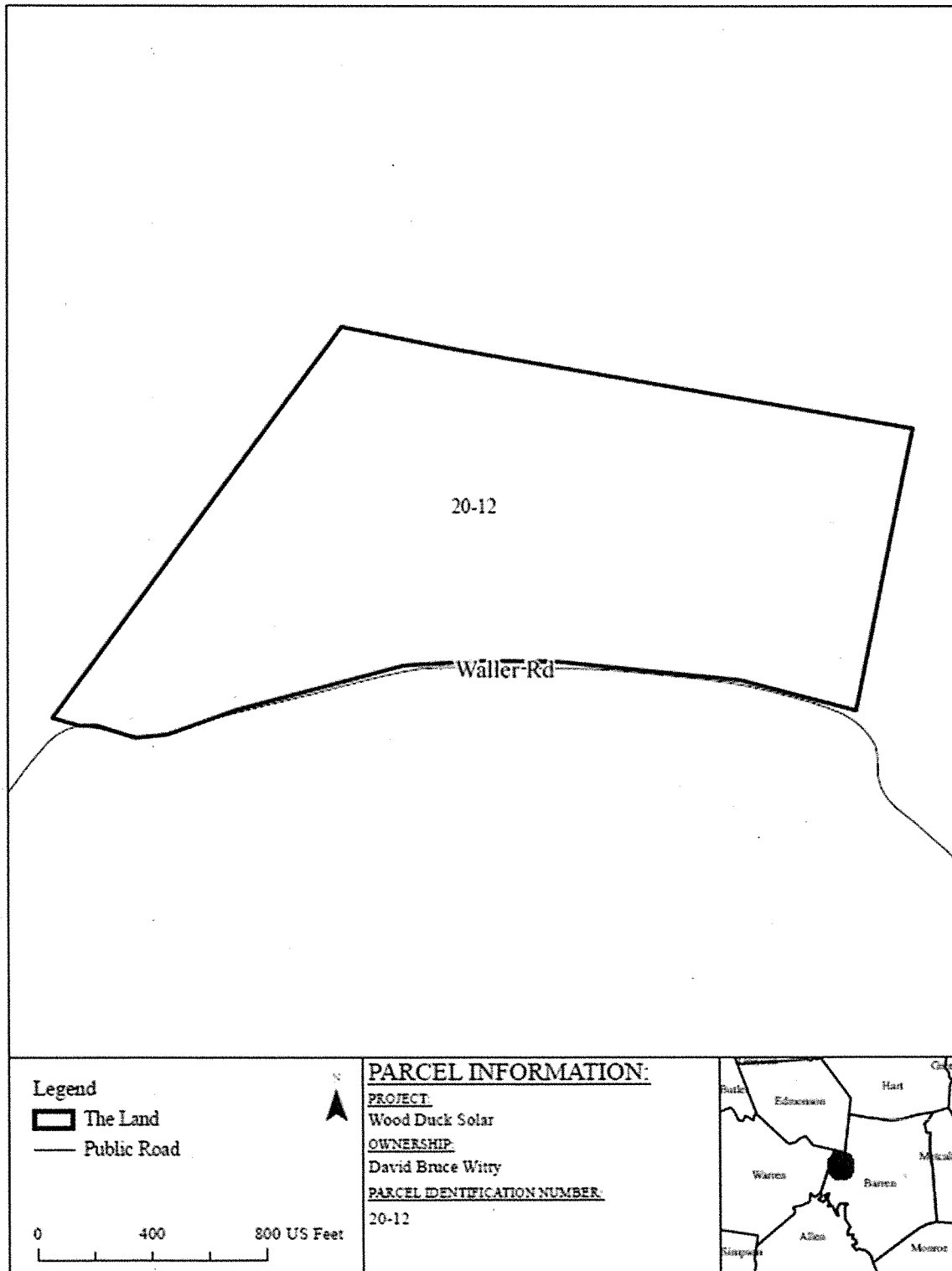


EXHIBIT B-1

Do Not Disturb Area

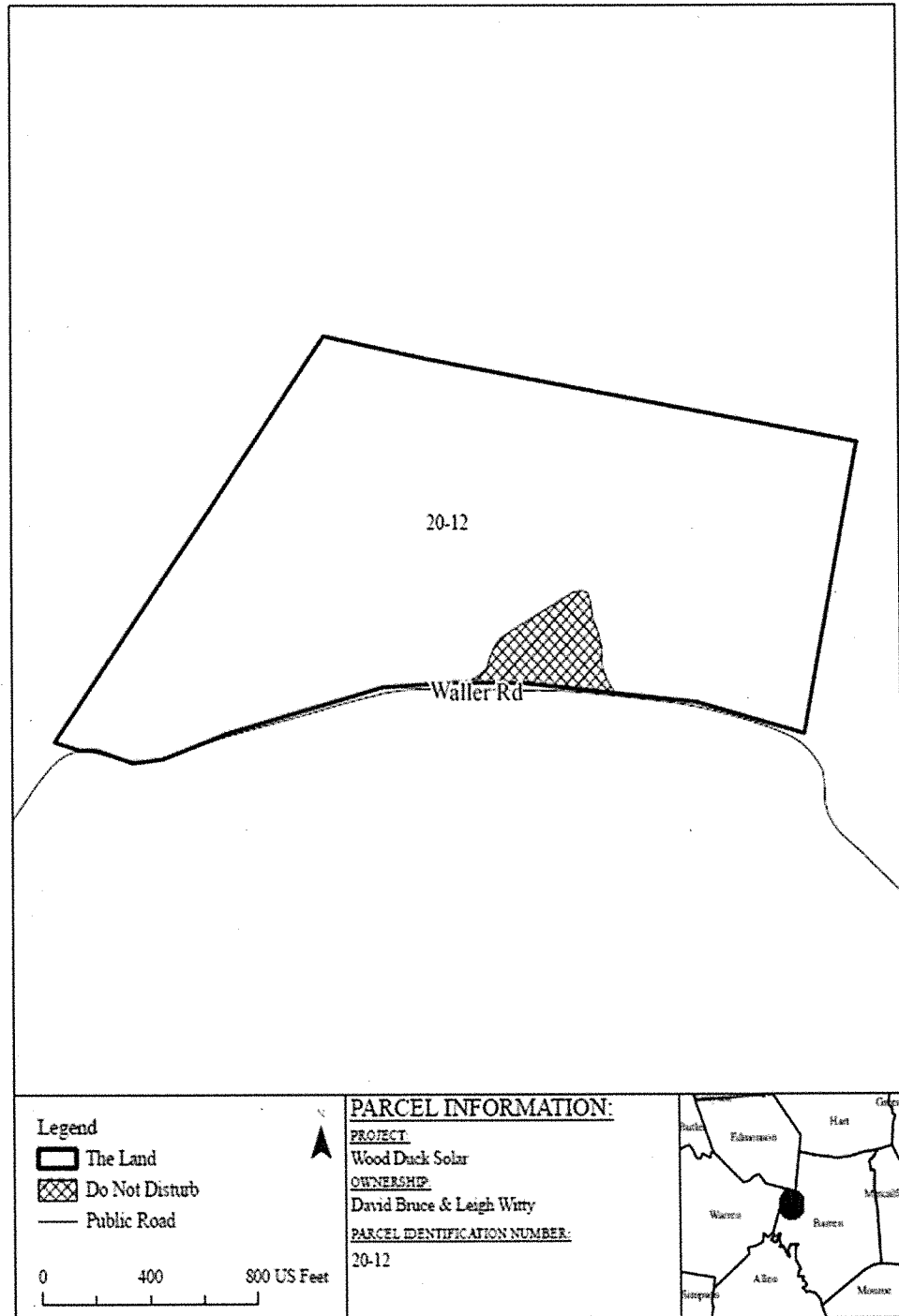


EXHIBIT D

Template Decommissioning Plan

1. INTRODUCTION

1.1 Project Background

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

1.2 Objectives

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

1.3 Plan Conditions:

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

2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

2.1 General Environmental Protection

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

2.2 Pre-Decommissioning Activities

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

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

2.3 Equipment Decommissioning and Removal

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

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

2.4 PV Module Collection and Recycling

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

2.5 Electrical Equipment and Inverters

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

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

2.6 Roads, Parking Area

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

2.7 Other Components

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

2.8 Site Restoration

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

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

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

2.9 Management of Wastes and Excess Materials

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

2.10 Emergency Response and Communications Plans

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

3. PROJECT DECOMMISSIONING COST ESTIMATE

3.1 Cost Estimate:

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

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

Thus the Decommissioning Cost Estimate formula is:

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

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

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

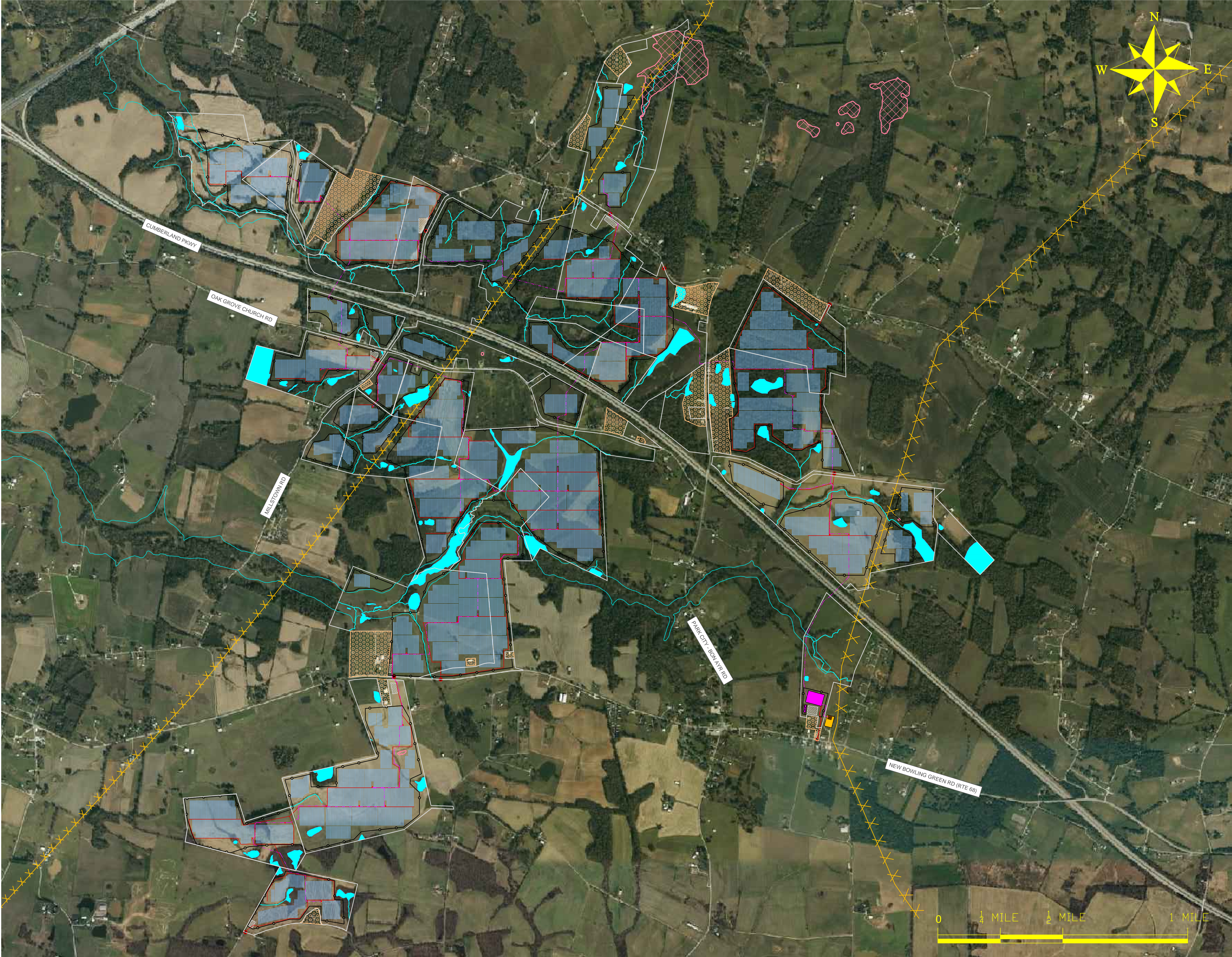
3.2 Security:

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

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

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

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



LEGEND

- PROJECT BOUNDARY
- SOLAR MODULE ROWS
- ELECTRICAL EQUIPMENT
- PROPOSED POI
- PROJECT SUBSTATION
- EKPC SUBSTATION
- O&M BUILDING
- LAYDOWN & PARKING AREA
- TRANSMISSION LINE
- INVERTER MV CABLE
- FENCE
- PARCELS
- ACCESS ENTRANCE & ACCESS ROAD
- STREAMS
- WETLANDS
- 100-YEAR FLOODPLAIN
- KARST AREA
- EXCLUSION AREA

PROJECT DATA	
PARCEL AREA	2259.4 ACRES
BUILDABLE AREA	1126.7 ACRES
FENCED AREA	1244.7 ACRES
AC SYSTEM SIZE	100 MW-AC
DC SYSTEM SIZE	135 MWp
PROPOSED MODULE	CS7N-MB-AG
MODULE POWER	660Wp
MODULE QUANTITY	204,552
PROPOSED INVERTER	FS4200M
INVERTER POWER	4MW-AC
INVERTER QUANTITY	25
DC/AC RATIO	1.35
RACKING SYSTEM	SINGLE AXIS TRACKING
ESTIMATED GCR	34%
DC SYSTEM VOLTAGE	1500V
RACKING SYSTEM	1P SAT

- NOTES:
- 1) PROJECT AREAS ARE SUBJECT TO CHANGE PENDING FUTURE DESIGN CONSTRAINTS AND LOCAL PERMITTING CONSIDERATIONS.
- 2) WETLANDS SETBACK = 25'
- 3) STREAM SETBACK = 25'
- 4) NON-PARTICIPATING OCCUPIED STRUCTURE SETBACK = 300'
- 5) NON-PARTICIPATING PARCEL SETBACK = 50'
- 6) FEMA 100-YEAR FLOOD PLANE SETBACK = 25'
- 7) COUNTY & STATE ROAD SETBACK = 100'
- 8) OIL & GAS PIPELINE SETBACK = 100'
- 9) TRANSMISSION LINE SETBACK = 100'
- 10) KARST AREA SETBACK = 50'

DRAWING TITLE

OVERALL
SITE PLAN

PROJECT TITLE

WOOD DUCK SOLAR
100MW-AC

DATE 14 JUL 2023

SCALE AS SHOWN

DRAWN STHA

REVISION 8

GEENEX SOLAR

1000 NC MUSIC FACTORY BLVD
SUITE C3
CHARLOTTE, NC 28206



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Parcel	Owner	Acreage
20-12	David Bruce Witty	48.8
20-2BB	GRAY JOE B II	133.8
20-5	Darrell L. Burks	150.8
19-31	Edwin T. Burks	151.8
19-22	Leroyce Burks	81.7
19-19	Mikel D. Bellamy	97.7
32-21	Mikel D. Bellamy	319.2
19-18	Jonluke Vincent	59.0
19-17B	Mikel D. Bellamy	102.0
19-17A	Mikel D. Bellamy	0.6
19-10	Mark Bellamy	149.7
32.20B	Kathy Simpson	29.3
19-2	Mark Bellamy	85.0
19-3	Roger Cline	74.9
19-5	Roger Cline	25.0
19-6E	Daniel Lee Deckard	145.9
32-16	Mikel D. Bellamy	65.0
32.16A	Mikel D. Bellamy	65.0
32-16B	Mikel D. Bellamy	10.0
19-8	Billy Hudson	70.8
32-17	Mikel D. Bellamy	72.8
32-17A	Mikel D. Bellamy	10.3
32-22	Michael Glenn Baise	77.2
32-21B	Mikel D. Bellamy	1.8
32-41C	Luther J. Garrett	158.0
32-39	Luther J. Garrett	16.9
33-7A	Savers Storage LLC	54.8

- NOTES:
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 - 8) OIL & GAS PIPELINE SETBACK = 100'
 - 9) TRANSMISSION LINE SETBACK = 100'
 - 10) KARST AREA SETBACK = 50'

DRAWING TITLE

PARCEL MAP

PROJECT TITLE

WOOD DUCK SOLAR
100MW-AC

DATE 15 JUN 2023

SCALE AS SHOWN

DRAWN STHA

REVISION 0

GEENEX SOLAR

1000 NC MUSIC FACTORY BLVD
SUITE C3
CHARLOTTE, NC 28206



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SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "**Lease**") is made and entered into as of the 30th day of January, 2023 (the "**Effective Date**"), by and between **DAVID BRUCE WITTY and LEIGH WITTY** (collectively, "**Landlord**") and **WOOD DUCK SOLAR LLC**, a Kentucky limited liability company ("**Tenant**").

WITNESSETH:

In consideration of [REDACTED] to be paid from Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property containing approximately 48.75 acres, located at Waller Road, Park City, Barren County, Kentucky and in substantially the location set forth on Exhibit B attached hereto and by this reference made a part hereof, less and except and not including the Do Not Disturb Area as defined in Section 6 and depicted on Exhibit B-1 and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the "**Premises**"), to be occupied and used upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. of 20-12 containing approximately 48.75 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the "**Land**").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

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

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

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

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the "**Construction Period**"), Tenant shall pay Landlord rent in the amount of [REDACTED] of the amount of annual rent that would be due during the first (1st) year following the Rent Commencement Date, on the Premises then in effect (the "**Construction Rent**"), in two equal installments per year with the first rent installment payable on or before the Construction Start Date and, the second rent installment being due on or before the date that is six (6) months following the Construction Start Date, and subsequent payments of rent being every six (6) months thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated. The Construction Period shall not exceed thirty-six (36) months, at which point the Rent Commencement Date shall occur.

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant's initial construction of its intended solar farm during the Construction Period, Tenant shall pay to Landlord a fee equal to the fair market value of such crops as determined at the time of damage by a method reasonably agreeable to Tenant (the "**Crop Loss Payment**") which shall be payable within thirty (30) days after the Construction Start Date. No Crop Loss Payment shall be due if: (i) Tenant states in the Construction Notice that it will allow Landlord to continue its farming operation for the current growing season; (ii) Construction Notice is provided after the harvest of the previous crop and before the planting of any subsequent crop; or (iii) Construction Notice is provided between the previous harvest and the following March 15th. Unless Tenant elects to allow the continuation of the farming season as provided above Landlord shall stop all such farming activity and remove all equipment and personal property within thirty (30) days of Tenant's request and Tenant may remove the same if Landlord does not remove and destroy any remaining crops. Payments made to Landlord as provided in this Section 3 shall not be applied towards other rent due under this Lease and shall be non-refundable.

3. Rent; Rent Escalation; Rent Commencement Date.

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

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

(c) Beginning on the fifth (5th) annual anniversary date of the Rent Commencement Date, and on each subsequent annual anniversary date of the Rent Commencement Date thereafter for the remainder of the Term (including any such anniversary dates occurring during any exercised Extension Term), the annual rent payable hereunder shall increase over the annual rent payable for the prior year by [REDACTED].

(d) As used herein, and subject to the terms of this Section 2(d), the term "**Rent Commencement Date**" shall be the earlier of (i) December 31, 2025, or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), excluding any test energy or partial start up of the solar farm short of full commercial operation (the "**Commercial Operation Date**"); provided, however, that the Rent Commencement Date shall automatically be extended during any period of time that Tenant is paying the Construction Rent.

(e) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2025, Tenant may, at its option, delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2026, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, notify Landlord in writing and pay to Landlord a non-refundable extension fee in the amount of [REDACTED] of the amount of annual rent that would be due during the first (1st) year following the Rent Commencement Date on the Premises then in effect (the "**First Extension Fee**"), which payment shall be made in two equal installments of one-half of the amount stated above with the first installment due on December 31, 2025, and the second installment due on June 30, 2026.

(f) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2026, Tenant may, at its option, further delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2027, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, taking into account prior extensions, notify Landlord in writing and pay to Landlord a non-refundable extension fee in the amount of [REDACTED] of the amount of annual rent that would be due during the first (1st) year following the Rent Commencement Date on the Premises then in effect (the "**Second Extension Fee**"), which payment shall be made in two equal installments of one-half of the amount stated above with the first installment due on December 31, 2026, and the second installment due on June 30, 2027.

(g) In the event that the Construction Rent has not yet begun to be paid prior to December 31, 2027, Tenant may, at its option, further delay the Rent Commencement Date such that the same shall be the earlier of (i) December 31, 2028, or (ii) the Commercial Operation Date. In order to so extend the Rent Commencement Date, Tenant must, prior to the otherwise scheduled Rent Commencement Date, taking into account prior extensions, notify Landlord in writing and pay to Landlord a non-refundable extension fee in the amount of [REDACTED] of the amount of annual rent that would be due during the first (1st) year following the Rent Commencement Date on the Premises then in effect (the "**Third Extension Fee**"), which payment shall be made in two equal installments of one-half of the amount stated above with the first installment due on December 31, 2027, and the second installment due on June 30, 2028.

(h) If any installment of rent is not received by Landlord fifteen (15) days after the later of the date that the same is due hereunder and the date Landlord provides Tenant written notice of the delinquency, Tenant will pay a late fee to Landlord in the amount of 5.00% of the unpaid delinquent rent amount.

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

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

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

7. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "**Intended Use**") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be

made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

8. Insurance.

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

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

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

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

9. Taxes.

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

(b) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of

the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

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

11. Condemnation.

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

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

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

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

13. Default. In the event of the failure of either party to comply with any material term, covenant or condition of this Lease for a period of thirty (30) days after the defaulting party's receipt of written notice from the other party of such failure (provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, the defaulting party shall not be in default hereunder if it commences to cure within such thirty (30) day period and prosecutes the cure to completion in good faith and with due diligence), then the defaulting party shall be deemed in default hereunder and the other party may, at its option, pursue any and all remedies available to such party at law or in equity. In the event of a default hereunder, the non-defaulting party will take commercially reasonable measures to mitigate its damages. In the event it is necessary for either Landlord or Tenant to commence legal action against the other on account of a default or violation of any of the terms or conditions of this Lease by the other, the party prevailing in such action shall be entitled to recover, in addition to any other relief granted, attorneys' fees in an amount which the Court may determine to be reasonable.

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

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

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

15. Possession After Expiration or Termination. If Tenant fails to vacate and surrender the possession of the Premises at the expiration or termination of this Lease (with all removal and restoration requirements contained in Section 14 completed), Landlord shall be entitled to recover from Tenant rent in an amount equal to one hundred twenty-five percent (125%) of the amount of rent payable hereunder at the end of the Term for the period from the termination or expiration of this Lease until the date the Premises

are vacated and surrendered (with all removal and restoration requirements contained in Section 14 completed), acceptance of which additional rent shall not extend the term of this Lease.

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

17. Indemnifications.

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

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

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

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

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

To Landlord: David Bruce Witty & Leigh Witty



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. Easements.

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

(i) An exclusive easement for electrical interconnection purposes;

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

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

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

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

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

(c) Compensation for Easements on Adjacent Property. To the extent that any easements are granted to Tenant pursuant to this Section 28 on Adjacent Property, Tenant shall compensate Landlord for such easements by paying the Landlord as additional rent under this Lease the amount that would be required to be paid if the unusable area of such easements were part of the Premises.

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

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

29. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall,

without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the State in which the Premises is located.

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

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

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

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

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

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

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

36. Leasehold Financing.

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

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

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

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

(iii) The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this subsection (b) shall be available only to those Lenders which shall have notified Landlord in writing of their name and address, or whose lien is recorded in the official records of the County in which the Premises is located, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Landlord shall become entitled to terminate this Lease due to an uncured default by Obligor, Landlord will not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Lease provides to Obligor for curing such default, to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty (30) day period a Lender notifies Landlord that it must foreclose on Obligor's interest or otherwise take possession of Obligor's interest under this Lease in order to cure the default, Landlord shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Landlord and the sole recourse of the Landlord in seeking enforcement of its obligations under this Lease or any new lease entered into pursuant to clause (iv) below shall be to such Lender's interest in this Lease and the Premises. Upon the sale or other transfer by any Lender of its interest in the Lease or Premises, such Lender shall have no further duties or obligations hereunder.

(iv) In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Landlord shall provide prompt notice thereof to the Lenders. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Tenant's interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Landlord shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Landlord shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Landlord hereby agrees with and for the benefit of the Lenders that the provisions of this subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

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

interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

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

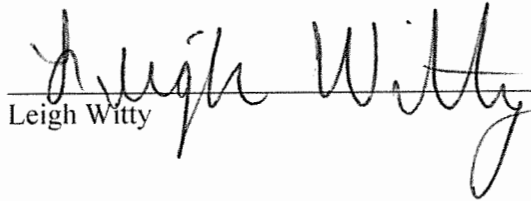
[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

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

LANDLORD:



David Bruce Witty



Leigh Witty

TENANT:

WOOD DUCK SOLAR LLC,
a Kentucky limited liability company

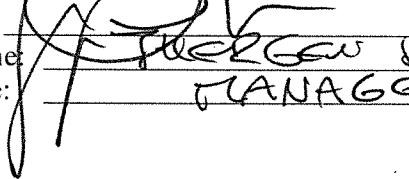
By: 
Name: DERGON SEH
Title: MANAGER

EXHIBIT A

Land

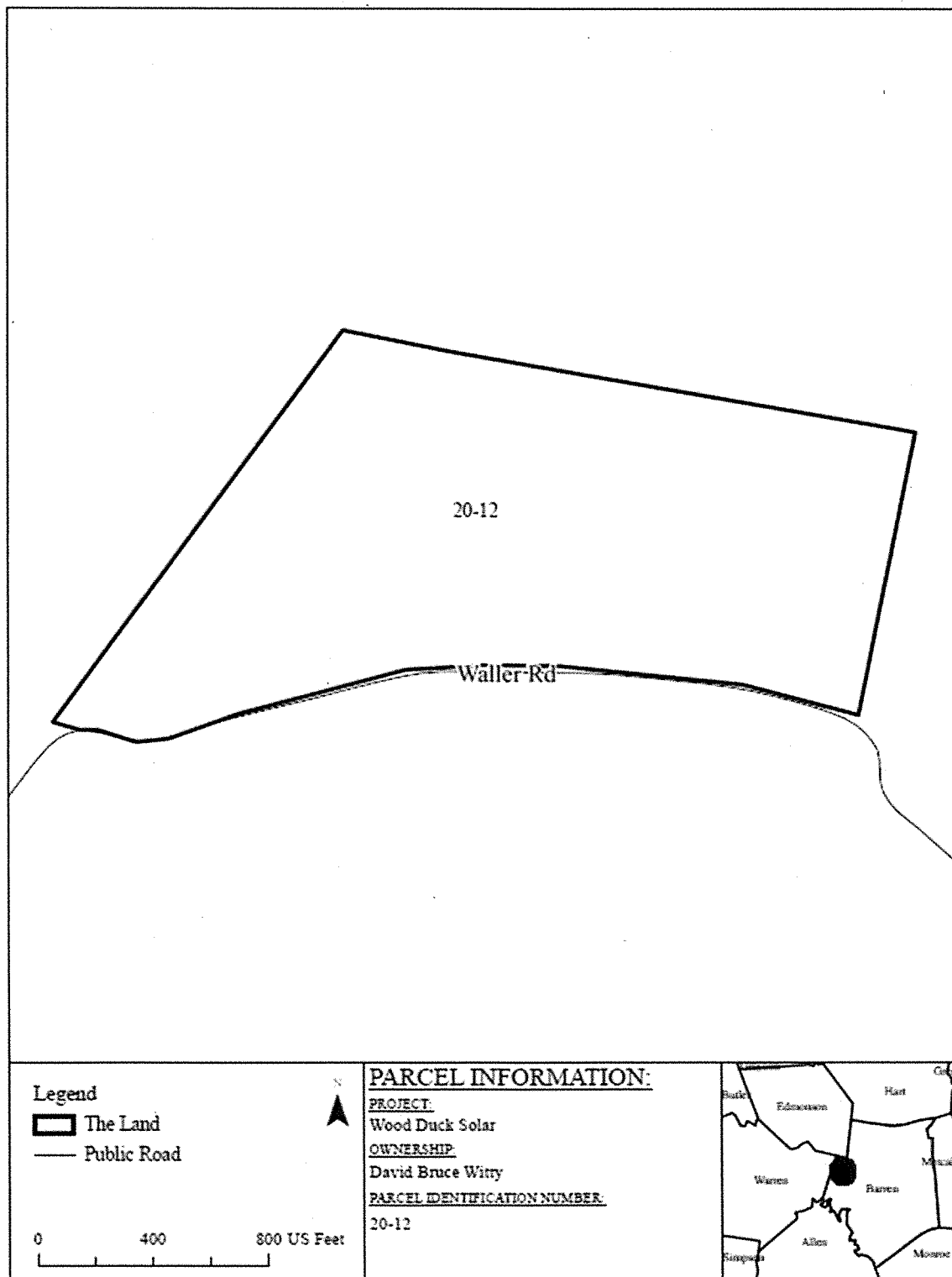


EXHIBIT B

Premises

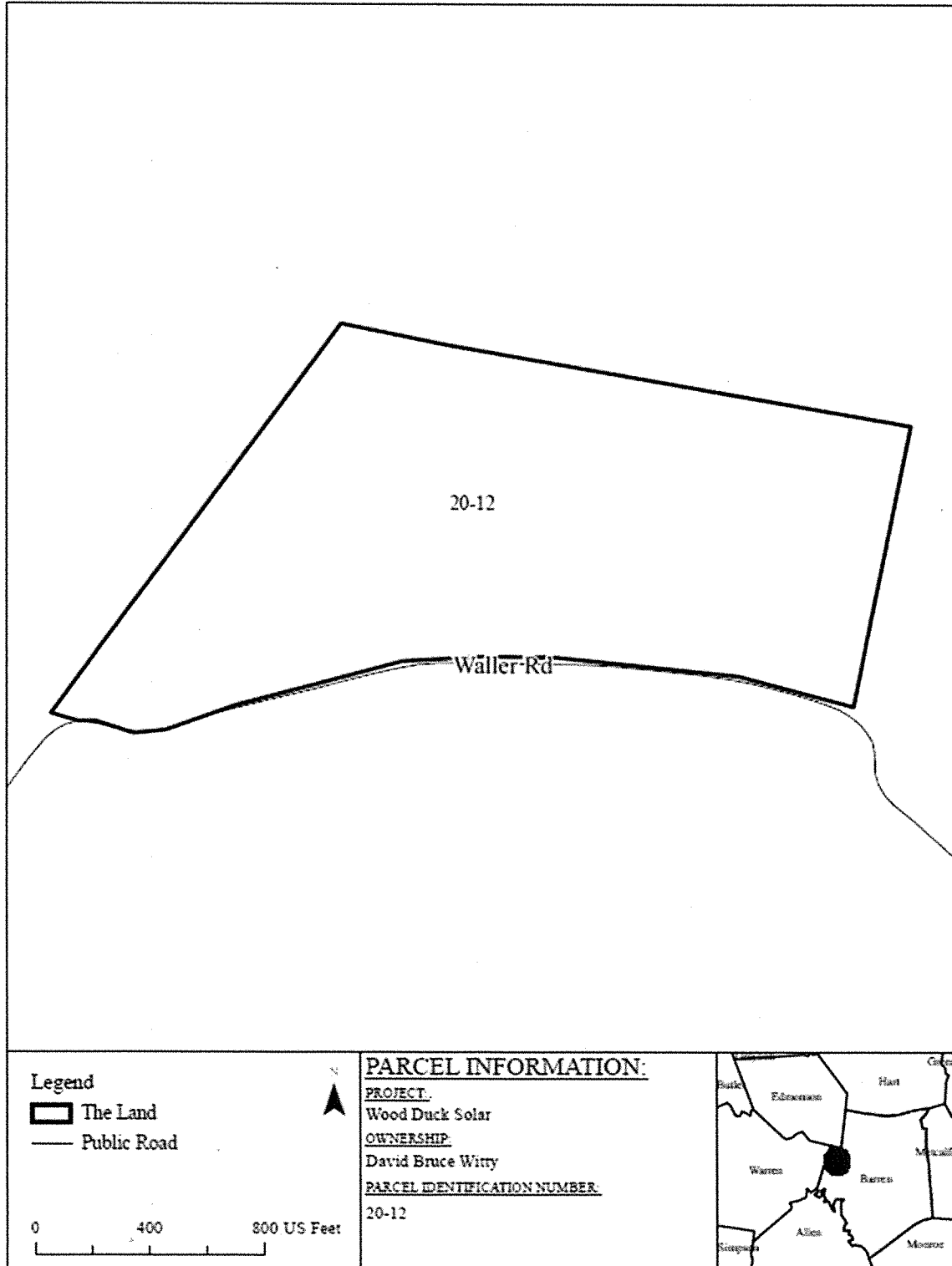
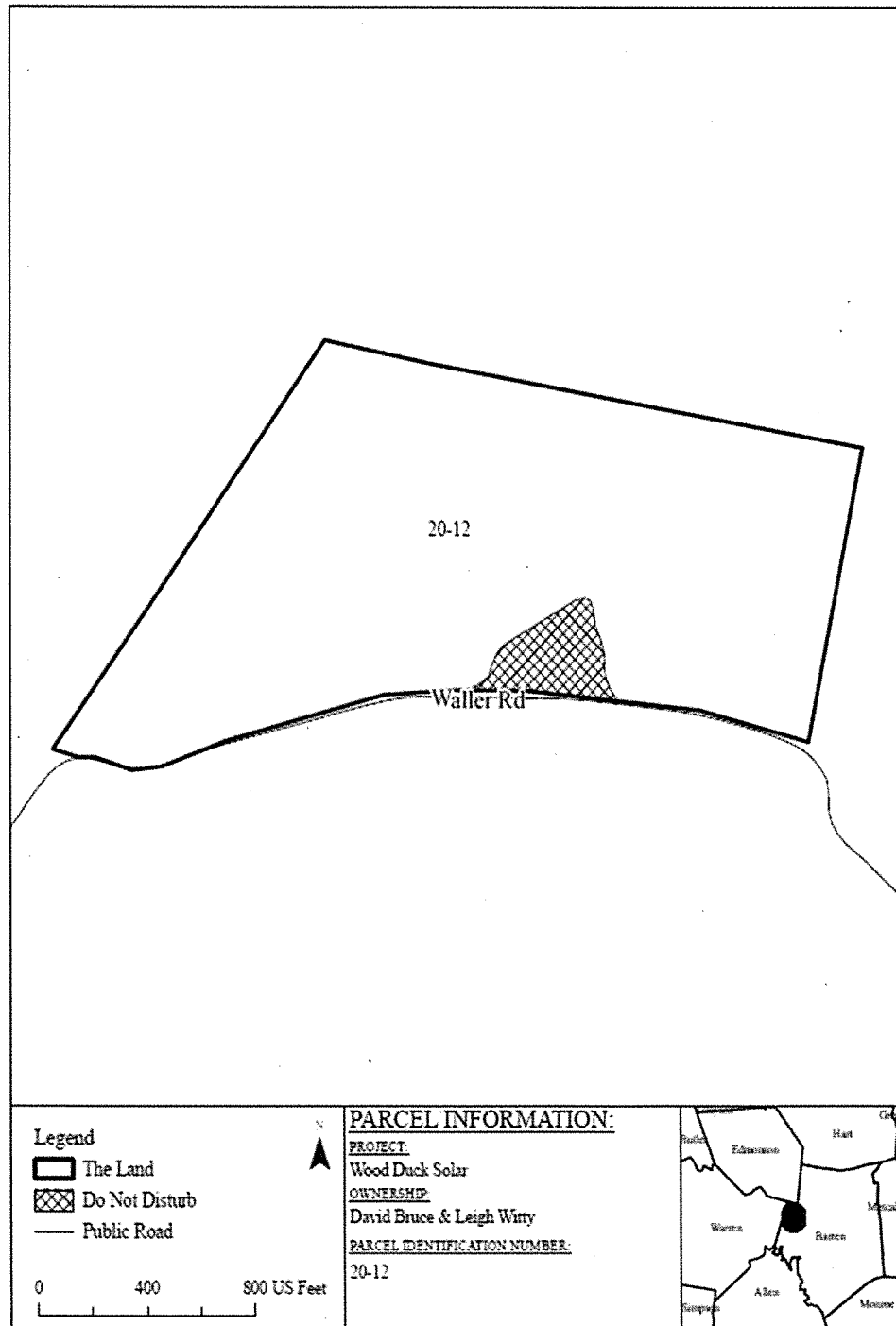


EXHIBIT B-1

Do Not Disturb Area



Wood Duck Solar Project Sound Study



Prepared for:
Geenex Solar
1000 North Carolina Road
Suite C3
Music Factory Blvd, Charlotte, NC
28206

Prepared by:
Stantec Consulting Services Inc.
733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402

Project Number: 237801898

April 28, 2023

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Appendices

Appendix A – Receptor Locations (UTM 16 Coordinates) and Operational Sound Model Results

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Abbreviations

AC	alternating current
dB	decibel
dB(Z) or dBZ	decibel (unweighted)
dB(A) or dBA	decibel (A-weighted)
dB(C) or dBC	decibel (C-weighted)
DC	direct current
Hz	hertz
L_{eq}	equivalent continuous sound level
L_{max}	maximum sound level
MW	megawatt
Project	Wood Duck Solar Project
PV	photovoltaic

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1.0 Project Description

Wood Duck Solar, LLC (Wood Duck), a wholly owned subsidiary of Geenex Solar is proposing to construct and operate the Wood Duck Solar Project (Project) west-northwest of Glasgow, Barren County, Kentucky. The Project location and vicinity is shown on Figure 1. The Project Area encompasses approximately 2,550 acres. The maximum generating capacity of the Project will be up to 100 megawatts (MW) alternating current (AC).

In addition to photovoltaic modules and single access trackers, the Project will include inverter stations, an electrical collection system, access roads, perimeter security fencing, a Project substation, and a generation tie-in transmission line. Wood Duck retained the services of Stantec Consulting Services Inc. (Stantec) to conduct a pre-construction sound study assessing the potential sound due to construction activities and operation of the Project.

The solar arrays will be constructed on predominantly agricultural parcels. The electricity generated by the solar facility will be routed to an electrical substation located in the southeastern portion of the Project area. The predominant land use of the area for the Project is agricultural or wooded land with surrounding residential and commercial development.

The main sources of sound emissions from the Project operations will be the solar inverter stations and a substation transformer. Solar panels produce direct current (DC) voltage which must be converted to AC voltage through a series of inverters. Solar energy facilities operate by converting solar radiation into electricity, meaning the Project will only produce electricity between sunrise and sunset. After sunset, the site no longer receives solar radiation, and the inverters will shift into stand-by mode.

Approximately 35 inverters will be installed in the Project area for the proposed 100-MW Project. The analysis assumed the sound power level of each inverter at full load is 99 decibels, A-weighted (dBA). One main power transformer will be installed in the Project substation. The analysis assumed the sound power level of the substation transformer is 105 dBA.

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2.0 Sound Terminology

Sound is caused by vibrations that generate waves of minute pressure fluctuations in the surrounding air. Sound levels are measured using a logarithmic decibel (dB) scale. Human hearing varies in sensitivity for different sound frequencies, and the frequency sensitivity changes based on the overall sound level. The ear is most sensitive to sound at frequencies between 800 and 8,000 hertz (Hz) and is least sensitive to sound at frequencies below 400 Hz or above 12,500 Hz. Consequently, several different frequency weighting schemes have been used to approximate the way the human ear responds to various frequencies at different sound levels. The A-weighted decibel, or dBA, scale is the most widely used for regulatory requirements, as it discriminates against low frequency noise similar to the response of the human ear at the low to moderate sound levels typical of environmental sources. The C-weighted decibel, or dBC, scale applies less attenuation to low frequency noise to approximate the response of the human ear at higher sound levels. Sound levels without a frequency weighting applied, referred to as unweighted or linear, are generally reported as dB or dBZ.

The sound power level (PWL or L_w) of a noise source is the strength or intensity of noise that the source emits regardless of the environment in which it is placed. Sound power is a property of the source, and therefore is independent of distance. The radiating sound power then produces a sound pressure level (SPL or L_p) at a point of which human beings can perceive as audible sound. The sound pressure level is dependent on the acoustical environment (e.g., indoor, outdoor, absorption, reflections) and the distance from the noise source. Unless otherwise stated, sound levels in this report are sound pressure levels.

Numerous metrics and indices have been developed to quantify the temporal characteristics (changes over time) of community noise. The equivalent continuous sound level, L_{eq} , metric is the level of a hypothetical steady sound that would have the same energy as the fluctuating sound level over a defined period of time. The L_{eq} represents the time average of the fluctuating sound pressure level. The maximum and minimum sound levels, or L_{max} and L_{min} , are the loudest and quietest instantaneous sound levels occurring during a period of time.

Sound is a naturally occurring phenomenon, while noise is generally defined as the threshold when sound becomes an annoyance. A change in sound levels of 3 decibels is generally considered to be the threshold of perception, whereas a change of 5 decibels is clearly perceptible, and a change of 10 decibels is perceived as a doubling or halving of loudness.

Examples of A-weighted sound levels in common environments are shown on Figure 2.

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3.0 Regulatory Environment

The proposed Project is located near the City of Glasgow, Barren County, Kentucky. State and local regulations were reviewed; however, no current regulations applicable to noise from a solar energy facility were identified.

4.0 Existing Noise Conditions

4.1 NOISE SENSITIVE RECEPTORS

In this analysis, noise sensitive receptors were considered to include non-participating residences, schools, churches, hospitals, parks, and cemeteries. Noise sensitive receptor locations were identified within 1,000 feet of the Project boundaries by reviewing high resolution aerial imagery. The receptor locations, named with the prefix "SR" and shown on Figures 3 and 4, include 153 identified sensitive receptors.

Seventy-five (75) of the 153 residential receptors are located within seven areas that meet the definition of "residential neighborhood" according to KRS 278.700, which include populated areas of five or more acres containing at least one residential structure per acre. The residential neighborhoods include Millstown Road (SR-004 – 008), Bon Ayr (SR-087 – 089; SR-091 – 103), Den Drive (SR-148 – 151), Bent Creek Drive (SR-062 – 086), Dripping Springs Road (SR-047 – 055), Apple Grove Road (SR-024 – 034), and Rick Road (SR-139 – 143).

Table 1 shows the nearest residential receptor locations to Project boundaries and equipment, both throughout the Project area and within each neighborhood. Receptor SR-137 is located approximately 430 feet south of the nearest inverter. Receptor SR-092 is located approximately 795 feet southeast of the Project substation.

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Table 1. Nearest Receptors to the Project

Land use	Nearest Receptor to	Section of Study Area	Distance from Nearest Solar Panel	Distance from Nearest Inverter or Substation Transformer
Residence (SR-137)	Inverter	South	243 ft	430 ft (inverter)
Residence (SR-092)	Substation transformer	East-Central	3,453 ft	795 ft (transformer)
Residence (SR-021)	Panel tracking system	North-Central	143 ft	2,034 ft (inverter)
Residences – Millstown Road Neighborhood (SR-004 – 008)	N/A	North	544 ft	3,106 ft (inverter)
Residences – Bon Ayr Neighborhood (SR-087 – 089, 091 – 103)	N/A	South-East	340 ft	795 ft (transformer)
Residences – Den Drive Neighborhood (SR-148 – 151)	N/A	Central	634 ft	1,722 ft (inverter)
Residences – Bent Creek Drive Neighborhood (SR-062 – 086)	N/A	South-East	1,558 ft	797 ft (transformer)
Residences – Dripping Springs Road Neighborhood (SR-047 – 055)	N/A	North-East	587 ft	2,290 ft (inverter)
Residences – Apple Grove Road Neighborhood (SR-024 – 034)	N/A	North-Central	343 ft	835 ft (inverter)
Residences – Rick Road Neighborhood (SR-139 – 143)	N/A	South-West	649 ft	1,241 ft (inverter)

4.2 EXISTING NOISE FROM ADJACENT PROPERTIES

The primary sources of noise from the surrounding area are likely to be vehicle traffic on rural roads and adjacent agricultural activities, including but not limited to, tractors, farm machinery, trucks, and all-terrain vehicles (ATVs). Traffic from Cumberland Parkway and New Bowling Green Road

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also contributes to noise in the vicinity of the Project area. Additionally, wildlife such as insects, birds and frogs also contribute to the existing noise environment.

4.3 EXISTING NOISE ON THE PROJECT SITE

Existing sound sources on the Project site are likely those typical of agricultural activities. These sources include tractors, trucks, and ATVs. Rural wildlife noises also contribute to the existing noise environment including birds, frogs, and insects. Typical sound levels in a variety of outdoor environments are shown on Figure 2.

5.0 Construction Sound Assessment

5.1 SOUND SOURCES AND ASSESSMENT METHODOLOGY

Construction activities related to the development of the Project will occur over a period of approximately 12 months. Construction will occur in phases, starting with site preparation activities, such as vegetation clearing and access road construction. Construction of the Project substation along with the trenching and installation of the underground electrical collection system will likely be occurring concurrently with the solar array installation activities. The construction process is progressive in nature; therefore, several locations may see activity during the same time period, with installation activities then progressing to other array sites.

Construction activities will be conducted during daylight hours (7:00 a.m. to 7:00 p.m. or dusk if sunset occurs after 7:00 p.m.). Heavy construction equipment including, but not limited to, backhoes, bulldozers, excavators, and haul trucks may be present and operational at different points during the first phase of the construction period. The second phase of construction at each array site will include impact pile drivers to install posts for the tracking system. This analysis assumes that up to three pile drivers may be operating simultaneously within a solar array field.

Major components of the solar facility include solar modules, a module tracking system, inverters, and a Project substation. Assembly will occur within the Project site several hundred to thousands of feet from the nearest receptors. Assembly will take place during daytime hours and will be of limited duration at any given location within the Project.

Traffic noise is expected to increase temporarily during construction due to the mobilization of labor and materials, equipment and staff moving between sections of the Project, and construction and equipment vehicles entering and leaving the site.

Noise levels from construction equipment will vary by type, age of equipment, and overall condition. Typical construction equipment sound emission levels from the Federal Highway Administration (FHWA) Roadway Construction Noise Model (RCNM)¹ database are presented in Table 2. These sound levels are representative of typical infrastructure construction equipment and were used for this assessment; however, the types of pile drivers used for solar array post installation generate less noise than pile drivers used for heavy infrastructure construction. Pile

¹ Federal Highway Administration Roadway Construction Noise Model User's Guide. January 2006.

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driving was modeled assuming an L_{max} sound level of 84 dBA at 50 feet based on typical impact pile drivers used for solar energy projects. Sound levels associated with the types of equipment expected to be used will vary from approximately 74 to 85 dBA at 50 feet. For comparison, typical sound levels generated by common sources are shown on Figure 2.

The FHWA RCNM model was used to assess sound levels during construction at the nearest receptor to solar panel arrays (SR-021) where pile driving would occur. RCNM accounts for the attenuation of sound with distance from equipment and estimates both L_{max} and L_{eq} sound levels. Equipment included in the RCNM model predictions included three pile drivers, one crane, one pickup truck, and one front end loader. The distance to a sound level of 55 dBA resulting from the use of three pile drivers in a solar field was also estimated using the CadnaA model, which is described in section 6.1.

Table 2. Typical Construction Equipment Sound Emission Levels

Equipment Description	Acoustical Use Factor, % ¹	Sound Level at 50 feet, dBA	
		L_{max}	L_{eq}
Backhoe	40	78	74
Compactor (ground)	20	83	76
Compressor (air)	40	78	74
Crane	16	81	73
Dozer	40	82	78
Dump Truck	40	76	72
Excavator	40	81	77
Flat Bed Truck	40	74	70
Front End Loader	40	79	75
Generator	50	81	78
Impact Pile Driver	20	101	94
Paver	50	77	74
Pickup Truck	40	75	71
Pneumatic Tools	50	85	82
Pumps	50	81	78
Roller	20	80	73
Tractor	40	84	80
Vibratory Pile Driver	20	101	94
Welder/Torch	40	74	70

Source: FHWA Roadway Construction Noise Model User's Guide.

Note: ¹ Acoustical use factor is the fraction of time each piece of construction equipment is estimated to be operating at full power (i.e., loudest condition) during a construction operation.

5.2 CONSTRUCTION SOUND ASSESSMENT RESULTS

Table 3 shows the results of the construction sound modeling at the nearest receptor to Project construction activities (SR-021). The table shows the expected loudest instantaneous sound level

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(L_{max}) as well as the average sound level (L_{eq}) due to multiple pieces of equipment operating simultaneously in a solar field. Because pile drivers will only be used during solar panel post installations, results have been presented both with and without pile drivers in use.

Table 3. Estimated Sound Levels at Nearest Receptor Due to Construction (Sunrise to Sunset)

Condition	Distance to Solar Array (ft)	Estimated L_{max} Sound Level (dBA)	Estimated L_{eq} Sound Level (dBA)
With pile driver	143	75	74
Without pile driver		72	69

The estimated sound levels of 69 to 74 dBA L_{eq} during construction at the nearest sensitive receptor are comparable to sound levels of a location 50 feet from highway traffic (Figure 2), and construction sound levels are expected to be lower at other receptors.

The distance to a sound level of 55 dBA resulting from the use of three pile drivers in a solar field was estimated to be approximately 1,000 feet. The resulting 55 dBA construction sound level contour is presented on Figure 3 and represents the geographic limits of where sound levels during construction are anticipated to reach 55 dBA on a temporary basis.

6.0 Operational Sound Assessment

6.1 SOUND SOURCES AND ASSESSMENT METHODOLOGY

The Project, as currently proposed, includes 35 inverters within the solar generation arrays and one substation transformer, as shown in Figures 3 and 4. These are the primary operational sound sources associated with the Project. Solar panels produce DC voltage which must be converted to AC voltage through a series of inverters. Solar energy facilities operate by converting solar radiation into electricity, meaning the Project will only produce electricity between sunrise and sunset. After sunset, the site no longer receives solar radiation, and the inverters will shift into stand-by mode. During nighttime hours, the substation transformer will be energized; however, it will produce minimal sound. Thus, operational sound levels generated by the Project will be highest during daytime hours.

The solar arrays associated with the Project include solar modules mounted on a single-axis tracking system. Tracking systems allow the modules, driven by small, 24-volt brushless DC motors, to track the arc of the sun maximizing each panel's potential for solar absorption. Modules will turn no more than five (5) degrees every 15 minutes and operate no more than one (1) minute out of every 15-minute period during daylight hours. The tracking motors are a potential source of intermittent (occasional) mechanical noise.

This assessment assumed a sound power level of 99 dBA for each inverter based on manufacturer data for a Power Electronics HEM series solar inverter. Project substation transformer specifications were not available; however, a representative sound power level for the substation transformer

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was estimated to be 105 dBA, which corresponds to a NEMA noise rating² of 85 dBA for a 110 MVA transformer using calculation methods in the Edison Electric Institute Electric Power Plant Environmental Noise Guide³. When module tracking motors are running, the analysis assumed that the maximum sound level is 70 dBA at 1 meter (3.28 feet) based on manufacturer data for a NEXTracker Horizon Single Access Tracker.

Sound attenuates between a source and receptor location due to a variety of factors, including but not limited to, distance between source and receptor, atmospheric absorption, ground type, topography, shielding from solid structures, vegetation, and meteorological conditions. Operational sound levels from the proposed Project equipment were estimated using the CadnaA model by Datakustik, which utilizes the ISO 9613-2 standard⁴ algorithms for outdoor sound propagation.

A CadnaA base model was first developed by importing topographic data from the U.S. Geological Survey National Elevation Dataset and aerial imagery. The inverter and substation transformer noise sources were then modeled as point sources within CadnaA based on the current Project layout provided by Wood Duck. Receptor points were added for the identified sensitive receptor locations. Additional conservative assumptions that were used to estimate worst-case daytime operational sound levels included the following:

- All inverter and substation transformer sources operate simultaneously.
- Ground attenuation factor of $G=0.5$ (on a scale of 0.0 representing hard ground to 1.0 representing porous ground).
- No sound attenuation from vegetation (foliage) to simulate a worst-case condition when leaves have fallen off trees.
- Meteorological conditions are conducive to sound propagation with all receptors located downwind of all noise sources.

6.2 OPERATIONAL SOUND ASSESSMENT RESULTS

Operational sound levels estimated using the CadnaA model for the 153 sensitive receptors identified in the vicinity of the Project area are provided in tabular format in Appendix A. The estimated sound levels represent daytime sound levels from the Project inverters and the substation transformer. The table in Appendix A also shows the distance from each receptor to the nearest inverter, substation transformer, and panel tracking system.

Sound level contours for daytime operation with all Project inverters and the substation transformer operating at full load are displayed in Figure 4. The figure displays the overall expected sound levels in the vicinity of the Project area and illustrates how sound is expected to propagate in the

² National Electrical Manufacturers Association (NEMA) Standards Publication TR 1-2013 (R2019). Transformers, Step Voltage Regulators and Reactors.

³ Edison Electric Institute. Electric Power Plant Environmental Noise Guide. Volume 1 2nd Edition.

⁴ ISO 9613-2: 1996. Acoustics – Attenuation of sound during propagation outdoors. Part 2: General method of calculation.

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area. Table 4 provides a summary of the expected operational sound levels at receptors within 1,000 feet of the Project boundaries during daytime hours.

Table 4. Summary of Estimated Daytime Operational Sound Levels at Sensitive Receptors

Expected Leq Sound Level	Number of Receptors
35 dBA or less	77
35 to 40 dBA	54
40 to 45 dBA	17
Greater than 45 dBA	5

The results of the operational sound modeling demonstrate that the highest expected daytime sound level at nearby sensitive receptors is in the vicinity of the Project substation with 47 dBA Leq at receptor SR-083, located approximately 849 feet southeast from the substation location. At the nearest residence to Project inverters (SR-137) the expected daytime sound level is 46 dBA Leq. Nighttime operation will result in lower sound emissions, as power will not be generated and therefore the solar inverters and substation transformer will be operating in stand-by mode. A sound level of 35 dBA is comparable to a quiet suburban nighttime environment and 50 dBA is comparable to outdoor daytime sound levels in rural to quiet urban environments (Figure 2.)

The nearest sensitive receptor to solar arrays with tracking motors (SR-021) is expected to be approximately 142 feet away from the edge of the nearest solar array. The sound level from the tracking system is expected to be less than 33 dBA at 142 feet. During the approximately four minutes per hour that tracker motors are operating, the sound generated by the motors is likely to be masked by existing daytime ambient sound sources and inaudible at this distance.

7.0 Summary

An operational sound analysis was completed for the Project, considering 35 solar inverters and one substation in full operation. The highest daytime sound level expected at a residence due to operation of the Project is estimated to be 47 dBA Leq. The solar facility will generate power during daylight hours only. Sound from the inverters and substation will be minimal during the nighttime hours, due to equipment operating in an energized stand-by mode.

A construction sound analysis was completed considering impact pile driving and other typical construction equipment. Worst-case construction sound levels at the nearest residence are expected to range from 69 to 74 dBA Leq with multiple pieces of equipment operating simultaneously. Construction related activity is expected to occur mainly during daylight hours (7:00 a.m. to 7:00 p.m. or dusk if sunset occurs after 7:00 p.m.) At times, construction activities will be audible to nearby residences or other sensitive receptors; however, not all equipment will be operating at the same time, and activities will be temporary in duration and spread throughout the Project area.

WOOD DUCK SOLAR PROJECT SOUND STUDY

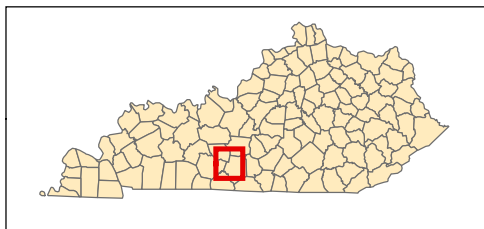
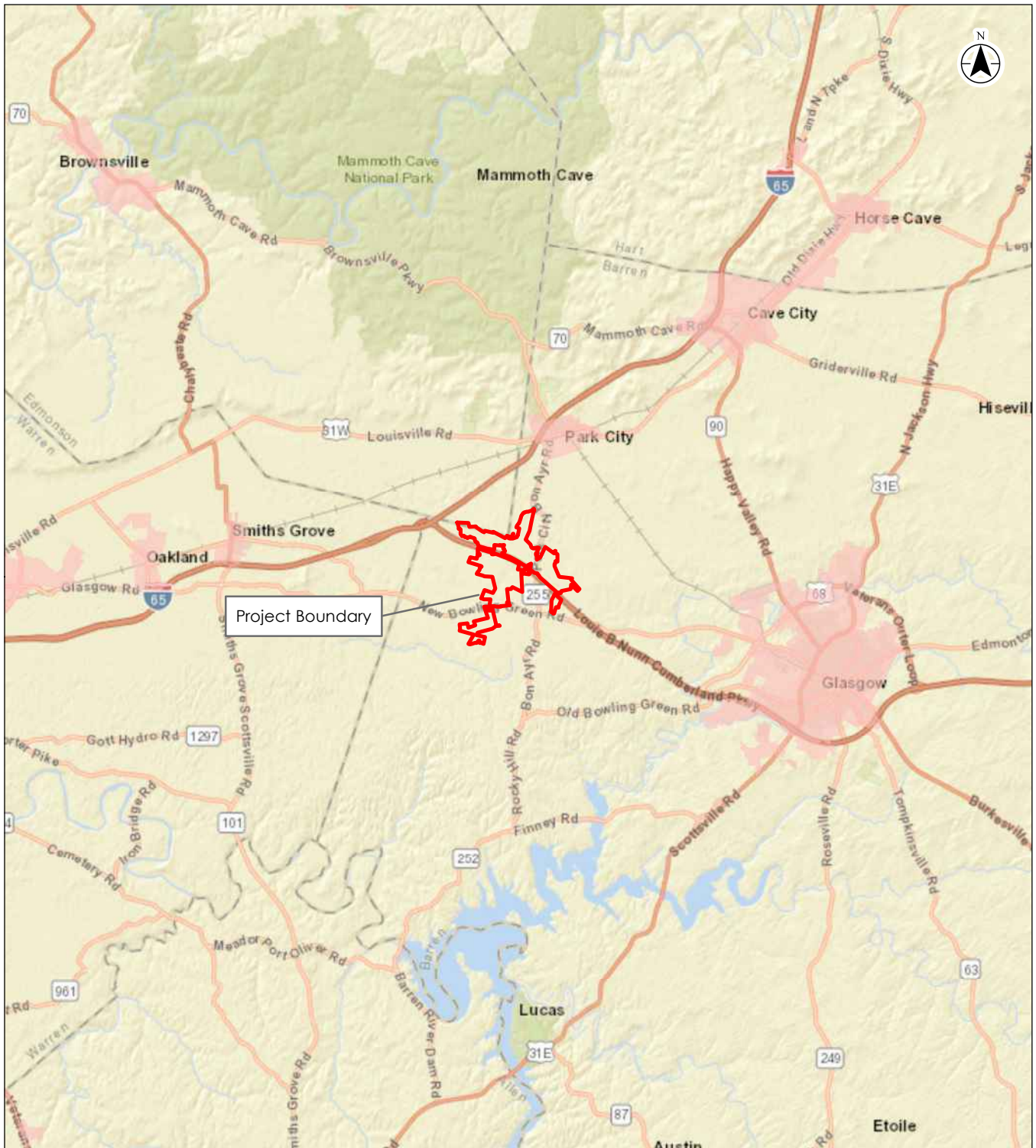
April 28, 2023

FIGURES

WOOD DUCK SOLAR PROJECT SOUND STUDY

April 28, 2023

Figure 1 Vicinity Map



Legend

- Wood Duck Project Boundary
- Kentucky Corporate Boundary Polygons

Project Location
Barren County, KY

Prepared by GRG on 2023-04-25
Technical Review by ALC on 2023-04-26
Independent Review by JP on 2023-04-27

Client/Project
Wood Duck Solar Project
Noise Assessment

Figure No.
1

Title
Vicinity Map

Notes
1. Coordinate System: NAD 1983 StatePlane Kentucky
South FIPS 1602 Feet
2. Base features: ESRI, Geonex Solar LLC

0 2.5 5 Miles
1:250,000 (at original document size of 8.5x11)

WOOD DUCK SOLAR PROJECT SOUND STUDY

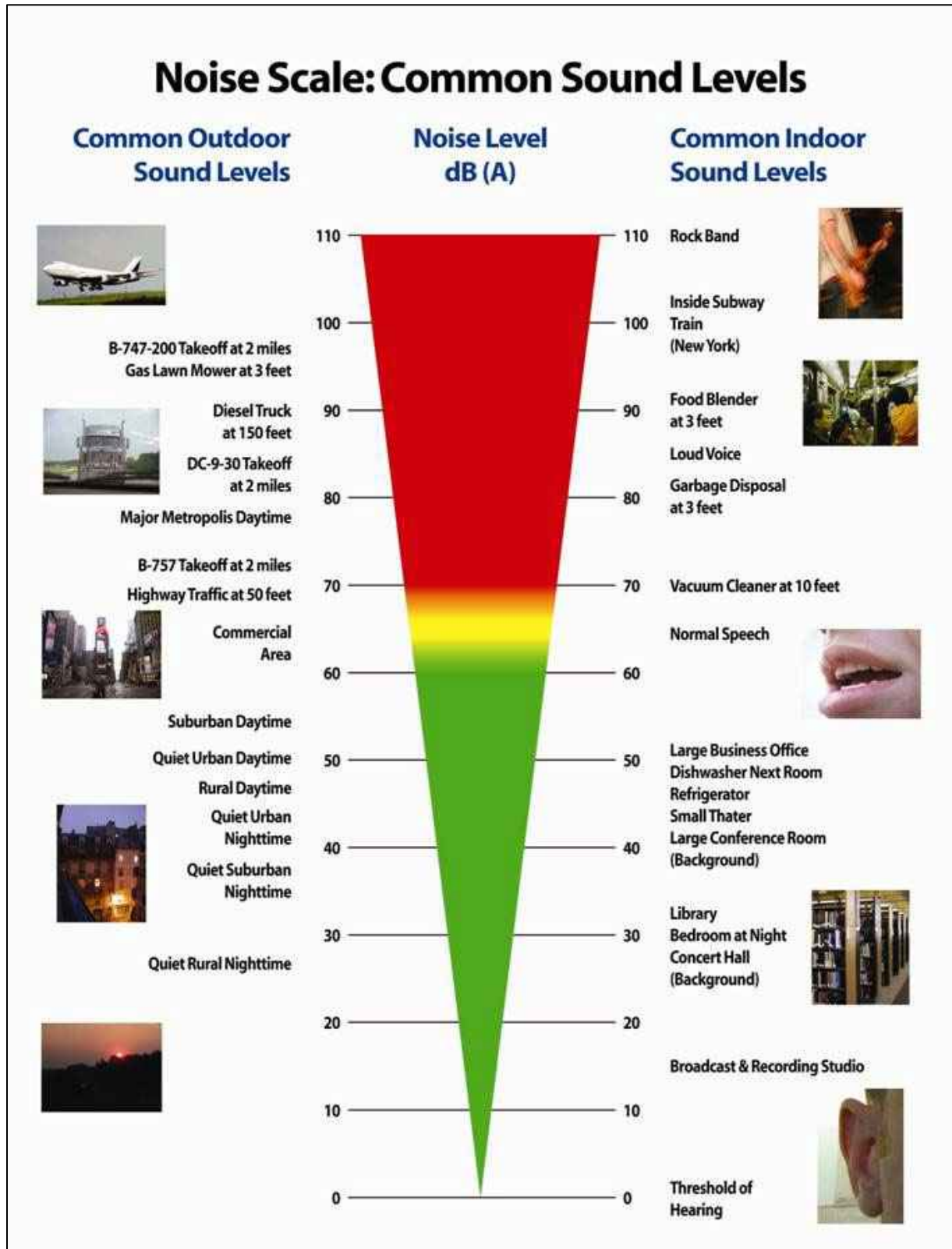
April 28, 2023

Figure 2 Common Sound Levels

WOOD DUCK SOLAR PROJECT SOUND STUDY

April 28, 2023

Figure 2. Common Sound Levels

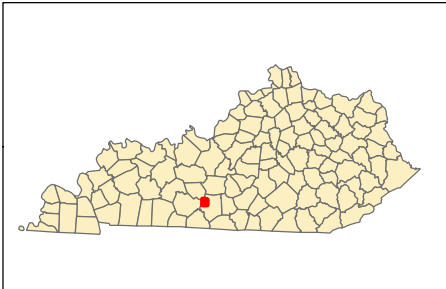
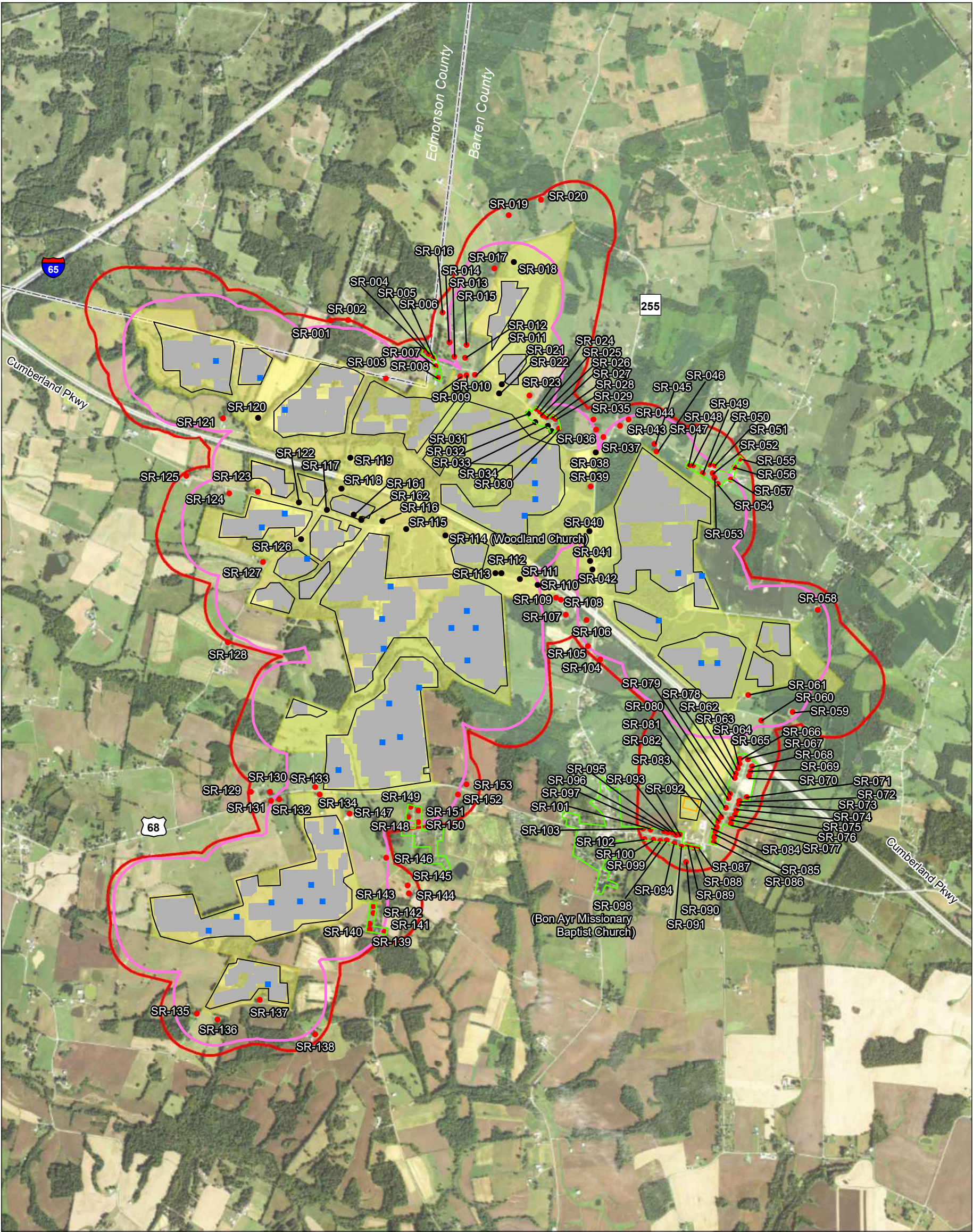


WOOD DUCK SOLAR PROJECT SOUND STUDY

April 28, 2023

Figure 3

Noise Sensitive Receptor Locations



Notes
1. Coordinate System: NAD 1983 UTM Zone 16N
2. Data Sources: ESRI; Stantec, Geonex Solar LLC
3. Background: Kentucky Transportation Cabinet (KYTC)

- Legend**
- Project Boundary
 - 1000 ft Noise Assessment Area
 - Noise Sensitive Receptors
 - Participating Structures
 - Potential PV Layout
 - Potential Inverter Locations
 - Potential Substation Location
 - Potential Fence Line
 - 55dBA Temporary Construction Noise Limit
 - Residential Neighborhoods per KRS 278.700
 - County Boundaries

0 3,000 6,000 Feet
(At original document size of 11x17)
1:30,000



Project Location
Barren County, KY

Prepared by GRG on 2023-04-26
TR by ALC on 2023-04-26
ITR by JR on 2023-04-27

Client/Project

Wood Duck Solar Facility
Noise Assessment Report

Figure No.

3

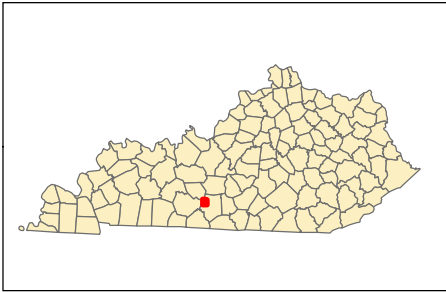
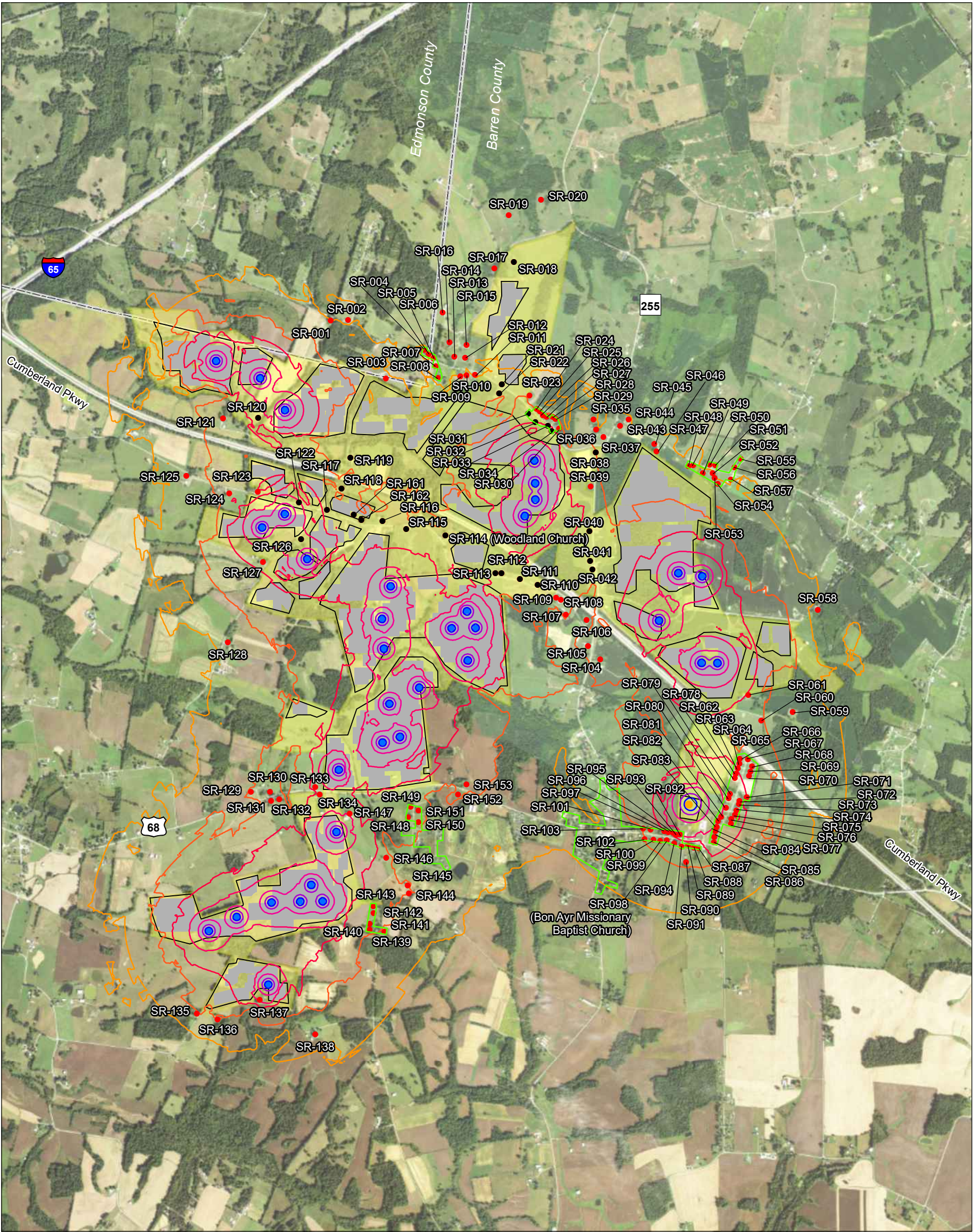
Title

Noise Sensitive Receptors

WOOD DUCK SOLAR PROJECT SOUND STUDY

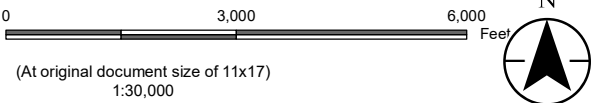
April 28, 2023

Figure 4 **Operational Sound Modeling Results**



Notes
1. Coordinate System: NAD 1983 UTM Zone 16N
2. Data Sources: ESRI; Stantec, Geenex Solar LLC
3. Background: Kentucky Transportation Cabinet (KYTC)

- Legend**
- 30 dBA
 - 35 dBA
 - 40 dBA
 - 45 dBA
 - 50 dBA
 - 55 dBA
 - 60 dBA
 - Project Boundary
 - Noise Sensitive Receptors
 - Participating Structures
 - Potential PV Layout
 - Potential Inverter Locations
 - Potential Substation Location
 - Potential Fence Line
 - Residential Neighborhoods per KRS 278.700
 - County Boundaries



Project Location
Barren County, KY

Prepared by GRG on 2023-04-26
TR by ALC on 2023-04-26
ITR by JR on 2023-04-27

Client/Project

Wood Duck Solar Facility
Noise Assessment Report

Figure No.

4

Title

Noise Contour Map

WOOD DUCK SOLAR PROJECT SOUND STUDY

April 28, 2023

Appendix A

Receptor Locations (UTM 16 Coordinates) and Operational Sound Model Results

Appendix A Wood Duck Solar Project - Receptor Locations and Operational Sound Model Results

Receptor ID	Sound Level (dBA Leq)	Distance to Inverter (ft)	Distance to Substation (ft)	Distance to Panel (ft)	X, UTM 16 (m)	Y, UTM 16 (m)	Z, UTM 16 (m)
SR-001	33	2,223	14,751	1,131	581,599	4,101,675	218
SR-002	30	2,579	14,511	1,192	581,730	4,101,679	220
SR-003	31	2,587	12,815	480	582,010	4,101,245	224
SR-004	30	3,717	12,892	1,226	582,297	4,101,459	226
SR-005	30	3,676	12,751	1,122	582,329	4,101,428	226
SR-006	29	3,524	12,605	1,015	582,363	4,101,396	223
SR-007	30	3,334	12,396	814	582,383	4,101,334	224
SR-008	30	3,106	12,127	544	582,400	4,101,249	224
SR-009	31	2,744	11,893	875	582,567	4,101,262	226
SR-010	31	2,671	11,848	841	582,612	4,101,270	226
SR-011	30	2,555	11,764	627	582,677	4,101,274	226
SR-012	29	3,034	12,242	759	582,602	4,101,400	223
SR-013	29	3,214	12,392	989	582,521	4,101,409	224
SR-014	28	3,567	12,758	1,020	582,486	4,101,516	217
SR-015	28	3,282	12,509	630	582,614	4,101,496	219
SR-016	27	4,258	13,474	1,157	582,434	4,101,735	221
SR-017	24	4,809	13,969	424	582,822	4,102,068	200
SR-018	24	4,888	13,960	522	582,966	4,102,114	206
SR-019	22	6,037	15,086	1,666	582,927	4,102,463	202
SR-020	21	6,379	15,234	2,143	583,168	4,102,576	206
SR-021	32	2,034	11,274	143	582,876	4,101,203	228
SR-022	35	1,853	11,090	328	582,857	4,101,133	229
SR-023	34	1,591	10,746	449	583,083	4,101,116	228
SR-024	33	1,267	10,385	679	583,135	4,101,018	227
SR-025	34	1,209	10,294	697	583,160	4,100,998	228
SR-026	36	1,128	10,182	706	583,183	4,100,970	230
SR-027	38	1,108	10,113	692	583,209	4,100,958	232
SR-028	38	1,162	10,066	694	583,255	4,100,959	233
SR-029	38	1,138	9,987	635	583,276	4,100,941	233
SR-030	37	991	9,742	408	583,303	4,100,871	234
SR-031	38	1,161	10,355	463	583,073	4,100,983	230
SR-032	40	945	10,098	465	583,125	4,100,920	230
SR-033	40	920	9,905	483	583,219	4,100,894	233
SR-034	41	835	9,744	343	583,247	4,100,852	234
SR-035	32	1,760	9,709	1,083	583,559	4,100,938	234
SR-036	33	1,691	9,451	1,025	583,580	4,100,862	235
SR-037	34	1,787	9,234	1,002	583,634	4,100,807	237
SR-038	35	1,523	8,910	948	583,579	4,100,692	236
SR-039	37	1,361	8,157	791	583,539	4,100,441	234
SR-040	39	1,535	7,125	753	583,529	4,100,105	234

Appendix A Wood Duck Solar Project - Receptor Locations and Operational Sound Model Results

Receptor ID	Sound Level (dBA Leq)	Distance to Inverter (ft)	Distance to Substation (ft)	Distance to Panel (ft)	X, UTM 16 (m)	Y, UTM 16 (m)	Z, UTM 16 (m)
SR-041	37	1,941	6,443	696	583,534	4,099,884	234
SR-042	38	2,053	6,231	624	583,553	4,099,822	235
SR-043	32	2,265	9,423	880	583,758	4,100,892	236
SR-044	31	2,517	9,540	931	583,821	4,100,940	234
SR-045	31	2,971	8,868	311	584,015	4,100,759	233
SR-046	31	3,002	8,668	189	584,031	4,100,699	231
SR-047	32	2,630	8,274	587	584,269	4,100,591	233
SR-048	32	2,669	8,300	667	584,305	4,100,599	232
SR-049	32	2,512	8,102	691	584,375	4,100,537	232
SR-050	29	2,733	8,320	947	584,426	4,100,601	230
SR-051	29	2,740	8,323	1,060	584,470	4,100,599	229
SR-052	32	2,535	8,119	850	584,450	4,100,538	232
SR-053	30	2,426	8,008	753	584,465	4,100,503	231
SR-054	30	2,290	7,866	647	584,488	4,100,458	232
SR-055	28	3,019	8,535	1,466	584,660	4,100,643	229
SR-056	29	2,781	8,316	1,212	584,612	4,100,582	230
SR-057	30	2,465	8,005	919	584,583	4,100,491	231
SR-058	29	2,784	5,689	833	585,235	4,099,520	229
SR-059	31	2,199	3,371	862	585,047	4,098,757	236
SR-060	33	1,772	2,679	861	584,812	4,098,692	232
SR-061	38	1,086	3,025	344	584,715	4,098,884	236
SR-062	36	2,845	1,255	2,006	584,613	4,098,265	229
SR-063	36	2,747	1,332	1,906	584,621	4,098,296	230
SR-064	35	2,632	1,448	1,785	584,637	4,098,335	230
SR-065	35	2,522	1,552	1,672	584,649	4,098,371	230
SR-066	34	2,411	1,635	1,558	584,651	4,098,407	230
SR-067	34	2,473	1,781	1,613	584,712	4,098,403	230
SR-068	34	2,664	1,771	1,804	584,744	4,098,353	230
SR-069	34	2,777	1,667	1,918	584,731	4,098,312	230
SR-070	35	2,876	1,586	2,018	584,721	4,098,278	229.5
SR-071	37	3,361	1,386	2,509	584,704	4,098,121	223.5
SR-072	38	3,420	1,199	2,578	584,649	4,098,093	225.1
SR-073	39	3,501	1,183	2,661	584,645	4,098,067	226.7
SR-074	40	3,637	1,133	2,801	584,627	4,098,023	228.3
SR-075	40	3,739	1,122	2,906	584,617	4,097,990	228.3
SR-076	42	3,840	1,062	3,014	584,588	4,097,956	229.5
SR-077	42	3,959	1,101	3,134	584,585	4,097,920	230.6
SR-078	39	3,220	998	2,394	584,579	4,098,145	223.5
SR-079	40	3,318	946	2,494	584,569	4,098,114	224.6
SR-080	42	3,548	866	2,730	584,547	4,098,042	228.6
SR-081	45	3,771	815	2,955	584,514	4,097,973	230.0
SR-082	47	3,876	797	3,061	584,491	4,097,941	230.6

Appendix A Wood Duck Solar Project - Receptor Locations and Operational Sound Model Results

Receptor ID	Sound Level (dBA Leq)	Distance to Inverter (ft)	Distance to Substation (ft)	Distance to Panel (ft)	X, UTM 16 (m)	Y, UTM 16 (m)	Z, UTM 16 (m)
SR-083	47	4,015	849	3,199	584,479	4,097,899	231.5
SR-084	46	4,124	904	3,308	584,470	4,097,865	233.0
SR-085	44	4,260	995	3,443	584,463	4,097,824	235
SR-086	43	4,390	1,096	3,573	584,459	4,097,784	236
SR-087	41	4,543	1,101	3,726	584,345	4,097,739	236
SR-088	41	4,520	1,061	3,709	584,310	4,097,747	237
SR-089	41	4,488	1,019	3,684	584,265	4,097,759	238
SR-090	34	4,891	1,422	4,088	584,251	4,097,637	236
SR-091	36	4,530	1,068	3,736	584,217	4,097,751	238
SR-092	42	4,241	795	3,453	584,203	4,097,841	240
SR-093	37	4,260	834	3,478	584,177	4,097,839	239
SR-094	35	4,481	1,052	3,699	584,162	4,097,773	237
SR-095	36	4,202	814	3,428	584,150	4,097,861	238
SR-096	35	4,220	873	3,455	584,118	4,097,861	238
SR-097	34	4,221	925	3,465	584,088	4,097,867	238
SR-098	34	4,431	1,065	3,665	584,105	4,097,798	237
SR-099	33	4,468	1,161	3,714	584,059	4,097,797	236
SR-100	32	4,491	1,265	3,754	584,006	4,097,803	235
SR-101	32	4,271	1,159	3,547	583,987	4,097,878	238
SR-102	31	4,531	1,412	3,813	583,941	4,097,809	234
SR-103	31	4,305	1,308	3,601	583,931	4,097,886	237
SR-104	37	1,717	4,179	1,090	583,611	4,099,150	230
SR-105	36	1,842	4,614	1,001	583,520	4,099,249	230
SR-106	35	1,766	5,171	775	583,510	4,099,442	227
SR-107	35	2,233	5,547	1,284	583,354	4,099,480	225
SR-108	35	2,200	5,919	1,402	583,317	4,099,592	227
SR-109	36	2,108	6,030	1,391	583,282	4,099,609	226
SR-110	38	1,720	6,540	976	583,143	4,099,704	228
SR-111	39	1,526	6,920	664	583,012	4,099,751	224
SR-112	40	1,252	7,301	523	582,873	4,099,789	222
SR-113	39	1,161	7,396	411	582,829	4,099,790	219
SR-114	39	1,826	8,902	348	582,454	4,100,072	224
SR-115	39	1,451	9,683	630	582,163	4,100,121	224
SR-116	38	1,614	10,246	360	581,985	4,100,182	225
SR-117	39	1,041	11,450	151	581,572	4,100,265	218
SR-118	36	1,520	11,517	295	581,680	4,100,422	214
SR-119	33	1,988	11,881	630	581,748	4,100,653	209
SR-120	43	686	14,197	491	581,057	4,100,951	200
SR-121	38	1,340	14,839	684	580,796	4,100,947	206
SR-122	45	454	12,105	323	581,363	4,100,322	214
SR-123	39	857	13,069	351	581,055	4,100,401	212
SR-124	39	1,160	13,618	630	580,841	4,100,387	212

Appendix A Wood Duck Solar Project - Receptor Locations and Operational Sound Model Results

Receptor ID	Sound Level (dBA Leq)	Distance to Inverter (ft)	Distance to Substation (ft)	Distance to Panel (ft)	X, UTM 16 (m)	Y, UTM 16 (m)	Z, UTM 16 (m)
SR-125	32	2,242	14,728	1,388	580,522	4,100,517	206
SR-126	46	500	11,531	267	581,377	4,100,043	218
SR-127	42	843	12,034	397	581,092	4,099,876	207
SR-128	31	2,816	12,004	1,246	580,831	4,099,277	210
SR-129	35	2,207	10,762	1,561	581,006	4,098,163	222
SR-130	36	1,760	10,297	1,172	581,147	4,098,162	222
SR-131	36	1,769	10,271	1,021	581,154	4,098,091	220
SR-132	36	1,617	10,073	888	581,214	4,098,107	217
SR-133	41	704	9,192	303	581,486	4,098,198	224
SR-134	42	762	9,081	273	581,518	4,098,141	224
SR-135	35	1,887	13,131	495	580,601	4,096,504	221
SR-136	35	1,505	12,723	371	580,755	4,096,463	223
SR-137	46	430	11,581	243	581,072	4,096,607	228
SR-138	34	1,677	10,774	1,138	581,485	4,096,352	227
SR-139	36	1,345	8,436	728	581,890	4,097,132	229
SR-140	37	1,270	8,393	649	581,887	4,097,175	229
SR-141	35	1,681	8,120	1,061	581,999	4,097,119	229
SR-142	36	1,281	8,207	694	581,919	4,097,255	226
SR-143	37	1,241	8,161	657	581,916	4,097,310	223
SR-144	35	2,123	7,231	1,529	582,183	4,097,404	228
SR-145	35	2,117	7,207	1,498	582,173	4,097,464	228
SR-146	36	1,372	7,569	957	582,013	4,097,668	223
SR-147	45	546	8,351	359	581,740	4,097,996	221
SR-148	38	1,789	6,925	882	582,176	4,097,970	226
SR-149	38	1,722	6,856	634	582,195	4,098,048	224
SR-150	36	2,022	6,676	1,009	582,254	4,097,934	226
SR-151	37	1,862	6,660	725	582,255	4,098,021	224
SR-152	36	2,000	5,697	999	582,550	4,098,142	228
SR-153	36	2,001	5,510	1,122	582,611	4,098,215	229