FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT (this "First Amendment") is made and entered into this 5+1 day of September 2023 (the "First Amendment Effective Date"), by and between KATHY SIMPSON ("Landlord") and WOOD DUCK SOLAR LLC, a Kentucky limited liability company (herein called "Tenant"). Landlord and Tenant may collectively be referred to as the "Parties".

BACKGROUND

- A. Tenant and Landlord entered into a Solar Ground Lease Agreement (the "Lease") dated June 15, 2022, together with a Memorandum of Solar Ground Lease Agreement dated June 15, 2022, recorded August 16, 2022 in the Official Records of Barren County, Kentucky, as Document No. 447664, for real property located in Barren County, Kentucky for the leasing of a portion of those certain tracts of real estate with Tax Parcel No. 32-20B containing approximately 29.3 acres together with all rights of way and easements appurtenant thereto, and together with all, if any, buildings, structures and other improvements located thereon and all fixtures attached or affixed, actually or constructively, thereto or to any such buildings, structures or other improvements (all of which is hereinafter collectively called the "Property").
- B. Tenant and Landlord desire to amend the Lease to correct a scrivener's error in the acreage amount of Tax Parcel No. 32-20B, as well as the correction of the description of a portion of Parcel 32-20B that was inadvertently omitted and the creation of a Do Not Disturb Area on said Tax Parcel.
- **NOW, THEREFORE**, Tenant and Landlord, in consideration of the mutual promises and covenants contained in this First Amendment and in the Lease, and intending to be legally bound by the terms of this First Amendment, agree to amend the Lease as follows:
- 1. <u>Defined Terms</u>. All capitalized terms used and not defined herein shall have the meanings assigned to those terms in the Lease.

2. Land.

- (a) Tax Parcel No. 32-20B contains approximately 29.3 acres. All references in the Lease that indicate that Tax Parcel No 32-20B contains 25.05 acres are hereby deleted and replaced with the correct amount.
- (b) Included in the introductory paragraph on page 1 of the Lease on line 6 after the words: Exhibit B attached hereto and by this reference made a part hereof, the following language shall be added: less and except and not including the Do Not Disturb Area as defined in Section 6 and depicted on Exhibit B-1.
 - (c) Section 6 of the Lease shall be added with the following:

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

(d) Exhibit A and Exhibit B of the Lease shall be replaced with Exhibit A and Exhibit B to this First Amendment and a new Exhibit B-1 shall be added.

3. Miscellaneous.

- (a) <u>Waiver</u>. No failure or delay by a party to insist upon the strict performance of any term, condition or covenant of this First Amendment, or to exercise any right, power or remedy hereunder shall constitute a waiver of the same or any other term of this First Amendment or preclude such party from enforcing or exercising the same or any such other term, conditions, covenant, right, power or remedy at any later time.
- (b) <u>Governing Law</u>. This First Amendment shall be construed and governed by the laws of the State of Kentucky.
- (c) <u>Authority</u>. This First Amendment shall be binding upon and inure to the benefit of the Parties, their respective heirs, legal representatives, successors and assigns. Each party hereto warrants that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this First Amendment.
- (d) Entire Agreement; No Amendment. This First Amendment constitutes the entire agreement and understanding between the Parties with respect to the subject of this First Amendment and shall supersede all prior written and oral agreements concerning this subject matter. This First Amendment may not be amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of Tenant and Landlord. Each party acknowledges that it has read this First Amendment, fully understands all of this First Amendment's terms and conditions, and executes this First Amendment freely, voluntarily and with full knowledge of its significance. Each party to this First Amendment has had the opportunity to receive the advice of counsel prior to the execution hereof.
- (e) <u>Severability</u>. If any provision of this First Amendment or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this First Amendment and the application of such provision to other persons or circumstances, other than those to which it is held invalid, shall not be affected and shall be enforced to the furthest extent permitted by law. In the event of a conflict between the terms of the Lease and this First Amendment, the terms of the Amendment shall govern.
- (f) <u>Counterparts</u>. This First Amendment may be executed in counterparts and in facsimile or by electronic copy, and such counterparts together shall constitute but one original of the Amendment. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it.
- (g) Agreement to Perform Necessary Acts. Each party agrees that upon demand, it shall promptly perform all further acts and execute, acknowledge, and deliver all further instructions, instruments and documents which may be reasonably necessary or useful to carry out the provisions of this First Amendment.
- (h) <u>Captions and Headings</u>. The titles or headings of the various paragraphs hereof are intended solely for convenience of reference and are not intended and shall not be deemed to modify, explain or place any construction upon any of the provisions of this First Amendment.
- (i) <u>Ratification</u>. Except as specifically amended above, the Lease is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed and shall constitute the legal, valid, binding and enforceable obligations of Landlord and Tenant. In the event of any conflict

or inconsistency between the provisions of the Lease and this First Amendment, this First Amendment shall govern and control.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGES FOLLOWS.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute, seal and deliver this First Amendment, all as of the First Amendment Effective Date.

LANDLORD:

Kathy Simpson
Kathy Simpson

TENANT:

WOOD DUCK SOLAR LLC, a Kentucky timited liability company

By: Name:

Title:

EXHIBIT A to FIRST AMENDMENT TO LEASE AGREEMENT

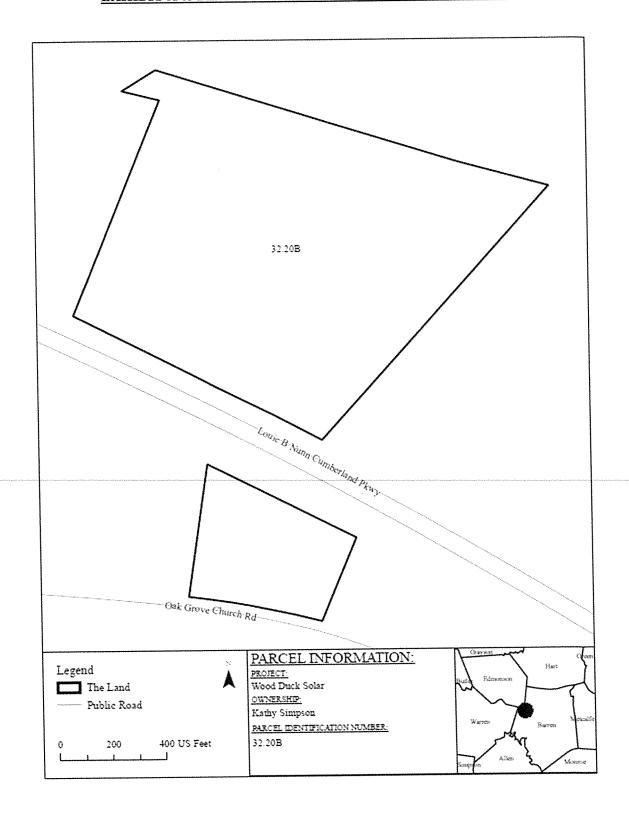


EXHIBIT B to FIRST AMENDMENT TO LEASE AGREEMENT

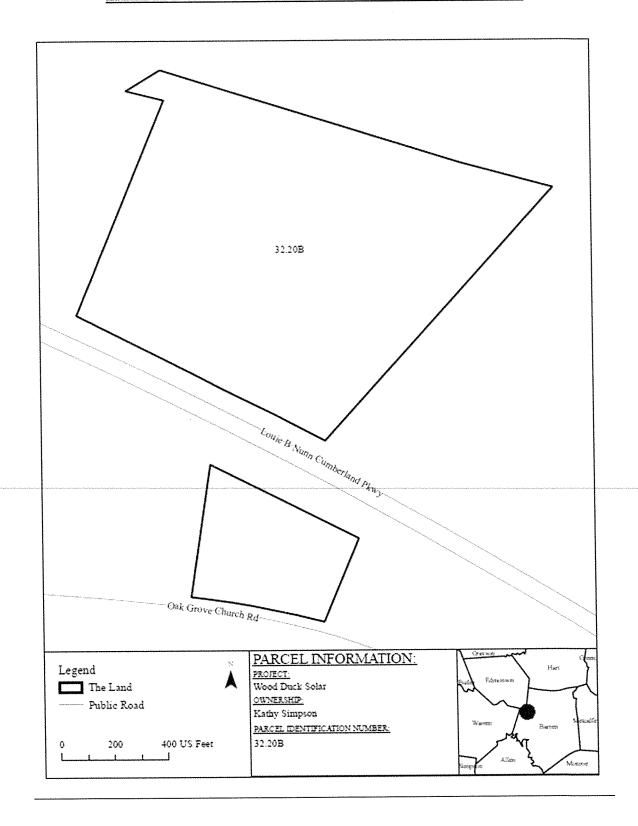
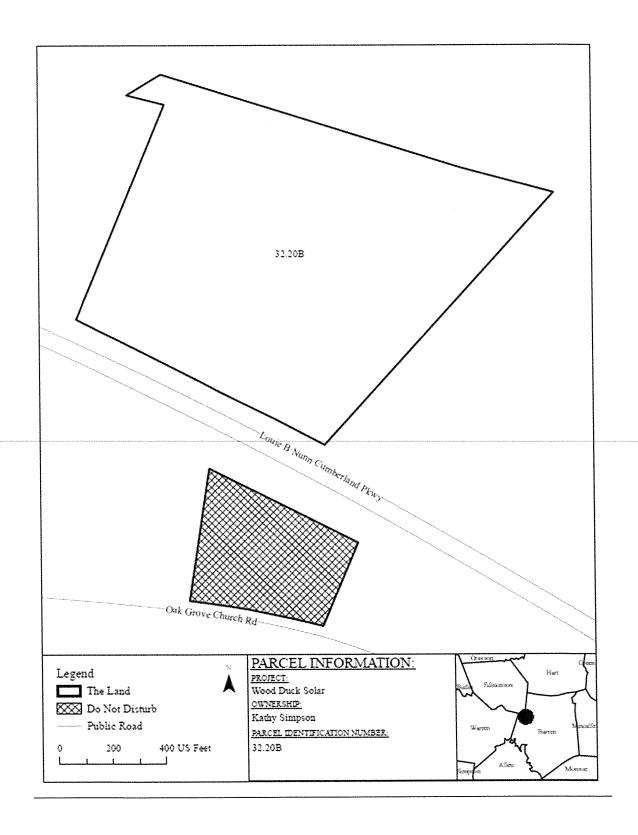


EXHIBIT B-1

Do Not Disturb Area



FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT (this "First Amendment") is made and entered into this 23rd day of Yugust, 2023 (the "First Amendment Effective Date"), by and between MIKEL BELLAMY and MARY ANN BELLAMY, husband and wife, and JONATHAN BELLAMY, a married man, collectively as Individuals and as Successors in Interest to R.W. BELLAMY, an unmarried man (collectively, "Landlord") and WOOD DUCK SOLAR LLC, a Kentucky limited liability company (herein called "Tenant"). Landlord and Tenant may collectively be referred to as the "Parties".

BACKGROUND

- A. Tenant and Landlord entered into a Solar Ground Lease Agreement (the "Lease") dated July 30, 2020, together with a Memorandum of Solar Ground Lease Agreement dated December 7, 2020, recorded December 9, 2022 in the Official Records of Barren County, Kentucky, as Document No. 451809, for real property located in Barren County, Kentucky for the leasing of a portion of those certain tracts of real estate with Tax Parcel Nos. 32-16A, 32-16B, 32-16, 32-21, 32-17A, 32-17, 32-21B, 19-19, 19-17, 19-17A and 19-17B containing approximately 825.94 acres together with all rights of way and easements appurtenant thereto, and together with all, if any, buildings, structures and other improvements located thereon and all fixtures attached or affixed, actually or constructively, thereto or to any such buildings, structures or other improvements (all of which is hereinafter collectively called the "Property").
- B. Tenant and Landlord desire to amend the Lease to release Tax Parcel No. 19-17 containing approximately 81.819 acres, create a Do Not Disturb Area for Tax Parcel No 19-17A containing approximately .61 acres as well as changing the Guaranteed Minimum Acres.
- **NOW, THEREFORE**, Tenant and Landlord, in consideration of the mutual promises and covenants contained in this First Amendment and in the Lease, and intending to be legally bound by the terms of this First Amendment, agree to amend the Lease as follows:
- 1. <u>Defined Terms</u>. All capitalized terms used and not defined herein shall have the meanings assigned to those terms in the Lease.

2. Land.

- (a) Tax Parcel No. 19-17 containing approximately 81.819 acres shall be released and no longer be included in the Land.
- (b) The Tenant and Landlord agree that the entire Parcel 19-17A shall not be deleted from the Land but the entire Parcel shall be deemed a Do Not Disturb Area. Landlord and Tenant further agree that the Lease affecting said parcel is still in effect, and by their signature below, Landlord hereby ratifies the existing Lease, and agrees to the designation of this parcel as being a Do Not Disturb Area. In exchange for the consideration and mutual covenants contained herein and agreed to by the parties, Tenant agrees to release all development rights affecting this parcel, and further waives all rights of ingress and egress in, over, and through this parcel. Nothing herein shall be construed as releasing the Lease affecting this parcel, or waiving any rights afforded to Tenant under the Lease and any amendment thereto.

- (c) Included in the introductory paragraph on page 1 of the Lease on line 6 after the words Exhibit B, the following language shall be added: less and except and not including the Do Not Disturb Area as defined in Section 6 and depicted on Exhibit B-1.
- (d) Exhibit A and Exhibit B of the Lease shall be replaced with Exhibit A and Exhibit B to this First Amendment and a new Exhibit B-1 shall be added.
 - (e) Section 6 of the Lease shall be added with the following:

<u>Do Not Disturb Area</u>. The area shown on Exhibit B-1, (the "**Do Not Disturb Area**") shall be excluded from the Property that Tenant can use for its solar facility.

- 3. <u>Guaranteed Minimum Acres</u>. Section 1 (ii) is hereby deleted in its entirety and replaced as follows:
 - (ii) adjusted for Parcel Numbers 32-17, 32-17A, 32-17B, 32-21, 19-19, and 19-17B to the greater of either: (a) three hundred nine (309) acres, or (b) the actual amount of acreage of Parcel Numbers 32-17, 32-17A, 32-17B, 32-21, 19-19, and 19-17B not terminated.

4. Miscellaneous.

- (a) <u>Waiver</u>. No failure or delay by a party to insist upon the strict performance of any term, condition or covenant of this First Amendment, or to exercise any right, power or remedy hereunder shall constitute a waiver of the same or any other term of this First Amendment or preclude such party from enforcing or exercising the same or any such other term, conditions, covenant, right, power or remedy at any later time.
- (b) Governing Law. This First Amendment shall be construed and governed by the laws of the State of Kentucky.
- (c) <u>Authority</u>. This First Amendment shall be binding upon and inure to the benefit of the Parties, their respective heirs, legal representatives, successors and assigns. Each party hereto warrants that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this First Amendment.
- (d) Entire Agreement; No Amendment. This First Amendment constitutes the entire agreement and understanding between the Parties with respect to the subject of this First Amendment and shall supersede all prior written and oral agreements concerning this subject matter. This First Amendment may not be amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of Tenant and Landlord. Each party acknowledges that it has read this First Amendment, fully understands all of this First Amendment's terms and conditions, and executes this First Amendment freely, voluntarily and with full knowledge of its significance. Each party to this First Amendment has had the opportunity to receive the advice of counsel prior to the execution hereof.
- (e) <u>Severability</u>. If any provision of this First Amendment or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this First Amendment and the application of such provision to other persons or circumstances, other than those to which it is held invalid, shall not be affected and shall be enforced to the furthest extent permitted by law.

In the event of a conflict between the terms of the Lease and this First Amendment, the terms of the Amendment shall govern.

- (f) <u>Counterparts</u>. This First Amendment may be executed in counterparts and in facsimile or by electronic copy, and such counterparts together shall constitute but one original of the Amendment. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it.
- (g) Agreement to Perform Necessary Acts. Each party agrees that upon demand, it shall promptly perform all further acts and execute, acknowledge, and deliver all further instructions, instruments and documents which may be reasonably necessary or useful to carry out the provisions of this First Amendment.
- (h) <u>Captions and Headings</u>. The titles or headings of the various paragraphs hereof are intended solely for convenience of reference and are not intended and shall not be deemed to modify, explain or place any construction upon any of the provisions of this First Amendment.
- (i) <u>Ratification</u>. Except as specifically amended above, the Lease is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed and shall constitute the legal, valid, binding and enforceable obligations of Landlord and Tenant. In the event of any conflict or inconsistency between the provisions of the Lease and this First Amendment, this First Amendment shall govern and control.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGES FOLLOWS.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute, seal and deliver this First Amendment, all as of the First Amendment Effective Date.

LANDLORD:

Mikel Bellamy

Mary An Bellamy

Joyathan Bellamy

TENANT:

WOOD DUCK SOLAR LLC, a Kentucky firmted liability company

By: __ Name: __

Title:

EXHIBIT A to FIRST AMENDMENT TO LEASE AGREEMENT

Legal Description of Property to be attached

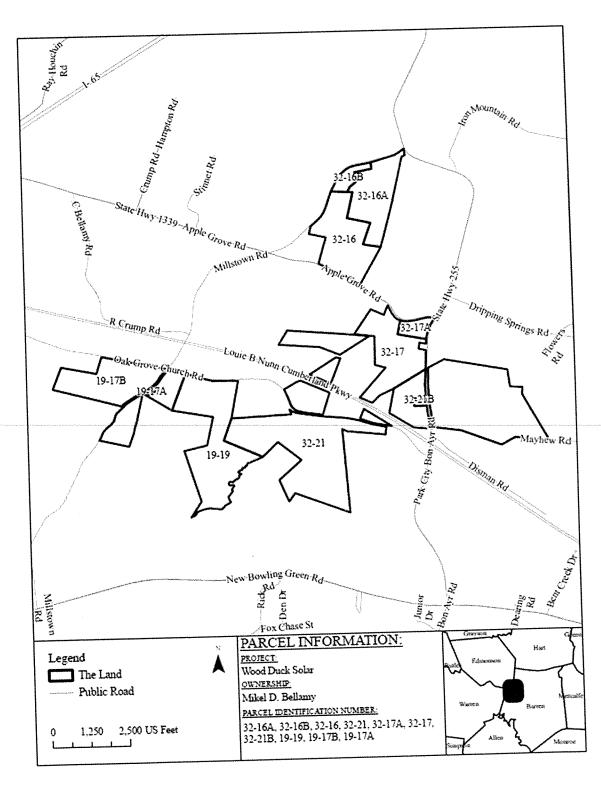


EXHIBIT A to FIRST AMENDMENT TO LEASE AGREEMENT

(depiction)

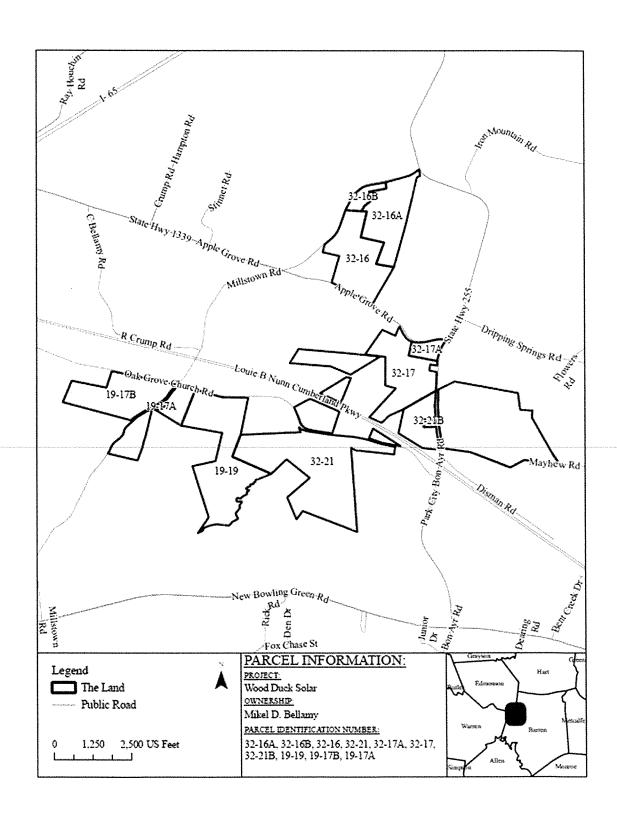


EXHIBIT B to FIRST AMENDMENT TO LEASE AGREEMENT

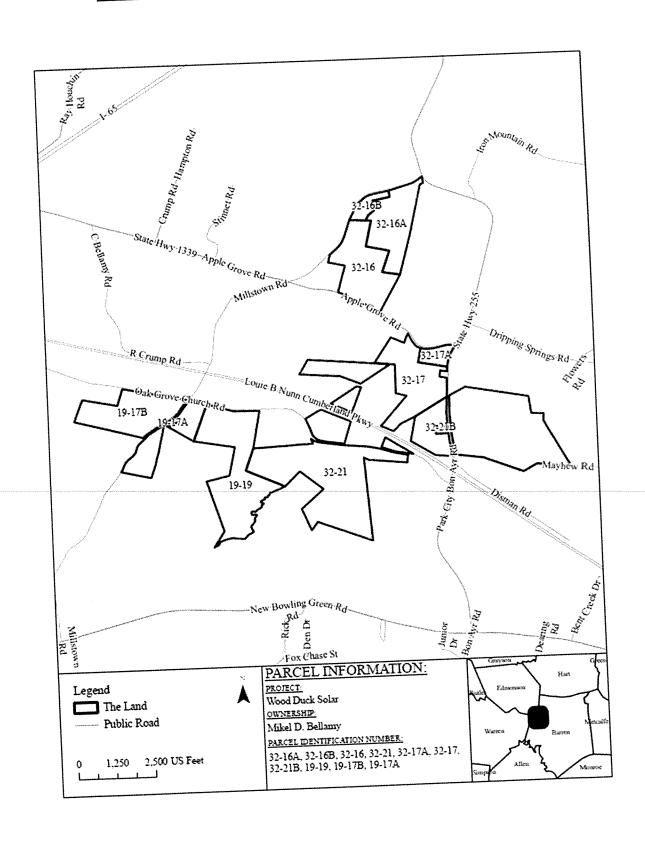
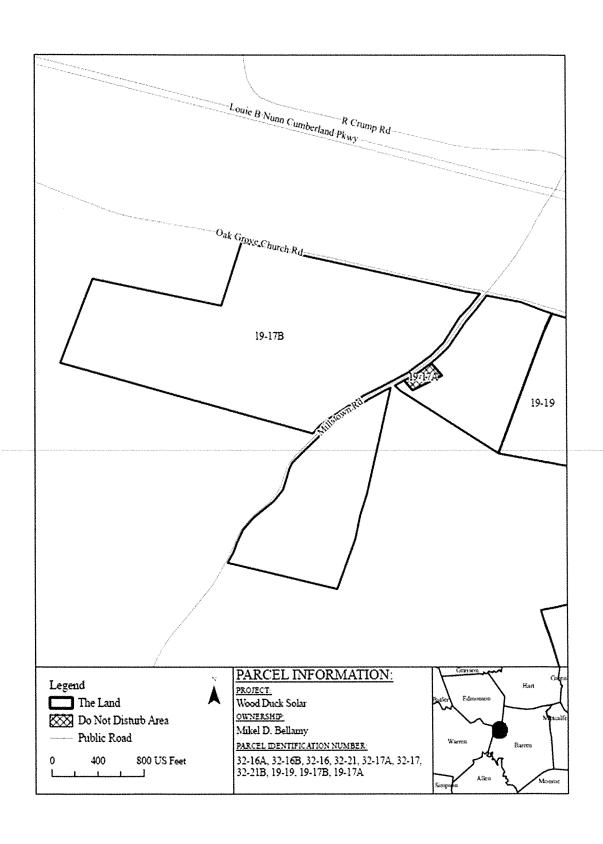


EXHIBIT B-1

Do Not Disturb Area



SECOND AMENDMENT TO SOLAR GROUND LEASE AGREEMENT

THIS SECOND AMENDMENT TO SOLAR GROUND LEASE AGREEMENT (this "Second Amendment") is made and entered into this 23 day of September, 2025 (the "Second Amendment Effective Date"), by and between the MIKEL BELLAMY AND SPOUSE, MARY ANN BELLAMY AND JONATHAN BELLAMY AND SPOUSE, LISA BELLAMY, collectively as Individuals and as Successors in Interest to R.W. Bellamy, an unmarried man, ("Landlord") and WOOD DUCK SOLAR LLC, a Kentucky limited liability company (herein called "Tenant"). Landlord and Tenant may collectively be referred to as the "Parties".

BACKGROUND

- A. Landlord and Tenant entered into that certain Solar Ground Lease Agreement dated July 30, 2020 ("Lease"), as amended by that certain First Amendment to Solar Ground Lease Agreement dated August 23, 2023, together with that certain Memorandum of Solar Ground Lease Agreement dated recorded December 9, 2022 in Book MC211, Page 345 in the Public Records of Barren County, Kentucky ("Memorandum"), whereby Tenant has leased certain Premises that are a portion of that certain property within Tax Parcels Nos. 32-16A, 32-16B, 32-16, 32-16C, 32-21, 32-17A, 32-17, 32-21B, 19-19, 19-17A and 19-17B containing approximately Seven Hundred Forty-Four and Five Hundred One Thousandths (744.501) acres, and located in substantially the location shown in Exhibit A attached hereto, less and except and not including the Do Not Disturb Area as defined in Section 6 of the Lease and depicted on Exhibit B-1, together with all rights of way and easements appurtenant thereto, and together with all, if any, buildings, structures and other improvements located thereon and all fixtures attached or affixed, actually or constructively, thereto or to any such buildings, structures or other improvements (all of which is hereinafter collectively called the "Land").
- B. The Parties acknowledge that **Exhibit A** and **Exhibit B** to the Lease inadvertently depicted Tax Parcel No. 32-21A, which is owned by Woodland United Baptist Church pursuant to that certain deed recorded September 29, 1961, in Deed Book D155, Page 306, in the Public Records of Barren County, Kentucky. The Parties agree and confirm that Tax Parcel No. 32-21A is not subject to, nor included within, the Lease, and any reference or depiction of such parcel in the Lease or its exhibits shall not constitute part of the leased Land.
- C. Tenant and Landlord acknowledge that at the time of execution of the Lease, Tax Parcel No. 32-21. Subsequent to the execution of the Lease, Tax Parcel No. 32-21 was subdivided into three (3) separate parcels, now identified as follows: (i) Tax Parcel No. 32-21E; (ii) Tax Parcel No. 32-21F; and (iii) Tax Parcel No. 32-21, located in Barren County, Kentucky.
- D. Jonathan Bellamy and his spouse, Lisa Bellamy, are the owners of Tax Parcel Nos. 32-16, 32-16A, and 32-16B; Mikel Bellamy and his spouse, Mary Ann Bellamy, are the owners of Tax Parcel Nos. 32-17A, 19-17B, 19-17A and 32-21E; and Jonathan Bellamy and his spouse, Lisa Bellamy, together with Mikel Bellamy and his spouse, Mary Ann Bellamy, are the owners of Tax Parcel Nos. 32-21, 32-21F, 32-17, 19-19, and 32-21B, all located in Barren County, Kentucky.
- E. Tenant and Landlord desire to amend the Lease and make such other modifications to the Lease as are set forth in this Amendment.

NOW, THEREFORE, Tenant and Landlord, in consideration of the mutual promises and covenants contained in this Second Amendment and in the Lease, and intending to be legally bound by the terms of this Second Amendment, agree to amend the Lease as follows:

AGREEMENT

1. <u>Scope of Amendment; Defined Terms; Incorporation of Recitals</u>. Except as expressly provided in this Amendment, the Lease shall remain in full force and effect in all respects and the term "**Lease**" shall mean the Lease as modified by this Amendment. Capitalized terms used but not otherwise defined in this Amendment have their respective meanings given to them in the Lease. The preamble and recitals set forth above are hereby incorporated into this Amendment by this reference in their entirety.

2. Land.

- (a) The Parties agree to remove Tax Parcel No. 32-21A that was erroneously depicted in **Exhibits A** and **Exhibit B** to the Lease.
- (b) The Parties agree to delete the following parcels to Land: Tax Parcel Nos. 32-21E, containing approximately Three and Eighty-Three Hundredths (3.83) acres and 19-17A, containing approximately Six Hundred Thirteen Thousandths (0.613) acres for a combined total of approximately Four and Four Hundred Forty-Three Thousandths (4.443) acres located in Barren County, Kentucky.
- (c) The combined total of the parcels to wit: Tax Parcel Nos. 32-16A, 32-16B, 32-16C, 32-16, 32-17A, 32-17, 32-21B, 19-19, 19-17B, 32-21, and 32-21F referred to as the "**Premises**" of the Lease containing approximately Seven Hundred Seventy-Nine and Eight Hundred Sixty-Two Thousandths (779.862) acres located in Barren County, Kentucky.
- (d) The Parties agree to establish an easement across Tax Parcel Nos. 19-17A and 32-21E, as more particularly depicted on **Exhibit C** to this Second Amendment.
- (e) <u>Exhibit A</u>, Exhibit <u>B</u> and <u>Exhibit B-1</u> of the Lease are hereby deleted and replaced by <u>Exhibit A</u>, <u>Exhibit B</u>, and <u>Exhibit C</u> of this Second Amendment to Solar Ground Lease.
- 3. <u>Do Not Disturb Area.</u> <u>Section 6</u> of the Lease is hereby deleted in its entirety and replaced as follows:
 - 6. INTENTIONALLY OMITTED.

4. Miscellaneous.

- (a) <u>Waiver</u>. No failure or delay by a party to insist upon the strict performance of any term, condition or covenant of this Second Amendment, or to exercise any right, power or remedy hereunder shall constitute a waiver of the same or any other term of this Second Amendment or preclude such party from enforcing or exercising the same or any such other term, conditions, covenant, right, power or remedy at any later time.
- (b) <u>Governing Law</u>. This Second Amendment shall be construed and governed by the laws of the Commonwealth of Kentucky.

- (c) <u>Authority</u>. This Second Amendment shall be binding upon and inure to the benefit of the Parties, their respective heirs, legal representatives, successors and assigns. Each party hereto warrants that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this Second Amendment.
- (d) Entire Agreement; No Amendment. This Second Amendment constitutes the entire agreement and understanding between the Parties with respect to the subject of this Second Amendment and shall supersede all prior written and oral agreements concerning this subject matter. This Second Amendment may not be amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of Tenant and Landlord. Each party acknowledges that it has read this Second Amendment, fully understands all of this Second Amendment's terms and conditions, and executes this Second Amendment freely, voluntarily and with full knowledge of its significance. Each party to this Second Amendment has had the opportunity to receive the advice of counsel prior to the execution hereof.
- (e) <u>Severability</u>. If any provision of this Second Amendment or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Second Amendment and the application of such provision to other persons or circumstances, other than those to which it is held invalid, shall not be affected and shall be enforced to the furthest extent permitted by law. In the event of a conflict between the terms of the Lease and this Second Amendment, the terms of the Amendment shall govern.
- (f) <u>Counterparts</u>. This Second Amendment may be executed in counterparts and in facsimile or by electronic copy, and such counterparts together shall constitute but one original of the Amendment. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it.
- (g) <u>Agreement to Perform Necessary Acts</u>. Each party agrees that upon demand, it shall perform further acts and execute, acknowledge, and deliver further instructions, instruments and documents which may be reasonably necessary or useful to carry out the provisions of this Second Amendment.
- (h) <u>Captions and Headings</u>. The titles or headings of the various paragraphs hereof are intended solely for convenience of reference and are not intended and shall not be deemed to modify, explain or place any construction upon any of the provisions of this Second Amendment.
- (i) <u>Ratification</u>. Except as specifically amended above, the Lease is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed and shall constitute the legal, valid, binding and enforceable obligations of Landlord and Tenant. In the event of any conflict or inconsistency between the provisions of the Lease and this Second Amendment, this Second Amendment shall govern and control.
- (j) <u>Memorandum of Amendment</u>. The Parties shall execute a Memorandum of this Second Amendment and shall record such Memorandum in the office of the County Recorder of the county in which the Land is located. This Second Amendment shall not be recorded.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute, seal and deliver this Second Amendment, all as of the Second Amendment Effective Date.

LANDLORD:

Signature:

Name:

Mikel Bellamy

Signature:

Name:

Mary Ann Bellamy

Signature:

Name:

Monathan Bellamy

Signature:

Name:

Lisa Bellamy

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute, seal and deliver this Second Amendment, all as of the Second Amendment Effective Date.

TENANT:

WOOD DUCK SOLAR LLC,

a Kentucky limited liability company

By:

Name:

Title:

Exhibit A

Land

Being all or a portion of the described lands and premises situated in Barren County, State of Kentucky and being more particularly described as follows:

PINs: 32-21 and 32-21F

TRACT 1: Their entire interest in the A. W. Mills farm it being one-seventh part of the tract of land owned by said A. W. Mills. Said tract of land contains 30 acres more or less.

TRACT 2: Beginning at a black oak and hickory on the south bank of the corner to Columbus Gray; thence with Doffey's line N. 10 W. 154 poles to two black oaks; thence W. 18 poles to a white oak and hickory; thence S. 37 W. 126 poles to a poplar; thence S. 50 E. 7 poles to a sugar tree; thence S. 20 E. 40 poles to two white oak stumps; thence N. 35 E. 17 poles to a stone at sycamore; thence up the creek S. 169 E. 24-1/2 poles to a stone at the spring; thence N. 10 E. 3-1/2 poles to a stone; thence S. 70 E. 71 poles to the beginning, containing 75 acres more or less.

THERE IS EXCEPTED FROM THE ABOVE DESCRIBED TRACT OF LAND THE FOLLOWING TRACT OF LAND WHICH ARE BOUNDED AND DESCRIBED AS FOLLOWS:

Tract Number one: Beginning on a stone on the west side of road running from said Mills to the Glasgow Junction and Rocky Hill road; thence N. E. 39-2/3 poles to a stone in the original line; thence with said line 31-1/3 to oak corner in J. H. Burnett line; thence with same 18 poles to white oak and hickory R. L. Castel corner; thence with same W. 52-1/2 poles to a stone in said line; thence S. E. 32-1/2 poles to the beginning, containing 10 acres more or less.

Tract Number Two: Beginning in John Magers line running S. E. 10-1/4 poles to a stake; thence N. E. 15-3/4 poles Frank Keeth corner a hickory; thence N. 10-1/4 poles to Rigdon line; thence S.W. 13 poles to beginning, containing 4 acres more or less. Also road 8 feet wide on line between W. M. Mills and Frank Keeth.

Tract Number Three: Beginning R Black oak and hickory F.C. Gray and S.M. Mansfield corner; thence with Mansfield line N. 102 rods to stone same; thence South 26-1/2 rods to black oak; thence south 38 rods to a stone near Mills stock bar; thence South 26 to stone the Creek Cooks corner; thence S 70 E. 71 poles to the beginning, containing 30 acres more or less.

ALSO EXCEPTING THEREFROM the parcel conveyed to Emma E. Bellamy by deed dated 02/17/1998 and recorded 02/28/1998 in Book 238 page 296; said parcel being more particularly bounded and described as follows:

Beginning at set 5/8" rebar pin with cap (Being S 5° 32' 33" E 747.34 feet from intersection of Mayhew Road and Hwy 255 and S 7° 04' 56" W 41.34 ft from power pole) on the r/w of Hwy 255 (60' r/w)' a corner to Emma Bellamy (D/B 129, Pg 114); thence with line of Emma Bellamy, S 87° 53' 27" W 316.98 ft to a set 5/8" rebar pin with cap; thence N 9° 26' 49" W 253.31 ft to set 5/8" rebar pin with cap; thence S 88° 58' 15" E 344.99 ft to set 5/8" rebar pin with cap (being S 2° 37' 19" E 138.93 ft from power pole) on the r/w

of Hwy 255 (60' r/w); thence with said r/w S 4° 13' 31" E 113.25 ft; thence S 2° 25' 58" E 119.17 ft to the beginning, containing 1.827 acres more or less, according to actual survey dated January 19, 1998, Joe David Houchens, KLS #2649, See Plat Book 14, page 215.

TRACT 3: A certain tract of land lying on the waters of Gages Inking Creek one mile N.W. of Bon Ayr. It being north of the land owned and occupied by J.W. Magers. Bounded as follows: Beginning on a stone on north side Branch's corner to W. A. Bishop; thence N. 39-1/2 E. 37-1/2 poles to a stone; thence S. 47-3/4 E. 51-3/5 poles to a stone in Neville's line; thence N. 40 E. 80-5/2 poles to a hickory and white oak stump; thence N. 87 W. 15 poles to a stone; thence N. 60 W. 40 poles to a stone; thence N. 1 E. 12-4/5 poles to stone in the center of county road; thence N. 15-3/4 W. 57-1/2 poles to a stone in original Moore line; thence with same S. 50-3/4 W. 18-3/5 poles to a stone, corner to Tom Neagles; thence S. 19-3/4 E. 48-2/5 poles; thence S. 82 W. 95-2/5 poles to stone Bishop's corner; thence S. 13 W. 44-4/5 poles to a stone post oak his corner; thence S. 64 E. 66 poles to the beginning, containing 63 acres, more or less.

TRACT 4: A certain tract or parcel of land in Barren County, Kentucky, bounded as follows: Beginning on a Post Oak and hickory, corner to Sarah A. Lewis; thence with his line E. 120 poles to a stake, several bushes marked as pointers, his corner, thence with another of his lines S. 68 E. 68 poles to a black oak and two post oaks gums and. , his corner; thence with 65 poles to a stake in the original line; thence with same N. 73-1/2 W 124 poles to two white oaks and -----oak; thence N. 37 E 32 poles to a fern and poplar; thence 17 E. 34 poles to a ------; thence S. 52-1/2 W. 114 poles to a hickory; thence S. 1 NE 53 poles to the beginning, containing 77 acres.

EXCEPTING THEREFROM the land conveyed to Department of Highways by deed dated 01/15/1940 and recorded 01/25/1940 in Book 104 page 227; said parcel being more particularly bounded and described as follows:

A parcel of land lying and being in Barren County, Kentucky, and being a portion of the same tract of land conveyed to the part of the first part by Master Comm by deed bearing date the 10th day of Dec 1904, which is duly recorded in Deed Book No. 949 at page 538 in the office of the County Court Clerk of Barren County Kentucky, said parcel being described as follows: All that part of said tract or tracts which lies within a distance of thirty (30) feet on each side of center line of said public road, between approximate stations.

TRACT 5: A certain tract of land or parcel lying in County of Barren and state of Kentucky and on the waters of Sinking Creek adjoining J. H. Nevil, A. S. Greer and others, and bounded as follows: Beginning at a sweet gum Nevil's corner; thence S. 15 W. 34 poles to a sweet gum and poplar; thence S. 33 W. 30 poles to a white and Spanish oak; thence S. 80 E. 64 poles to small sweet and black gum in the original line; thence with said line N. 80 W. 48 poles to the beginning, containing twenty one acres and one road more or less.

TRACT 6: In Barren County, Ky., a certain tract of land lying on north of Bon Ayr on West side of Bon Ayr and Junction Road and being tract of land now owned and occupied by parties of first part and bounded as follows, to-wit: Beginning at a hickory in Scott's line; thence with Mansfield line N. 83-3/4 W. 46 poles to a stone in said line; thence 12-1/2 E. 58-2/5 poles to stone in Bellum line; thence S. 74-1/4 E. 26-1/2 poles to poplar in an old field; thence S. 89-1/2 E. 10 poles to stone in edge of old field; thence S. 2-3/4 W. 56 poles to beginning, containing 14-1/2 acres more or less.

TRACT 7: Beginning at 3 black oaks and small post oak at the intersection Billie Scott's line; thence with same S. 38 E. 97 poles to small dogwood 3 post oaks marked as pointers; thence with another of Settles line W. 50 poles to hickory and black oak pointers in Settles and Dishman Comm with another of Settles line 83-1/2 poles to beginning, containing 13 acres more or less.

TRACT 8: A certain tract of land on the waters of Sinking Creek on the north side of the new county road one mile north west of Bon Ayr and bounded as follows: Beginning on a stone in the center of said road, corner to Bryant Crumpton and thence with road S. 80-1/2 E. 33 poles N. 85-1/2 E. 1-3/5 poles to a stone in the center of the road; thence N. 10-3/4 E. 116 poles to a stone in Juda Shirley's line; thence N. 78-1/4 N. 7-1/4 poles to a stone; thence S. 50-1/4 W. 84-4/5 poles to a stone; thence S. 15-1/2 E. 57-1/2 poles to the beginning, containing 29 acres by survey.

TRACT 9: Beginning on oak hickory in original line; thence N. 50 poles to a Spanish oak, Bill Segar's corner; thence N. 72-1/2 W. 26 poles to a stone, Simon Settle corner; thence with his line 65 poles to post oak gum and dogwood, G.M. Lewis corner; thence with the new road to the beginning about 32 poles, containing eleven acres more or less.

TRACT 10: Beginning at two sweet gums, Dickensen's corner; thence with his line S. 12 W. 64 poles to a white oak in the original line; thence S. 79 E. 84 poles to a forked red oak, Dickensen's corner in the original line; thence with said line N. 38 poles to a stake and red oak and gum pointers; thence with Toney's fence, now Neville's line, N. 88 W. 19 poles to a red oak Toney's corner, now Neville's corner; thence with his line N. 10 W. 32-1/2 poles to a stone in the original line; thence with same N. 78 W. 40 poles to the beginning, containing 29-3/4 acres, more or less.

FURTHER LESS AND EXCEPTING FROM THE LAND THEREFROM, the 3.833 acre portion tract of land known as Tax Parcel No. 32-21E that is between Cumberland Parkway and Oak Grove Church Road in Barren County, Kentucky.

PIN: 32-17

Beginning at a stone at the junction of the Dripping Spring, Glasgow Junction and Rockey Hill roads; thence with the meanders of the Dripping Spring road, N 77-1/2 W 11 poles, S 65-3/4 W 24 poles; thence W 72-1/4 22-3/5 poles to a stone; corner to Simpson; thence with his line N 86 W 28-4/5 poles to a stone in original line; thence with the same S 81 W 8-4/5 poles to two post oak stumps, corner to Moore; thence S 37-1/2 E 40-2/5 poles to a poplar; thence East 10 poles to a stake at the edge of wood; thence along the woods N 4 1/4 E 36 4/5 poles to a stone; thence N 54-1/2 E 66-4/5 poles to a stone in the Glasgow Junction road; thence with the meanders of the road N 4 W 42, N 3/4 W 22 poles, N 17-3/4 E 46 poles to the beginning, containing 57-3/4 acres, more or less.

AND

A certain tract of land lying on the south side of Dripping Spring Road and bounded as follows, to-wit: Beginning at a stone in the center of said road and corner to W. S. Simpson; thence N 62-3/4 W 19 poles to a stone corner to Juda Shirley; thence S 25 W 79 poles to a stone, 10 N of W. S. Simpson line; thence parallel with said line and 1 pole north thereof, S 86-1/4 E 32-1/2 poles to a stone; S 2 E 57 poles to a stone

in H.T. Simpson's line; thence with same S $78-1/4 \to 17-1/4$ poles to a stone, his corner in Sam Bellamy's line; thence N $31\ 1/4 \to 42\ 3/5$ poles to a stone; thence N $38-1/4 \to 54-2/5$ poles to a stone; thence N $16-1/2 \to 45-3/4$ poles to the beginning, containing 22-3/4 acres, more or less.

EXCEPTING HOWEVER, and not conveyed herein but retained by the First Party, a plot described as follows: "Certain tract on the south side of the Dripping Springs Road, beginning at a stake in the Fisher-Bellamy Road right of way; thence north 45 15 W 75 ft. to a stake in the right of way; thence N 64 45 W 242.5 ft. to a corner with Shirley-Fisher corner in the right of way; thence S 25 W 360 ft. to a stake in Bellamy-Fisher corner on Shirley line; thence S 65 E 362 ft to a stake in Bellamy-Fisher corner; thence N 16 30 E 329 ft to the beginning, containing 2-3/4 acres, more or less.

PIN: 19-19

TRACT ONE: A certain tract of land lying on the north side of Sinking Creek one mile west of Bon Ayr and known as the George Gray Place, and bounded as follows, to-wit:

Beginning on a stone and post oak corner to Jobe Vance; thence S 69-1/2 W 63 poles to a walnut stump; thence S 18 E 99 poles to a stone; thence S 19 W 35-1/2 poles to the center of the creek; thence up the creek with its meanders S 37 E 7 poles, N 78 E 6 poles, N 51 E 3-1/2 poles N 5 W 12-1/4 poles, S 68 E 4 poles N 85 E 3-1/2 poles, N 8 E 3-3/5 poles, S 66 E 6-1/4 poles, N 30 E 4-3/5 poles, S 58 E 9 1/2 poles, N 30 E 27-3/5 poles to white hickories on the north side of the creek, N 14 W 8-3/5 poles, N 29 E 10-1/4 poles to hickory and sourwood; thence N 20 W 18-4/5 poles to a stone, thence N 32 E 27-3/5 poles to a black walnut; thence N 56-1/2 E 13-1/5 poles to a stone on south bank of creek; thence N 35 E 11-2/5 poles to stone Vance side of creek; thence N 56 E 22-2/5 poles to stone Burnetts corner; thence N 64 W 66 poles to the beginning, containing 50-1/3 acres, more or less.

TRACT TWO: A certain tract of land situated on the south side of the Lockhart Road in Bon Ayr Precinct and being the east side of 1st parties house tract, bounded as follows, to-wit:

Beginning on a stone in the center of said road corner to A. P. Bellamy; thence with the road S 86-3/4 W 28-3/4 poles to a stone in the center of said road; thence S 6 W 129 poles to a stone in said Bishop's line; thence N 69 E 27-2/5 poles to a post oak Rigdon's corner; thence N 12-1/2 E 44-3/4 poles to a stone Rigdon's & Bellamy's corner; thence N 5 E 76-4/5 poles to the beginning, containing twenty-two (22) acres, more or less.

TRACT THREE: A certain tract of land situate in Bon Ayr Precinct on the south side of the Lockhart Road and bounded as follows, to-wit:

Beginning on a hickory stump on said road corner to Carl Hampton; thence with his line in a southerly direction to a stone at a culvert another of his corners; thence in an easterly direction to a stone agreed corner in W. A. Bishop's line; thence with Bishop's line in a northerly direction to a stone his corner in aforesaid road; thence with road in a westerly direction to the beginning containing twenty-five acres more or less.

PIN: 32-17A

Beginning at the intersection of the west R/W line of Ky. Hwy. 255 with the south R/W line of Ky. Hwy. 1339 (Dripping Springs Road) said intersection being approximately 1.8 miles north of U.S. 68 Ky. 80 near Bon Aire in Barren County, Kentucky, thence with the south R/W line of Ky. Hwy. 1339 N 76° 52' 14" W. 48.31 feet, N 82° 49' 20" W. 56.34 feet, N 88° 00' 44" W. 42.18 feet, S 85° 07' 48" W. 38.72 feet, S 80° 21' 49" W. 43.32 feet, S 77° 56' 20" W. 80.31 feet, S 76° 23' 52" W. 185.07 feet, S 79° 26' 25" W. 75.81 feet, S 82° 22' 05" W. 81.09 feet, S 87° 43' 17" W. 78.42 feet, N 82° 54' 21" W. 93.36 feet and N 67° 52' 57" W. 86.21 feet to an iron pin; thence leaving the south R/W line of Ky. Hwy. 1339 S 10° 58' 07" W. 470.00 feet to an iron pin; thence S 75° 19' 15" E. 758.79 feet to an iron pin in the west R/W line of Ky. Hwy. 255; thence with the west R/W line of Ky. Hwy. 255 N. 08° 33' 12" E. 94.12 feet, N 12° 15' 38" E. 77.23 feet, N 14° 13' 26" E. 76.58, N 16° 40' 15" E. 79.49 feet, N 19° 10' 03" E. 61.77 feet, N 22° 32' 45" E. 77.50 feet, N 25° 50' 59" E. 79.21 feet and N 28° 00' 36" E. 190.12 feet to the beginning. Said tract contains 10.29 acres as surveyed by Ralph Anderson, Jr. R.L.S. # 1838 on April 28, 1988.

PIN: 19-17B

TRACT ONE: Beginning on a stone in the center of the school house road in front of a box house, thence N 79-1/2 W. 76 poles to a poplar stump on the south side of said road; thence S 11-1/2 #W 36 poles to a stone, Fisher's corner; thence N 81-1/2 W 56 poles to a persimmon, J.W. Pardue's corner; thence S 13 W 43-3/5 poles to a stone in the line corner to C. C. Britt, thence with the latter's line S 76-1/2 E 142 poles to a stone in Tobe Vance's line corner to C. C. Britt; thence N 6-1/2 E 90 poles to beginning containing sixty acres, more or less.

TRACT TWO: on both side of the Glasgow Jct. and Merry Oaks Road, it being a part of the James Burnett tract of land and bounded as follows: Beginning on a stone in the center of the schoolhouse road; corner to W. K. Britt, thence S. 6-1/2 W 55-2/5 poles to a stone in the center of the Glasgow Jct. Road; thence with same N 52 E 1-3/5 poles to a stone; thence S 4 W 2-2/5 poles to a stone; thence S 38-1/2 E 52 poles to a stone; thence N 17 E 75-1/2 poles to a hickory stump in the new road, thence N 71-1/2 W 16-4/5 to a stone in the old road, thence N 10-1/2 W 21-3/5 poles to a stone in the center of the Glasgow Jct. Road, thence with the same S 32 W 23 poles to a stone at the cross roads, thence N 78-1/2 W 30 poles to the beginning containing 24-3/4 acres, more or less.

LESS & EXCEPTING FROM THE LAND the following 0.702 acre tract of land, more particularly described as follows:

I certify that I have made a survey of the property of Mikel D. Bellamy and Mary Ann Bellamy, (Being a portion of Tract #2 of Deed Book 379 Page 651, recorded in the Office of the Barren County Clerk), located in Barren County Kentucky, and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "rebar and cap" is a set 5/8" rebar, eighteen (18") in length, with a plastic cap stamped "Richard Wood, P.L.S. 3609". All bearings stated herein are referred to the magnetic meridian as observed on October 25th, 2021, along the West line of the above described property:

BEGINNING at a set 1/2" rebar on the Right-of-Way of Millstown Road, (Right-of-Way Width Varies, Deed Book 185 Page 447), (Being located 45.37 feet from the center of said Millstown Road), a corner with Mark Bellamy, (Deed Book 210 Page 810, Deed Book 358 Page 123); THENCE with the line of Mark Bellamy, S 07 deg. 01 min. 52 sec. E 285.38 feet to a set 1/2" rebar on the Right-of-Way of Oak Grove Church Road, (60' Assumed Right-of-Way Width), a corner with Mark Bellamy; THENCE with the Right-of-Way of Oak Grove Church Road as it meanders:

N 73 deg. 26 min. 46 sec. W 64.34 feet

N 74 deg. 32 min. 57 sec. W 39.58 feet

N 75 deg. 59 min. 06 sec. W 123.68 feet

to a set 1/2" rebar with cap on the said Right-of-Way, at the intersection of Millstown Road, (Right-of-Way Width Varies, Deed Book 185 Page 447), (Being located 15.00 feet from the center of said Millstown Road);

THENCE with the Right-of-Way of Millstown Road, N 34 deg. 39 min. 46 sec. E 91.30 feet to a set 1/2" rebar with cap on said Right-of-Way, (Being located 15.00 feet from the center of said Millstown Road);

THENCE N 44 deg. 34 min. 02 sec. E 76.94 feet to a set 1/2" rebar with cap on said Right-of-Way, (Being located 30.00 feet from the center of said Millstown Road);

THENCE N 39 deg. 53 min. 11 sec. E 123.15 feet to the POINT OF BEGINNING and CONTAINING 30,570 SQUARE FEET or 0.702 ACRES, more or less according to survey by Richard Wood, P.L.S. #3609, Pride Land Surveying Inc., dated November 9th, 2021.

Plat recorded in Plat Book 21, Page 731 in the office of the Barren County Clerk, Glasgow, Kentucky.

INCLUDED IN THIS CONVEYANCE is a 1985 Schultz Citation Mobile Home, VIN #M207241.

AND BEING the same property conveyed to Jonathan Bellamy, from Mikel Bellamy and Mary Ann Bellamy, husband and wife, by Deed dated December 21, 2021, of record in Deed Book 410, Page 825, in the office of the Barren County Clerk.

TRACT THREE: Beginning on a stone in the center of Glasgow Jct. Merry Oaks Road corner to Charles Burnett, thence with his lines S 71 E 8-4/5 poles to a stone his corner, thence with another of his lines S 79 E 40-2/5 C poles to a stone West of a sweet Gum, Simpson's corner, thence with his lines N 13 E 26-1/2 poles to a stone; thence 7-1/2 E 12 poles to a stone on a branch, thence N 11-1/2 E 11-1/5 poles to a stone, thence 6-1/2 E 20 poles to a stone W.K. Britt's corner to Simpson's line, thence with the center of said "______" and the meanders of same southerly to the beginning containing 18 acres more or less.

PIN: 32-21B

Beginning at set 5/8" rebar pin with cap (Being S 5° 32' 33" E 747.34 feet from intersection of Mayhew Road and Hwy 255 and S 7° 04' 56" W 41.34 ft from power pole) on the r/w of Hwy 255 (60' r/w)' a corner

to Emma Bellamy (D/B 129, Pg 114); thence with line of Emma Bellamy, S 87° 53' 27" W 316.98 ft to a set 5/8" rebar pin with cap; thence N 9° 26' 49" W 253.31 ft to set 5/8" rebar pin with cap; thence S 88° 58' 15" E 344.99 ft to set 5/8" rebar pin with cap (being S 2° 37' 19" E 138.93 ft from power pole) on the r/w of Hwy 255 (60' r/w); thence with said r/w S 4° 13' 31" E 113.25 ft; thence S 2° 25' 58" E 119.17 ft to the beginning, containing 1.827 acres more or less, according to actual survey dated January 19, 1998, Joe David Houchens, KLS #2649, See Plat Book 14, page 215.

PIN: 32-16

Beginning at a stake in a fence corner 20' North of Center Line of Millstown Road and Property line corner to J.R. Brides Estate; thence a line running 20' North of and parallel to Center line of said Road; thence N 53-30' W. 282.0 feet; N 60-15' W. 441.0 feet; N 58-00' W. 403 feet to a 30" White Oak; thence N 59-00' W. 131.5 feet to a fence corner 20' North of Center line of Millstown Road, a property line corner to Ernest Shirley; thence with Ernest Shirley line (crossing center line of land pond at 75'); thence N 11-10' E. 878.0 feet to a corner (Another corner) to Shirley; thence North 75-30' W. 473.5 feet to a fence corner, Shirley's corner in Waldrop Bro's line; thence with Waldrop Bro's line N 9-30' E. 262 feet to a 30' White Oak on East side of Barren County No. 603 Road; thence with the East right of way of said road, N 43-30' E. 254.5 feet, N 35-45' E. 155.0 feet, N 26-15'E. 159.00 feet, N 18-45' E. 100.00 feet, N 17-00' E. 149.0 feet to 12" Black Oak; thence N 11-30' E. 130.00 feet, N 15-15' E. 300.00 feet to fence corner in East right of way of County Road and property line corner to James H. Bridges Estate; thence with James H. Bridges Estate line S 89-00' E. 559.5 feet to fence corner, another corner to James H. Bridges Estate; S 9-00' W. 835.5 feet to a fence corner; S 76-00' E. 630.00 feet to 24" Hickory, another corner to James H. Bridges Estate; thence S 14-35' W. 736 feet to fence corner 5' North of 36" Maple; thence S 77-30' E. 200.0 feet, S 79-15' E. 267.0 feet to fence corner at a gate, a property line corner to J.R. Bridges Estate in James H. Bridges Estate Line; thence with J.R. Bridges Estate line S 23-15' W. 525.0 feet, S 23-30' W. 808.0 feet, to the point of beginning.

EXCEPTING THEREFROM the parcel conveyed to Kameron Bellamy by deed dated 04/18/2022 and recorded 04/19/2022 in Book 412 page 581; said parcel being more particularly bounded and described as follows:

Being a certain tract of land lying on the Southeast side of the Millstown Road. Located in the Park City Community of Barren County, KY. Being a portion of the property of Jonathan Bellamy (Deed Book 379, page 646, Tract No. 2 recorded in the office of Barren County Clerk) and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 1/2 inches in diameter, eighteen inches in length with yellow plastic cap stamped J. Leftwich PLS NO. 3013. Bearing used to begin survey taken from GPS observation dated 04-01-2022.

Beginning at a set 1/2" rebar 20 ft. Southeast of the center of the Millstown Road (40' r/w) a new corner to Jonathan Bellamy (Deed Book 379, page 646), located N 44° 01' 03" E 155.28 ft. from a corner post 22 ft. from center of road and N 23° 44' 54" E 384.36 ft. from a corner post found; thence with the r/w N 46° 10' 38" E 58.18 ft.; thence N 43° 24' 58" E 47.35 ft.; thence N 40° 45' 59" E 55.54 ft. to a set 1/2" rebar a new

corner to Jonathan Bellamy (Deed Book 379, page 646); thence severing Bellamy with four new line S 44° 13' 28" E 212.86 ft. to a set 1/2" rebar; thence S 14° 14' 20" W 183.48 ft. to a set 1/2" rebar; thence N 55° 44' 50" W 135.81 ft. to a set 1/2" rebar; thence N 36° 35' 39" W 170.88 ft. to the beginning containing 1.02 acres more or less as surveyed by Joe R. Leftwich, PLS #3013 with Leftwich Land Surveying Inc. on 04/01/2022. This property is subject to any r/w's or easements. Plat of record in Plat Book 21, page 812 office of the Barren County Clerk.

PIN: 32-16C

Being a certain tract of land lying on the Southeast side of the Millstown Road. Located in the Park City Community of Barren County, KY. Being a portion of the property of Jonathan Bellamy (Deed Book 379, page 646, Tract No. 2 recorded in the office of Barren County Clerk) and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is 1/2 inches in diameter, eighteen inches in length with yellow plastic cap stamped J. Leftwich PLS NO. 3013. Bearing used to begin survey taken from GPS observation dated 04-01-2022.

Beginning at a set 1/2" rebar 20 ft. Southeast of the center of the Millstown Road (40' r/w) a new corner to Jonathan Bellamy (Deed Book 379, page 646), located N 44° 01' 03" E 155.28 ft. from a corner post 22 ft. from center of road and N 23° 44' 54" E 384.36 ft. from a corner post found; thence with the r/w N 46° 10' 38" E 58.18 ft.; thence N 43° 24' 58" E 47.35 ft.; thence N 40° 45' 59" E 55.54 ft. to a set 1/2" rebar a new corner to Jonathan Bellamy (Deed Book 379, page 646); thence severing Bellamy with four new line S 44° 13' 28" E 212.86 ft. to a set 1/2" rebar; thence S 14° 14' 20" W 183.48 ft. to a set 1/2" rebar; thence N .55° 44' 50" W 135.81 ft. to a set 1/2" rebar; thence N 36° 35' 39" W 170.88 ft. to the beginning containing 1.02 acres more or less as surveyed by Joe R. Leftwich, PLS #3013 with Leftwich Land Surveying Inc. on 04/01/2022. This property is subject to any r/w's or easements. Plat of record in Plat Book 21, page 812 office of the Barren County Clerk.

PIN: 32-16A

Beginning at a 36-inch white oak at a fence corner on the side of a branch about two miles southwest of Park City, Barren County, KY., a corner with Paul Waldrop; thence with the original lines, S 47-1/4 W 32 poles to a stone; thence S 10 W 13 poles to three gums; thence East crossing the road 50 poles to a stone; thence S 8-1/2 W 50-15 poles to a stone, J.R. Bridges corner; thence S 77 E 28 poles to a hickory his corner; thence S 15 W 44 poles to a stone, sugar tree pointer; thence S 77 E 28-1/2 poles to a stone; thence with his line, N 11-1/4 E 180 poles to a post oak with red oak on north side pointer; thence N 56 E 6 poles to a stone on the south side of the old county road leading to Bon-Ayr; thence N 8 W 12.8 poles to a stake on the West right of way line of Kentucky Highway 255; thence with said right of way line N 20 45 W 1.5 poles to a point in the center of County Road No. 603; thence with the centerline of said County Road, S 45 15 W 11.2 poles S 59 45 W 14.7 poles, S 72 45 W 66.4 poles, S 41 45 W 26 poles; thence leaving said road, N 26 50 W 2.5 poles to the beginning, containing about 72.5 acres, more or less.

HOWEVER THERE IS EXCEPTED AND NOT CONVEYED HEREIN a 2.69 acre tract of land theretofore conveyed by Roy E. Fox and Lina B. Fox to B. G. Waldrop and his wife, Suzanne Waldrop, by deed dated August 31, 1968 and recorded in Deed Book 181, Page 188 in the office of the Barren County Court Clerk, and said 2.69 acres being more particularly described as follows:

Beginning at a 14" gum, a corner to Waldrop; thence with his line S 14° 30' W 368 feet to two 10" gums, a corner to Waldrop; thence with new line of Waldrop 3 86° 15' E 230 feet to a fence post on the West right of way of County Road No. 603 (40' right of way); thence with the west right of way of said road N 23° 30' E 200 feet to a fence post on the west right of way; thence N 23° 00 E 200 feet to a fence post on said west right of way; thence N 16° 30' E 83 feet to a fence post on said right of way; thence leaving the road and with new line of Waldrop N 15° 00' W 116 feet to a stake near a 36" white oak; thence S 42° 00' W 202 feet to a point in fence; thence S 75° 30" W 153 feet to the beginning, containing 2.69 acres, more or less.

PIN: 32-16B

10.000 acres, as same is shown and delineated by Minor Plat of property of Emma Bailey, unmarried, et al., dated May 11, 1998 which is approved and filed of record June 4, 1998 at 1:03 P.M., Plat Book 14, Page 468, office of Barren County Court Clerk, and being more particularly described as follows:

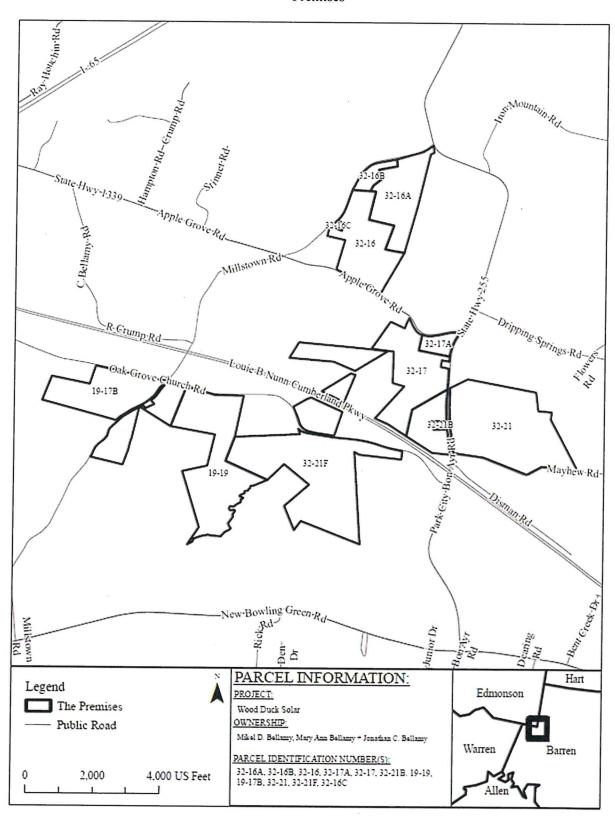
Beginning at set 5/8" rebar pine on the South side of Millstown Road #1419 (40' r/w) in the Property of Emma Bellamy D.B. 129 P. 114 (said pin being referenced S 66° 33' 35" W 980.11 feet from the intersection of Millstown Road #1419 and Highway #252 and S 19° 10' 15" W 8.71 feet from a 30" apple

tree on the r/w Millstown Road #1419); thence severing the land of Emma Bellamy 6 line with set 5/8" rebar pins each corner S 3° 50' 26" E 202.20 feet; S 78° 10' 56" W 461.00 feet; S 21° 44' 44" E 264.31 feet; S 46° 45' 17" W 325.00 feet; S 23° 41' 43" W 208.75 feet to a set 5/8 rebar pin in the fence; thence running with existing fence N 84° 27' 01" W 434.99 feet to a set 5/8" rebar pin 1' from corner fence post on the r/w of Millstown Road (Hwy. 1419) (40' r/w), a corner to Emma Bellamy (D.B. 129 Pg. 114); thence with said r/w, N 22° 55' 10" E 44.49 feet; thence N 24° 08' 48" E 59.69 feet; thence N 26° 01' 00" E 59.96 feet; thence N 27° 40' 52" E 145.27 feet; thence N 25° 02' 08" E 70.30 feet; thence N 21° 10' 29" E 97.59 feet; thence N 26° 09' 56" E 39.05 feet; thence N 33° 57' 29" E 34.62 feet; thence N 40° 59' 57" E 160.84 feet; thence N 41° 39' 58" E 50.71 feet; thence N 44° 24' 23" E 59.29 feet; thence N 48° 59' 44" E 52.22 feet; thence N 53° 22' 34E 44.97 feet; thence N 60° 11' 07" E 49.19 feet; thence N 66° 55' 40" E 49.53 feet; thence N 72° 41' 00" E 57.95 feet; thence N 76° 18' 07" E 67.97 feet; thence N 79° 10' 27" E 222.24 feet; N 78° 24' 41" E 164.72 feet; N 78° 21' 44" E 11.00 feet to the beginning, containing 10.000 acres, more or less, according to actual survey dated May 11, 1998, by Pride Engineering & Land Surveying, Inc., Joe David Houchens, RLS No. 2649.

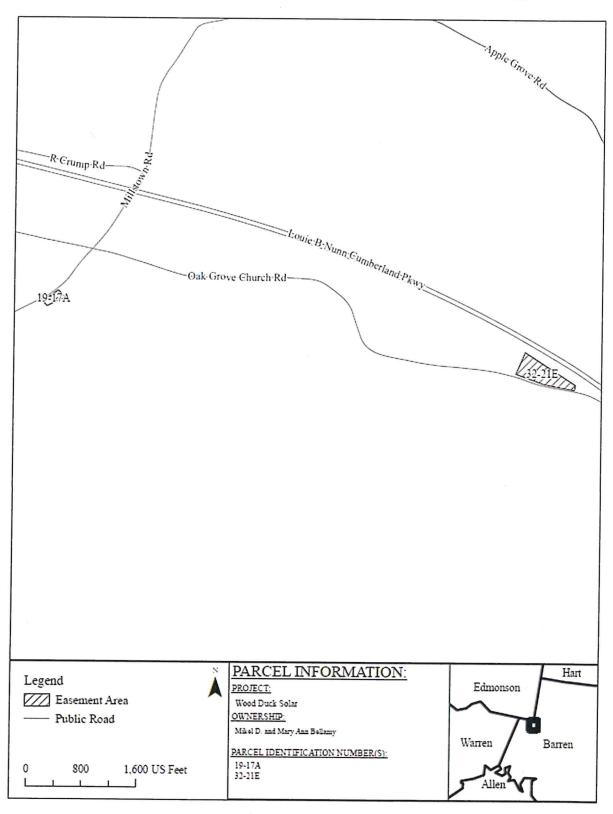
(End of legal description)

Exhibit B

Premises



 $\underline{\textbf{Exhibit C}}$ Depiction of Easement Area for Tax Parcel Nos. 19-17A and 32-21E



FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT (this "First Amendment") is made and entered into this 23rd day of Yugust, 2023 (the "First Amendment Effective Date"), by and between MARK BELLAMY ("Landlord") and WOOD DUCK SOLAR LLC, a Kentucky limited liability company (herein called "Tenant"). Landlord and Tenant may collectively be referred to as the "Parties".

BACKGROUND

A. Tenant and Landlord entered into a Solar Ground Lease Agreement (the "Lease") dated June 2, 2022, together with a Memorandum of Solar Ground Lease Agreement dated June 2, 2022, recorded August 16, 2022 in the Official Records of Barren County, Kentucky, as Document No. 447661, for real property located in Barren County, Kentucky for the leasing of a portion of those certain tracts of real estate with Tax Parcel Nos. 19-10 and 19-2 containing approximately 216.83 acres together with all rights of way and easements appurtenant thereto, and together with all, if any, buildings, structures and other improvements located thereon and all fixtures attached or affixed, actually or constructively, thereto or to any such buildings, structures or other improvements (all of which is hereinafter collectively called the "Property").

B. Tenant and Landlord desire to amend the Lease to correct a scrivener's error in the approximate amount of acres for Tax Parcel Nos. 19-10 and 19-2.

NOW, THEREFORE, Tenant and Landlord, in consideration of the mutual promises and covenants contained in this First Amendment and in the Lease, and intending to be legally bound by the terms of this First Amendment, agree to amend the Lease as follows:

1. <u>Defined Terms</u>. All capitalized terms used and not defined herein shall have the meanings assigned to those terms in the Lease.

2. Land.

(a) Tax Parcel Nos. 19-10 and 19-2 contain approximately 234.707 acres. All references in the lease to Tax Parcel Nos. 19-10 and 19-2 containing approximately 216.83 shall be deleted and replaced with Tax Parcel Nos. 19-10 and 19-2 contain approximately 234.707 acres.

3. Miscellaneous.

- (a) Waiver. No failure or delay by a party to insist upon the strict performance of any term, condition or covenant of this First Amendment, or to exercise any right, power or remedy hereunder shall constitute a waiver of the same or any other term of this First Amendment or preclude such party from enforcing or exercising the same or any such other term, conditions, covenant, right, power or remedy at any later time.
- (b) <u>Governing Law</u>. This First Amendment shall be construed and governed by the laws of the State of Kentucky.
- (c) <u>Authority</u>. This First Amendment shall be binding upon and inure to the benefit of the Parties, their respective heirs, legal representatives, successors and assigns. Each party hereto warrants that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this First Amendment.

- (d) Entire Agreement; No Amendment. This First Amendment constitutes the entire agreement and understanding between the Parties with respect to the subject of this First Amendment and shall supersede all prior written and oral agreements concerning this subject matter. This First Amendment may not be amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of Tenant and Landlord. Each party acknowledges that it has read this First Amendment, fully understands all of this First Amendment's terms and conditions, and executes this First Amendment freely, voluntarily and with full knowledge of its significance. Each party to this First Amendment Amendment freely, voluntarily and with full knowledge of its significance.
 - (e) <u>Severability</u>. If any provision of this First Amendment or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this First Amendment and the application of such provision to other persons or circumstances, other than those to which it is held and the application of such provision to other persons or circumstances, other than those to which it is held invalid, shall not be affected and shall be enforced to the furthest extent permitted by law. In the event of a invalid, shall not be affected and shall be enforced to the furthest extent permitted by law. In the event of a conflict between the terms of the Lease and this First Amendment, the terms of the Amendment shall govern.
 - (f) <u>Counterparts</u>. This First Amendment may be executed in counterparts and in facsimile or by electronic copy, and such counterparts together shall constitute but one original of the Amendment. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it.
 - (g) <u>Agreement to Perform Necessary Acts.</u> Each party agrees that upon demand, it shall promptly perform all further acts and execute, acknowledge, and deliver all further instructions, instruments and documents which may be reasonably necessary or useful to carry out the provisions of this First Amendment.
 - (h) <u>Captions and Headings</u>. The titles or headings of the various paragraphs hereof are intended solely for convenience of reference and are not intended and shall not be deemed to modify, explain or place any construction upon any of the provisions of this First Amendment.
 - (i) <u>Ratification</u>. Except as specifically amended above, the Lease is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed and shall constitute the legal, valid, binding and enforceable obligations of Landlord and Tenant. In the event of any conflict or inconsistency between the provisions of the Lease and this First Amendment, this First Amendment shall govern and control.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGES FOLLOWS.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute, seal and deliver this First Amendment, all as of the First Amendment Effective Date.

LANDLORD:

Mark Bellamy

TENANT:

WOOD DUCK SOLAR LLC, a Kentucky imited liability company

By: _ Name: _

Title:

FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT (this "First Amendment") is entered into on Solar ly 12022 (the "First Amendment Effective Date"), by and between SAVERS STORAGE LLC, a Kentucky limited liability company ("Landlord") and WOOD DUCK SOLAR, LLC, a Kentucky limited liability company ("Tenant"). Landlord and Tenant are also each hereinafter referred to individually as a "Party" or, collectively, the "Parties".

RECITALS

- A. Landlord and Tenant are parties to that certain Solar Ground Lease Agreement dated and effective October 7, 2001, (the "Lease") for real property located in Barren County, Kentucky, as depicted in Exhibit A attached to the Lease (the "Land").
- B. Landlord and Tenant desire to amend the Lease on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used and not defined herein shall have the meanings assigned to those terms in the Lease.
- 2. <u>Use and Occupancy</u>. Section 7 of the Lease is hereby deleted in its entirety and replaced as follows:

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 and ancillary equipment and structures (including, without limitation, underground and above-ground collection and transmission lines, substations, control buildings, operations and maintenance buildings, laydown yards), roads, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (including, without limitation, the Easements across the Premises set forth in Section 29) (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.

3. <u>Effectiveness of this First Amendment</u>. This First Amendment is effective upon receipt of this fully executed First Amendment by Landlord and Tenant.

- 4. <u>Counterparts</u>. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.
- 5. <u>Effect</u>. Except as specifically amended above, the Lease is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed and shall constitute the legal, valid, binding and enforceable obligations of Tenant and Landlord. In the event of any conflict or inconsistency between the provisions of the Lease and this First Amendment, this First Amendment shall govern and control.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the First Amendment Effective Date.

LANDLORD:

Savers Storage LLC, a Kentucky limited liability company

Name: Or. Troy A. Robertsor

Title: Menber

TENANT:

Wood Duck Solar LLC, a Kentucky limited liability company

By: Name: Tuck GEY: FCG