

Appendix C

PROPERTY LEGAL BOUNDARIES

Lost City Renewables LLC

Muhlenberg County, Kentucky

DEED

THIS DEED, made and entered into this 12 day of July, 2013,
by and between Linda Belle Stover and husband, Robert Stover, of 4218 Lincoln
Road, Indianapolis, IN 46228, parties of the first part, and Stetson Atcher and wife,
Kari Atcher, of 245 Whispering Hills Lane, Greenville, Ky 42345, parties of the
second part;

WITNESSETH: That for and in consideration of the sum of One Hundred
Twenty Thousand Dollars (\$120,000.00) cash in hand paid, the receipt of which is
hereby acknowledged, the parties of the first part do hereby bargain, sell and convey
unto the parties of the second part for their joint lives, with remainder in fee simple
to the survivor of them, his or her heirs and assigns forever, the following described
property situated in Muhlenberg County, Kentucky, and being more particularly
described as follows:

Beginning at an, iron pipe (found) in the East right-of-way of Highway 949
and the East right-of-way of Union Ridge Road and being the Southwest
corner of a lot now owned by Stella Mallory; thence with the old line North
77-01-45 East, 735.84 feet to a corner stone; thence South 20-24-38 East,
204.77 feet to a corner stone; thence North 54-36-12 East, 472.22 feet to a
corner stone; thence North 58-50-08 East, 1230 .72 feet to an iron pin
(found) stamped 2102 in a stump on the East edge of an old road; thence
South 30-10-00 East; 213.90 feet to an iron pipe (found) in the old road;
thence South 21-26-18 East, 1350.05. feet to an iron pipe (found); thence
south 02-34-31 East, 76.39 feet to a metal stake; thence South 08-49-10 East,
143.16 feet to a metal stake; thence South 04-16-39 East, 244.20 feet to a
metal stake; thence South 06-12-30 East 244.99 feet to a metal stake; thence
South 05-18-55 East, 275.83 feet to a metal stake; thence South 05-37-20
East, 257.81 feet to a metal stake ,thence South 04-17-10 East, 142.85 feet to
an iron pipe (found) in a drain; thence South 83-36-38 West, 542.40 feet to
an iron pipe (found) ; thence South 40-37-54 West, 176.28 feet to a corner
stone, thence North 59-42-42 West; 682.99 feet to a corner stone, thence
North 87-58-30 West, 933.68 feet to an iron pin (set) in the East right-of-way
of Highway 949; thence crossing said highway South 88-75-13 west, 84.70

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feet to an iron pin (found) stamped 2212 in the West right-of-way of Highway 949; thence with said right of-way North 42-16-01 West, 243.61 feet to an iron pin (found) stamped 2212 in the South right-of-way of Shady lane, thence with said lane South 55-07-11 west, 316.85 feet; to an iron pin (found) stamped 2212; thence North 63-43-51 West, 41.77 feet to an iron pin (found) stamped 2474; thence North 87-42-27 West, 918.69 feet to corner stone and rebar; thence North 61-32-53 West, 830.80 feet to a corner stone; thence North 61-24-58 West, 526.29 feet to a metal post; thence North 86-15-55 West, 536.50 feet to a iron pin (set); thence South 69-21-12 West, 785.40 feet to a corner stone; thence North 39-31-28 East, 374.39 East to an 18 inch oak; thence North 33-49-30 East, 491.96 feet to a metal gas line marker; thence North 32-54-03 East, 252.60 feet to a 30 inch oak; thence North 34-28-38 East; 349.47 feet to a fence post; thence North 32-56-11 East, 121.49 feet to a cross tie in fence line; thence North 32-16-17 East, 383.53 feet to an iron pipe (found); thence North 14-50-10 West, 76.24 feet to an iron pin (set); thence North 70-57-06 East, 218.11 feet to an iron pin (set) in the South right-of-way of Highway 949; thence crossing said highway North 70-57-11 East, 118.32 feet to an iron pin (set) in the North right of way of Highway 949; thence with an old abandoned road the following six (6) calls: North 70-43-50 East, 58.20 feet; North 63-13-21 East, 203.80 feet; North 39-08-51, East, 71.40 feet; North 64-56-21 East, 120.00 feet; South 87-42-49 East, 310.20 feet and North 79-46-24 East, 647.05 feet to the center of the Union Ridge Road; thence with the centerline of the Union Ridge Road the following five (5) calls: South 41-19-38 East 110.26 feet; South 33-05-41 East, 114.92 feet, South 21-40-33 East, 85.22 feet; South 15-41-52 East, 122.86 feet; South 17-11-23 East, 111.30 feet and South 23-01-48 East, 314.48 feet; thence South 30-18-32 East, 68.11 feet to the beginning containing 252.5 acres, less the right-of-way of Highway 949, Union Ridge Road and the Wood's Cemetery, pursuant to survey by Douglas Hatfield, L.S. #2212, dated May 6, 1998, and being of record in Plat Cabinet 0, Slide #350.

Reference is made to Deed Book 216, page 39, for the roadway easement; Deed Book 229, page 287 for the transmission line easement; Deed Book 292, page 220, for the cemetery rights and roadway, all being within the peripheral boundary of the survey.

EXCEPTION ONE: There is excepted and not conveyed herein the following described tract which was conveyed to Wayne S. Charbonneau and wife, Chantal K. Charbonneau in Deed Book 538 page 321:

A certain tract or parcel located on the west side of Kentucky Highway 949 approximately 1.75 miles east of the community of Penrod in Muhlenberg County, Kentucky and being more specifically described as follows:

Unless stated otherwise, any monument referred to herein as a "set iron pin" is a 5/8" diameter rebar, 18" in length set with an orange plastic cap stamped "PLS #2939". All bearings stated herein are referred to the south line of the

Stella Mallory property as described of a plat prepared by Douglas M. Hatfield "PLS #2212" for the Linda Stover property, which is described in Deed Book 406 Page 707 at the Muhlenberg County Court Clerk's Office.

Beginning at an iron pin set, approximately 1586 feet north from Shady Lane, at a culvert, said iron pin also being on the west right-of-line of KY Hwy 949; thence along the west right-of-way line of said KY Hwy 949 the following two (2) calls: Thence along a curve to the right having a radius of 589.20 feet and an arc distance of 148.23 feet to a point on the west right-of-way line of said KY Hwy 949; South 18 degrees 42 minutes 58 seconds East, a distance of 253.39 feet to an iron pin set on the west right-of-way line of said KY Hwy 949; thence severing the Linda Stover property recorded in Deed Book 406, Page 707, of which this description is a part, the following five (5) calls: South 71 degrees 51 minutes 10 seconds West, a distance of 873.03 feet to an iron pin set in the said Linda Stover property; North 17 degrees 40 minutes 14 seconds West, a distance of 598.21 feet to an iron pin set on the north side of a ditch in the said Linda Stover property; North 81 degrees 11 minutes 32 seconds East, a distance of 142.54 feet to an iron pin set on the north side of a ditch in the said Linda Stover property; North 85 degrees 51 minutes 00 seconds East, a distance of 284.91 feet to an iron pin set on the north side of a ditch in the said Linda Stover property; North 85 degrees 33 minutes 26 seconds East, a distance of 446.14 feet to the point of beginning, containing 10.000 acres and being subject to all legal written and unwritten easements and right of way. This description was prepared from a physical survey conducted under the direction of Bruce K. Bailey, PLS #2939 on July 7, 2008.

EXCEPTION TWO: There is further excepted the following described tract which was conveyed to Wayne S. Charbonneau and wife, Chantal K. Charbonneau, by deed recorded in Deed Book 538, page 421, in the office of the Clerk of the Muhlenberg County Court:

Unless stated otherwise, any monument referred to herein as a "set iron pin " is a 5/8" diameter rebar, 18' in length set with an orange plastic cap stamped "PLS #2939". All bearings stated herein are referred to the South line of the Stella Mallory property as described on a plat prepared by Douglas M. Hatfield "PLS #2212" for the Linda Stover property, which is described in Deed Book 406, page 707 (now Deed Book 460, page 241) at the Muhlenberg County Court Clerk's Office.

Beginning at an iron pin set, approximately 1185 feet North from Shady Lane on the West right-of-way line of Kentucky Highway 949; thence along the West right-of-way line of said Kentucky Highway 949, S 17-40-24 E, a distance of 498.98 feet to an iron pin set on the West right-of-way line of said Kentucky Highway 949; thence along the South side of a creek and severing the Linda Stover property recorded in Deed Book 406, page 707, of which this description is a part, the following three (3) calls: S 71-51-10 W, passing

an iron pin set on line at 618.62 feet and a total distance of 873.06 feet to an iron pin set on the South side of a creek and in the said Linda Stover property; N 17-40-14 W, a distance of 498.98 feet to an iron set in the said Linda Stover property; N 71-51-10 E, a distance of 873.03 feet to the point of beginning, containing 10.00 acres, pursuant to survey by Bruce K. Bailey, PLS #2939 on July 7, 2008 and being subject to all legal written and unwritten easements and rights-of-way.

EXCEPTION THREE: There is further excepted the following described tract which was conveyed to Wanda Mallory by deed dated July 28, 2009, and recorded in Deed Book 543, page 770, in the office of the Clerk of the Muhlenberg County Court.

A certain tract or parcel located on the East side of Kentucky Highway 949 approximately 1.75 miles east of the community of Penrod in Muhlenberg County, Kentucky, and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set iron pin" is a 5/8" diameter rebar, 18" inches in length set with an orange plastic cap stamped "PLS #2939". All bearings stated herein are referred to the south line of Stella Mallory as described on a plat prepared by Douglas M. Hatfield "PLS 2212" for the Linda Stover property, which described in Deed Book 406, Page 707 at the Muhlenberg County Court Clerk's Office.

Beginning at a point in the east right-of-way line of Kentucky Highway 949, said point also being in the southwest corner of the Stella M. Mallory property recorded in Deed Book 330 Page 241; thence with the south line of the said Mallory property, North 77 degrees 01 minutes 45 seconds East, passing a 1" iron pipe a distance of 11.84 feet and a total distance of 281.18 feet to a stump in the south line of the said Mallory property; thence severing the Linda Belle Stover property, which this description is a part, recorded in Deed Book 406, page 707, South 52 degrees 23 minutes 47 seconds West, a distance of 266.89 feet to an iron pin set in the east right-of-way line of the said Highway; thence with the east right-of-way line of said Highway along a curve to the left having a radius of 710.36 feet, an arc distance of 117.87 feet to the point of beginning, containing 0.3546 acres or 15,447 square feet and being subject to all legal written and unwritten easements and rights of way. This description was prepared from a physical survey conducted under the direction of Bruce K. Bailey, PLS #2939 on December 5, 2007

EXCEPTION FOUR: There is further excepted the following described tract which was conveyed to Frank Richards and wife, Sheila Richards, by deed dated Feb. 12, 2012, and recorded in Deed Book 557, page 47, in the office of the Clerk of the Muhlenberg County Court.

Being a description of a part of the Robert and Linda Belle Stover property located on Highway 949 East of Penrod, Kentucky, and more particularly

described as follows:

Beginning at an iron pin (found) stamped LS 2939 in the North right of way of Highway 949, seven hundred feet Southeast of its intersection with Union Ridge Road and being the Southwest corner of property now owned by Jerry M. Wilkinson (DB 533 pg 239); thence with the South line of Wilkinson the following (8) eight calls: North 78 19 30 East 255.42 feet to an iron pin (found) stamped LS 2939; North 81 15 54 East 74.51 feet to an iron pin (found) stamped LS 2939; South 68 36 07 East 58.98 feet to an iron pin (found) stamped LS 2939; North 76 57 08 East 86.44 feet to an iron pin (found) stamped LS 2939; North 60 58 16 East 47.53 feet to an iron pin (found) stamped LS 2939; North 82 11 01 East 70.81 feet to an iron pin (found) stamped LS 2939; North 26 30 19 East 93.15 feet to an iron pin (found) stamped LS 2939 and North 76 58 45 East 1077.18 feet to an iron pin (found) stamped LS 2939 at the Southeast corner of the Wilkinson property; thence with the East line of same North 13 00 59 West 762.54 feet to an iron pin (found) stamped LS 2939 in the old line of which this is a part and being the Northeast corner of Wilkinson; thence with the old North line North 58 50 08 East 597.26 feet to an iron pin (found) stamped LS 2102 in the old East line and the West line of property now owned by Lloyd Bryant, Gary Embry and Scott Flener (DB 553 pg 715); thence with the West line of same and the East line of which this is a part the following (6) six calls: South 30 10 00 East 213.90 feet to an iron pipe (found); South 21 26 18 East 1350.05 feet to an iron pipe (found); South 02 34 31 East 76.39 feet to a metal stake (found); South 08 49 10 East 143.16 feet to a metal stake (found); South 04 16 39 East 244.20 feet to a metal stake (found) and South 06 12 30 East 244.99 feet to a metal stake (found); thence with a new division line South 86 56 20 West 2029.06 feet to an iron pin (set) at the new Southeast corner of the Wood's Cemetery; thence with the new East line of Cemetery North 00 32 06 West 216.45 feet to an iron pin (set) at the new Northeast corner of said Cemetery; thence with the new North line of Cemetery North 82 23 20 West 492.67 feet to an iron pin (set) in the East right of way of Highway 949; thence with said right of way North 17 38 59 West 526.10 feet to the beginning, containing 71.45 acres.

EXCEPTION FIVE: There is further excepted the following described property which was conveyed to Wood Cemetery by deed dated February 10, 2012, recorded in Deed Book 557, page 222, in the office of the Clerk of the Muhlenberg County Court:

Beginning at an iron pin (set) in the East right-of-way of Highway 949 thirty feet from its center and being 178.00 feet South of the centerline of the gravel road to the Wood Cemetery; thence with said right-of-way North 20-30-32 West, 324.12 feet to an iron pin (set); thence with a new division line South 82-23-20 East, 492.67 feet to an iron pin (set) 20.00 feet East of a stone at the original Northeast corner of the existing cemetery; thence South 00-32-06 East, 216.45 feet to an iron pin (set); thence South 86-40-36 West, 377.43

feet to the beginning containing 2.55 acres.

The above being the same property reserved in Deed Book 292, page 220, being a family cemetery of approximately 0.85 acres, together with a roadway thereto, with the description of the cemetery, roadway and limitations on mining, to which reference is made for the exact terms thereof and also being a part of the same property conveyed to Linda Belle Stover and husband, Robert Stover, and survivor, by Grace Wood, a widow, and Linda Belle Stover and husband, Robert Stover, by deed dated April 26, 1991, and of record in the Office of the Clerk of Muhlenberg County, Kentucky, in Deed Book 406, page 707.

EXCEPTION SIX: There is further excepted the following described property which was conveyed to Jerry M. Wilkinson and wife, Mary Sue Wilkinson, by deed dated February 10, 2012, as recorded in Deed Book 557, page 224, in the office of the Clerk of the Muhlenberg County Court.

Unless stated otherwise, any monument referred to herein as a "set iron pin " is a 5/8" diameter rebar, 18' in length set with an orange plastic cap stamped "PLS #2939". All bearings stated herein are referred to the South line of the Stella Mallory property as described on a plat prepared by Douglas M. Hatfield "PLS #2212" for the Linda Stover property, which is described in Deed Book 406, page 707 (now Deed Book 460, page 241) at the Muhlenberg County Court Clerk's Office.

Beginning at an iron pin set in the East right-of-way line of Kentucky Highway 949, said iron pin being 117.74 feet Southeast from the Southwest corner of the Stella Mallory property recorded in Deed Book 303, page 241; thence severing the Linda Belle Stover property, of which this description is a part, N 52-23-47 E, a distance of 266.89 feet to a stump in the South line of the said Stella Mallory property; thence with the South line of the said Stella Mallory property, N 77-01-45 E, a distance of 466.50 feet to a stone found in the Northwest corner of the Lloyd & Vicki Copeland property recorded in Deed Book 456, page 7 (Plat Cabinet I Slide 511- Tract 7); thence continuing with the South line of Mallory, N 79-51-38 E, 463.59 feet to an iron pin being at the Southeastern most corner of the Wanda L. Mallory property recorded in Deed Book 449, page 227 (Plat Cabinet I Slide 511 - Tract 2); thence with the South line of the said Wanda L. Mallory property, N 58-50-08 E, a distance of 632.86 feet to an iron pin set on line; thence severing the Linda Belle Stover property recorded in Deed Book 406, page 707 (now Deed Book 460, page 241), (Tract I & 2), of which this description is a part, the following nine (9) calls: S 12-58-15 E, a distance of 763.35 feet to an iron pin set in the said Stover property; S 77-01-45 W, a distance of 1077.01 feet to an iron pin set in the said Stover property, said iron pin also being on the North side of a ditch; thence along the North side of said ditch, S 26-32-29 W, a distance of 93.16 feet to an iron pin set in the said Stover

property; thence along the North side of said ditch, S 82-13-15 W, a distance of 70.81 feet to an iron pin set in the said Stover property; thence along the North side of said ditch, S 61-07-07 W, a distance of 47.30 feet to an iron pin set in the said Stover property; thence along the North side of said ditch, S 76-51-47 W, a distance of 86.73 feet to an iron pin set in the said Stover property; thence along the North side of a ditch, N 68-31-07 W, a distance of 58.91 feet to an iron pin set in the said Stover property; thence along the North side of said ditch, S 81-19-59 W, a distance of 74.46 feet to an iron pin set in the said Stover property; thence along the North side of said ditch, S 78-20-50 W, a distance of 255.48 feet to an iron pin set in the East right-of-way line of Kentucky Highway 949; thence with the said East right-of-way line of said highway, N 18-16-16 W, a distance of 381.96 feet to a point in the East right-of-way line of said highway; thence along a curve to the left having a radius of 710.36 feet, an arc distance of 132.81 feet along said curve to the point of beginning, containing 25 acres, pursuant to survey by Bruce K. Bailey, PLS #2939 on December 3, 2007, and being subject to all legal written and unwritten easements and rights-of-way.

All minerals and mining rights underlying the 1.072 acres included in the above tract conveyed to First Parties pursuant to deed of record in Deed Book 532, page 488 are excepted.

EXCEPTION SEVEN: There is also excepted the following described property which was conveyed to Stephen L. Thresher and wife, Melessia Thresher, by deed dated June 14, 2013, recorded in Deed Book 564, page 563, in the office of the Clerk of the Muhlenberg County Court.:

Beginning at an iron pin [set] in the east right-of-way of Highway 949 thirty feet from its center, at the southwest corner of the 2.55 acre new wood's cemetery property (tract 2 of the recorded plat in slide 856 in the Muhlenberg County Court Clerks office, Greenville, Kentucky) and being 178 feet south of the gravel road to cemetery; thence with the south line of cemetery north 86 -40 - 36 east, 377.43 feet to an iron pin [set] at the southeast corner of cemetery and being a common corner with the 71.45 acre [tract one]; thence north 86-56-20 east, 2029.06 feet to a metal stake [found] in the old east line of which this is a part and the west line of property now owned by Lloyd Bryant and others in [db 553 pg 715]; thence with the old east line and the line of Bryant the following [3] three calls: south 05 - 18 - 55 east, 275.83 feet to a metal stake [found]; south 05-37-20 east, 257.81 feet to a metal stake [found] and south 04-17-10 east, 142.85 feet to an iron pipe [found] in a drain and being a common corner with property now owned by David B. Dearmond Jr. (Db 510 pg 92 & Db 543 pg 350); thence with the old south line of which this is a part and the north line of Dearmond the following [4] four calls: south 83-36-38 west, 542.40 feet to an iron pipe [found]; south 40-37-54 west, 176.28 feet to a corner stone [found]; north 59-42-42 west, 682.99 feet to another corner stone [found] and north 87- 58 - 29 west, 933.68 feet to an iron pin [found] stamped ls 2212 in the east right-of-way of

highway 949; thence with a curve to the right having a delta angle 13 - 14 - 06, a radius of 2000.00 feet, an arc of 461.99 feet, a chord bearing north 38 - 37 - 40 west, 460.96 feet to the beginning containing 29.25 acres.

The above description prepared by Douglas Hatfield, Professional Land Surveyor 2212 from a physical survey by same dated 12 -21-2011.

A plat of the 29.25 acre survey is shown on a recorded plat "Linda Belle Stover" as Tract Three in plat cabinet in slide 856 in the Muhlenberg County Court Clerks office Greenville, Kentucky.

Being the remainder of the same property conveyed to Linda Belle Stover and Robert Stover, wife and husband, from Linda Belle Stover and Robert Stover, wife and husband, by deed dated June 24, 1998, and recorded in Deed Book 460, page 241, in the Muhlenberg County Court Clerk's office.

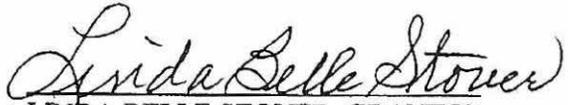
The parties of the first part, joined by the parties of the second part, certify that the consideration set forth herein is the full consideration paid for the property.

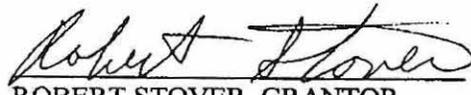
The in care of address to send the current year's property tax bill is

245 Whispering Hills Lane Greenville Ky 42325

TO HAVE AND TO HOLD said property unto the parties of the second part for their joint lives with the remainder in fee simple to the survivor of them, his or her heirs and assigns forever, with Covenant of General Warranty, releasing all rights of Homestead and Dower.

IN TESTIMONY WHEREOF, witness the hands of the parties the day and date first above written.


LINDA BELLE STOVER, GRANTOR


ROBERT STOVER, GRANTOR

[Signature]
STETSON ATCHER, GRANTEE

[Signature]
KARI ATCHER, GRANTEE

STATE OF Indiana
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 10 day of
July, 2013, by Linda Belle Stover and husband, Robert Stover, Grantors.

[Signature]
NOTARY PUBLIC

My commission expires 01/14/2016



STATE OF KENTUCKY
COUNTY OF LOGAN

The foregoing instrument was acknowledged before me this 12 day of
July, 2013, by Stetson Atcher and wife, Kari Atcher, Grantees.

[Signature]
NOTARY PUBLIC

My commission expires 5-23-15

PREPARED BY:

J. Gran Clark, Attorney at Law
P. O. Box 116
Russellville, KY 42276

[Signature]

DOCUMENT NO: 238217
RECORDED: July 12, 2013 02:52:00 PM
TOTAL FEES: \$35.00
TRANSFER TAX: \$120.00
COUNTY CLERK: GAYLAN SPURLIN
DEPUTY CLERK: LESLIE
COUNTY: MUHLENBERG COUNTY
BOOK: D565 PAGES: 53 - 61

DEED OF CONVEYANCE

MUHLENBERG COUNTY
D594 PG1712

This **Deed of Conveyance** is made and entered into on this the ____ day of January, 2020, by and between (1) **Gardner Farm, Inc.** a Kentucky corporation, with offices at 800 Free Lane, Dunmore, Kentucky 42339 ("Grantor"), and (2) **Stetson Keith Atcher and Kari Beth Atcher**, husband and wife, and the survivor of them of 11 Patty Lane, Sacramento, Kentucky 42372 ("Grantees").

WITNESSETH: That for and in consideration of the sum of TWO MILLION ONE HUNDRED ELEVEN THOUSAND ONE HUNDRED TWO DOLLARS AND 32/100 (\$2,111,102.32) cash-in-hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged Grantor has granted, bargained and sold, and does by these presents grant, bargain, sell and convey unto Grantees, for and during their joint lives, with remainder in fee simple to the survivor of them, his or her heirs and assigns forever, the following described real property located in Muhlenberg County, Kentucky, to-wit:

BEGINNING at corner number 50, a point in the center of a gravel road; said gravel road; located 4.6 miles South of the Town of Beechmont, Kentucky along Highway U.S. 431; said point located 500 feet East of U.S. 431 along gravel road in the East right-of-way of the Louisville and Nashville Railroad; thence with the railroad right-of-way North 13° 12' West - 118.34 feet to a point; thence along the railroad right-of-way North 13°32' West - 232.52 feet to a point; thence North 20° 41' West - 339.11 feet to a point; thence North 31° 17' West - 203.50 feet to a point; thence North 34° 23' West - 750.73 feet To point; thence North 31° 00' West - 197.33 feet to a point; thence North 24° 26' West - 141.47 feet to a point; thence North 17° 41' West 197.32 feet to a point; thence North 14° 29' West - 1053.94 feet to a point; thence North 11° 05' West - 197.14 feet to a point; thence still along the East right-of-way of railroad North 3° 47' 30" West - 212.66 feet to a metal post; thence along the North edge of a gravel road South 82° 39' East - 1065.10 feet to a metal post; thence North 38° 59' West - 1207.36 feet to a corner post; thence North 81° 32' East -521.54 feet to a corner post; thence North 17° 14' East - 1572.37 feet to a metal post; thence North 86° 03' East. - 1960.90 feet to a fence corner; thence along fence North 14°28' West -2412.14 feet to a fence corner; thence along branch South 82°28' East 279.50 feet to a metal post; thence South 87° 52' East - 408.96 feet to a metal post set in the center of an old road; thence along the center of the old road South 79° 57' East - 296.95 feet to a metal post; thence along the center of the old

WD
594-1712
12/5/19 1/10/20

road South 84° 58' East - 643.16 feet to a fence comer with a stone; thence North 0° 09' West -379.35 feet to a fence corner and stone located in the South right-of-way of a paved highway; thence along the South line of said highway North 78° 50' East - 592.34 feet to a metal post; Thence South 04° 15' West -198.97 feet to a metal post; thence South 10 ° 56' East - 106.23 feet to a metal post set in the center of an old road; thence along center of old road North 66° 06.5' East - 568.05 feet to a white oak in the center of old road; thence along a fence South 16° 27' East -1882.60 feet to a fence comer; thence along a fence South 72° 37' East - 192.40 feet to a fence corner with stone; thence along a fence North 33° 59' East - 370.99 feet to a metal post; thence North 66° 51' East - 770.23 feet to a metal post; thence South 52° 35' East -412.00 feet to a metal post; thence South 66° 35' East - 1231.80 feet to a sugar maple located in fence line; thence South 15° 54' East - 259.84 feet to a white oak located on a small creek; thence South 15° 40' West - 20 92.77 feet to a metal post; thence North 79° 20' West - 528.02 feet to a metal post; thence South 38° 01' East - 1300.90 feet to a 10 inch hickory in a fence line; thence along a fence South 66° 26' West -1320.00 feet to a metal post; thence North 39° 34' West - 792.00 feet to a metal post; thence South 68° 18' West - 1722.31 feet to a metal post; thence South 45° 12' East - 990.00 feet to a metal post; thence South 7° 12' East - 825.00 feet to an iron pipe; thence South 84° 48' West - 2264.31 feet to a stone; thence South 67° 54' West - 1 19.83 feet to a point in the center of a gravel road; thence along center of gravel road South 70° 27' West - 69.96 feet to a point; thence along center of gravel road South 57° 23' West - 29.50 feet to a point; thence along center of gravel road South 37° 20' West - 33.73 feet to a point; thence along center of gravel road South 24° 31' West - 44.65 feet to a point; thence along center of gravel road South 13° 48' West -feet to a point; thence along center of gravel road South 0° 24' East - 67.5.5 feet to a point; thence along center of gravel road South 6° 53' West - 153.74 feet to a point; thence along center of gravel road South 35° 58' West - 51.34 feet to a point; thence along center of gravel road South 71° 28' West - 163.05 feet to a point; thence along center of gravel road South 58° 54' West - 43.72 feet to a point; thence along center of gravel road South 48° 38' West - 82.30 feet to a point; thence a long center of gravel road South 79° 00' West - 51.97 feet to a point; thence along center of gravel road North 80° 45' West - 89.87 feet to a point; thence along center of gravel road North 86°54' West - 32.92 feet to a point; thence along center of gravel road South 74° 34' West - 35.97 feet to a point; thence along center of gravel road South 52° 06' West - 83.40 feet to a point; thence along center of gravel road South 58° 58' West - 125.95 feet to a point; thence along center of gravel road South 67° 11' West - 101.64 feet to a point; thence along center of gravel road South 61° 35' West -412.12 feet to a point; thence along center of gravel road South 69° 49' West - 52.16 feet to a point; thence along center of gravel road South 79° 06' West - 33.66 feet to a point; thence along center of gravel road North 89° 56' West - 59.65 feet to a point; thence along center of gravel road North 75° 13' West - 46.71 feet to a point; thence along center of gravel road North

63° 59' West - 116.29 feet to a point; thence along center of gravel road North 55° 38' West - 76.12 feet to a point; thence along center of gravel road North 50° 42' West - 72.49 feet to a point; thence along center of gravel road North 74° 00' West 44.18 feet to a point; thence along center of gravel road South 85° 15' West - 54.38 feet to a point; thence along center of gravel road South 79° 48' West - 122.48 feet to a point; thence along center of gravel road South 82° 17' West - 96.97 feet to a point; thence along center of gravel road South 81° 20' West - 156.36 feet to a point; thence along center of gravel road South 63° 09' West 81.84 feet to the point of beginning, containing 977.72 acres, according to a survey conducted by Associated Engineers Service, Inc. in November 1974, using magnetic bearings (hereinafter the "Real Property")/

SOURCE OF TITLE: And being the same property conveyed to Grantor (Gardner Farm, Inc.) by and from Bobby Gardner, a single person, by Deed dated July 27, 1998, of record in Deed Book 460, pages 751-755, Muhlenberg County Clerk's Office.

There is excepted from the above Real Property herein conveyed the following off-Conveyances., Easements, Exceptions and Reservations, namely:

1. Any existing farm (crop) and/or hunting leases;
2. Any minerals (including oil, gas and coal) of, under and relating to the Real Property as reserved in prior Deeds of record.
3. A conveyance of a certain 2.19 acres and a Deed of Easement from Grantor (Gardner Farm, Inc.) to and in favor of Jimmy Gene Gardner, all as described in the Deed of Conveyance and Deed of Easement, dated November 19, 2019, and recorded in Deed Book 594, page 999, Muhlenberg County Clerk's Office;
4. A Deed of Easement from Grantor (Gardner Farm, Inc.) to and in favor of Scotty James Gardner, as reflected in the Deed of Easement dated November 19, 2019, and recorded in Deed Book 594, page 994, Muhlenberg County Clerk's Office;
5. A Deed of Conveyance to The Gardner Family Cemetery Perpetual Trust, dated November 25, 2019, and recorded in Deed Book 594, page 1103, Muhlenberg County Clerk's Office; and
6. Any and all other easements existing or visible on the premises and/or of record.

TO HAVE AND TO HOLD the above described Real Property, together with all of the rights, privileges and appurtenances thereunto belonging or in anywise appertaining, but subject to the above exceptions and off-conveyances unto Grantees, Stetson Keith Atcher and Kari Beth Atcher, for and during their joint lives, with remainder in fee simple to the survivor of them, his or her heirs and assigns forever, with Covenant of GENERAL WARRANTY.

It is understood and agreed that this conveyance is subject to all restrictions of record affecting the above described Real Property.

Grantors and Grantees certify that the consideration reflected in this Deed of Conveyance is the full consideration paid by Grantee to Grantor for the above-described Real Property.

The ad valorem real estate and property taxes for 2019 in respect of the Real Property shall be paid by Grantor. The ad valorem property taxes for 2020 and subsequent years in respect of the Real Property will be borne solely by Grantees. Any and all property tax bills in respect of the Real Property herein conveyed should be sent to Stetson Keith and Kari Beth Atcher, 11 Patty Lane, Sacramento, Kentucky 42372.

IN TESTIMONY WHEREOF, witness the signatures of Grantor and Grantee on the day and date first hereinabove written.

Grantor:

Gardner Farm, Inc.

By: Scotty James Gardner, President
Scotty James Gardner, President

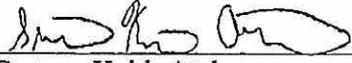
By: Peggy Gardner, Secretary
Peggy Gardner, Secretary

COMMONWEALTH OF KENTUCKY
COUNTY MUHENBERG

The foregoing Deed of Conveyance was subscribed, sworn to, and acknowledged before me by Scotty James Gardner, as President and Peggy Gardner, as Secretary of Gardner Farm, Inc., on this the 5 day of December, 2019.

Billie Gail Hendrix
Notary Public, Kentucky State at Large
My Commission Expires: 7/28/23
Notary ID Number: 027239

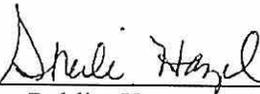
Grantees:


Stetson Keith Atcher

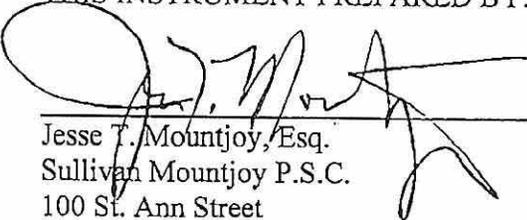

Kari Beth Atcher

COMMONWEALTH OF KENTUCKY
COUNTY OF MUHLENBERG

The foregoing Deed of Conveyance was subscribed and sworn to before me by Stetson Keith Atcher and Kari Beth Atcher, as Grantees, on this the 10th day of January 20 .


Notary Public, Kentucky State at Large
My commission expires: 9/19/21
Notary ID No.: 585900

THIS INSTRUMENT PREPARED BY:


Jesse T. Mountjoy, Esq.
Sullivan Mountjoy P.S.C.
100 St. Ann Street
P.O. Box 727
Owensboro, Kentucky 42302-0727

DOCUMENT NO: 289397
RECORDED: January 10, 2020 03:53:00 PM
TOTAL FEES: \$53.00 TRANSFER TAX: \$2,111.50
COUNTY CLERK: CRYSTAL SMITH
DEPUTY CLERK: LESLIE L. FLENER
COUNTY: MUHLENBERG COUNTY
BOOK: D594 PAGES: 1712 - 1717

DEED

THIS DEED, made and entered into this 23rd day of March, 2021, by and between James Leonard Pendley, unmarried, of 4880 St. Rt. 176, Drakesboro, KY 42337, party of the first part, and Landon Chase Atcher and wife, Jayme Marie Atcher, of 904 West Whitmer Street, Central City, KY 42330, parties of the second part;

FIRST PARTY GRANTOR(S) AND SECOND PARTY GRANTEE(S) hereby confirm: that their names stated herein above are their "full names" pursuant to KRS 382.135; or if their full name as defined by the statute differs from the above, that their full name(s) are:

GRANTOR(S): _____;
GRANTEE(S): _____;

WITNESSETH: That for and in consideration of the sum of One Hundred Forty Six Thousand Dollars (\$146,000.00) cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part does hereby bargain, sell and convey unto the parties of the second part for their joint lives, with remainder in fee simple to the survivor of them, his or her heirs and assigns forever, the following described property situated in Muhlenberg County, Kentucky, and being more particularly described as follows:

PARCEL 1:
Beginning at an iron pin found in the southwest right of way line of Pendley Mill Road, said point lying 15 feet from centerline, said point also being the southeast corner to Betsy Waller (Deed Book 555, page 836); thence with said right of way line, and 15 feet from centerline of said road as follows: South 23-47-30 East, 265.17 feet to a point; thence South 21-40-51 East, 206.10 feet to a point; thence South 23-28-12 East, 353.94 feet to a point; thence with a curve to the right, having a radius of 1,898.09 feet, a chord bearing of South 19-03-16 East, a chord distance of 292.28 feet, with an arc distance of 292.56 feet to an iron pin set, said point being a corner to Mary West (Deed Book 556, page 41); thence with West as follows: South 85-50-25 West, 6.14 feet to an iron pin set; thence South 06-02-19 East, 399.74 feet to an iron pin set, said point being a corner to Shawn Conkwright (Deed Book 456, page 486); thence with Conkwright South 85-01-20 West, 407.93 feet to a T-pin found, said point being a corner to Kimberly Clark (Deed Book 467, page 115); thence with Clack South 84-17-18 West, 294.95 feet to a T-pin

found, said point being a corner to said Conkwright; thence with Conkwright South 84-01-38 West, 60.54 feet to a T-pin found, said point being a corner to Brenda Clack (Deed Book 467, page 107); thence with Clack South 81-53-32 West, 380.34 feet to an iron pin set in the east right of way line of the old L & N Railroad, said point lying 30 feet from centerline; thence with said right of way line, and 30 feet from centerline of said railroad, North 09-06-21 West, 1,503.08 feet to an iron pin set, said point being a corner to Leonard Pendley (Deed Book 507, page 385); thence with Pendley North 72-33-05 East, 632.12 feet to an iron pin set, said point being a corner to said Waller; thence with Waller as follows: South 13-55-53 East, 176.66 feet to an iron pin found; thence North 78-31-24 East, 279.09 feet to the point of beginning, containing 37.633 acres, as per survey by Cody W. Henderson, P.L.S. No. 3771 of Henderson Land Surveying, LLC, on October 2, 2013, a plat of said survey being of record in the Office of the Clerk of Muhlenberg County, Kentucky, in Plat Cabinet Slide #899, being Tract #1 thereon.

The above described property is subject to all legal easements and rights of way of record.

PARCEL 2:

Beginning at an iron pin and cap marked LS 2474 set at the point of intersection of the South right of way line of the Mason-Poyner Road (30 feet to centerline) with the East right of way of the old L & N Railroad (30 feet to centerline); thence with the South right of way of the Mason-Poyner Road six (6) calls as follows: S 63-01-45 E 83.96 feet; N 81-06-20 E 205.67 feet; N 79-01-00 E 175.93 feet; N 89-57-35 E 43.07 feet; S 65-39-15 E 33.89 feet; and S 51-48-20 E 89.04 feet to a point in said right of way on the West side of a private gravel driveway, same located S 22-54-30 E 18.5 feet from a 28 inch oak near the edge of the public road; thence on a new division line with Maggie Pendley and the West side of said driveway S 22-54-30 E 281.25 feet to a gate post, a new corner with Maggie Pendley; thence continuing with said new division line S 67-24-35 W 632.12 feet to an iron pin and cap set in the East right of way of the old L & N Railroad; thence with said right of way N 14-27-20 W 482.77 feet to the beginning, containing 5.94 acres, more or less, according to a survey conducted by Frank J. Kondracki, Jr., RLS #2474, on February 11, 1987.

All coal, oil, gas and all other minerals and mining rights are hereby reserved only to the extent that they have been reserved, excepted or conveyed in all former instruments of record; otherwise, all such rights are hereby conveyed.

Being the same property conveyed to Leonard Pendley, a single person, by deed dated November 6, 2014, as recorded in Deed Book 571, page 885, in the office of the Muhlenberg County Court Clerk.

The party of the first part, joined by the parties of the second part, certify that the consideration set forth herein is the full consideration paid for the property.

The in care of address to send the current year's property tax bill is Landon Chase Atcher and wife, Jayme Marie Atcher, of 904 West Whitmer Street, Central City, KY 42330.

TO HAVE AND TO HOLD said property unto the parties of the second part for their joint lives with the remainder in fee simple to the survivor of them, his or her heirs and assigns forever, with Covenant of General Warranty, releasing all rights of Homestead and Dower.

IN TESTIMONY WHEREOF, witness the hands of the parties the day and date first above written.


JAMES LEONARD PENDLEY, GRANTOR


LANDON CHASE ATCHER, GRANTEE


JAYME MARIE ATCHER, GRANTEE

STATE OF KENTUCKY

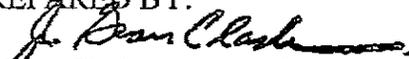
COUNTY OF LOGAN

The foregoing instrument was subscribed, sworn to and acknowledged me this 23rd day of March, 2021, by James Leonard Pendley, unmarried, Grantor and by Landon Chase Atcher and wife, Jayme Marie Atcher, Grantees.

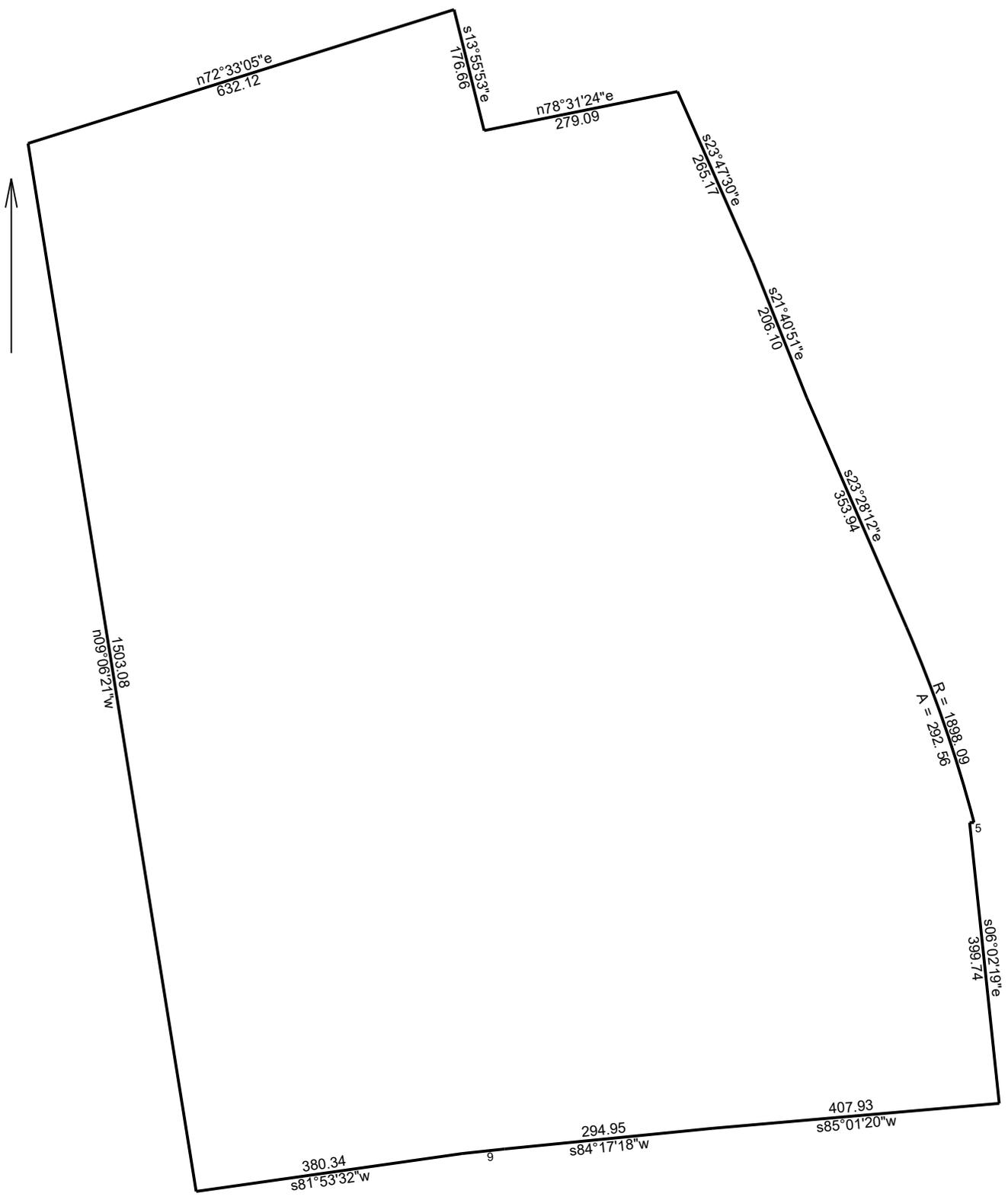

NOTARY PUBLIC
ID# 585900

My commission expires 9/19/21.

PREPARED BY:


J. Grant Clark, Attorney for
Clark Title Company, LLC
P. O. Box 116
Russellville, KY 42276

DOCUMENT NO: 295991
RECORDED: March 29, 2021 09:17:00 AM
TOTAL FEES: \$50.00 TRANSFER TAX: \$146.00
COUNTY CLERK: CRYSTAL SMITH
DEPUTY CLERK: LESLIE L. FLENER
COUNTY: MUHLENBERG COUNTY
BOOK: D598 PAGES: 818 - 820



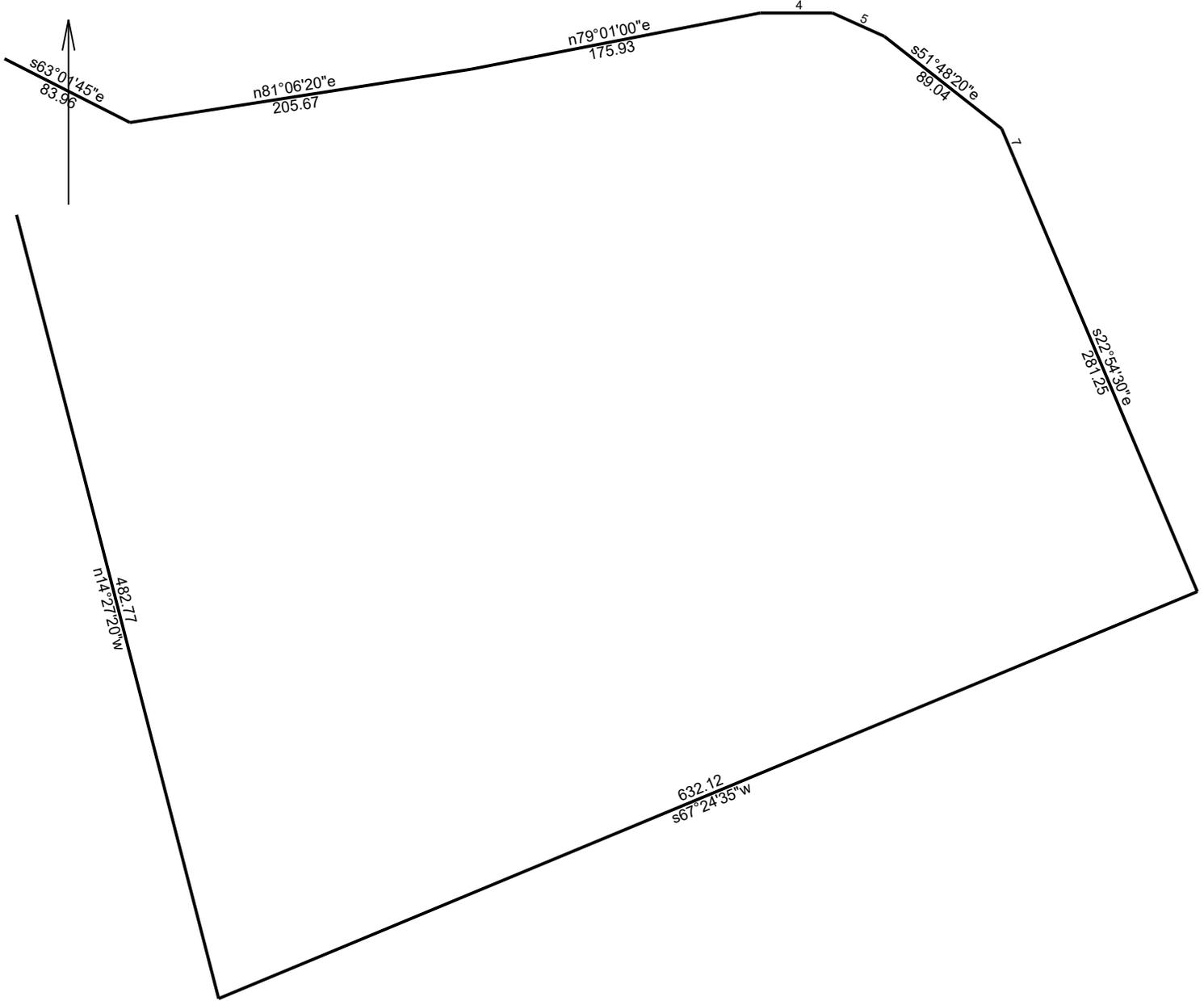
4/2/2024

Scale: 1 inch= 206 feet

File:

Tract 1: 37.6324 Acres, Closure: s13.3235e 0.02 ft. (1/289219), Perimeter=5258 ft.

- | | |
|--|----------------------|
| 01 s23.4730e 265.17 | 11 n09.0621w 1503.08 |
| 02 s21.4051e 206.10 | 12 n72.3305e 632.12 |
| 03 s23.2812e 353.94 | 13 s13.5553e 176.66 |
| 04 Rt, r=1898.09, arc=292.56, chord=s19.0316e 292.27 | 14 n78.3124e 279.09 |
| 05 s85.5025w 6.14 | |
| 06 s06.0219e 399.74 | |
| 07 s85.0120w 407.93 | |
| 08 s84.1718w 294.95 | |
| 09 s84.0138w 60.54 | |
| 10 s81.5332w 380.34 | |



4/2/2024

Scale: 1 inch= 92 feet

File:

Tract 1: 5.5641 Acres (242370 Sq. Feet), Closure: n04.2509w 93.48 ft. (1/22), Perimeter=2046 ft.

- | | |
|---------------------|---------------------|
| 01 s63.0145e 83.96 | 08 s22.5430e 281.25 |
| 02 n81.0620e 205.67 | 09 s67.2435w 632.12 |
| 03 n79.0100e 175.93 | 10 n14.2720w 482.77 |
| 04 n89.5735e 43.07 | |
| 05 s65.3915e 33.89 | |
| 06 s51.4820e 89.04 | |
| 07 s22.5430e 18.5 | |

DO NOT PUBLISH

D E E D

THIS DEED OF CONVEYANCE is made and entered into as of the 18th day of May, 2023, by and between **STETSON KEITH ATCHER** and **KARI BETH ATCHER**, 11 Patty Lane, Sacramento, Kentucky 42372 ("Grantors"); and, **LONDON ATCHER (a/k/a Landon C. Atcher)** and wife **JAYME ATCHER (a/k/a Jayme M. Atcher)**, with a mailing address for tax statements, of 904 West Whitmer Street, Central City, Kentucky 42330 ("Grantees");

W I T N E S S E T H:

In consideration of a like-kind exchange, which is acknowledged, the exchange property being conveyed simultaneously herewith from Grantees to Grantors as evidenced in deed of record in Deed Book 605, page 1087, Muhlenberg County, Kentucky, Clerk's Office, Grantors have this day bargained and sold, and by these presents transfer, alien and convey unto Grantees, Landon Atcher and wife, Jayme Atcher, and at the death of one, then to the survivor of them, their grantees

WD
605-1081
5/18/23 5/19/23

and assigns forever, the following described real property located in Muhlenberg County, Kentucky, to-wit:

Being a certain parcel of land located 1.6 miles north of Dunmor, KY on the east side of an old railroad bed and on the north side of Mason Poyner Road approximately 0.15 miles east from U.S. Highway #431 and being further described as follows:

Unless stated otherwise, any monument referred to as an iron pin and cap is a 5/8-inch by 18-inch rebar with an orange plastic cap stamped "C. KENNER PLS 4120." All bearings contained herein are referenced to Geodetic North based upon GPS observation using a VRS network of KY CORS stations. Distances shown are ground distances based upon NAD83 and Geoid 18US in Kentucky South state plane coordinate system with a project scale factor of 1.0000668377 at the following grid origin coordinates: N=1920875.972, E=1277376.973, Elevation=533.234.

Beginning at an iron pin and cap (set) in the north right-of-way line of Mason Poyner Road (30' R/W) and in the east right-of-way line of an old railroad bed, CSX Transportation (formerly L&N Railroad)(60' R/W), southwest corner of which this is a part; thence along the east right-of-way line of the old railroad bed the following seven (7) calls: North 12° 23' 03" West 331.32 feet to a point; thence along a curve to the left with a radius of 1567.49 feet, a chord bearing of North 22° 39' 33" West, a chord length of 559.19 feet, and an arc length of 562.20 feet to an iron pin and cap (set); thence North 32° 56' 03" West 752.82 feet to an iron pin and cap (set); thence along a curve to the right with a radius of 1347.78 feet, a chord bearing of North 23° 01' 05" West, a chord length of 464.20 feet, and an arc length of 466.52 feet to an iron pin and cap (set); thence North 13° 06' 06" West 1072.06 feet to an iron pin and cap (set); thence North 13° 06' 06" West 10.00 feet to a point; thence along a curve to the right with a radius of 2386.50 feet, a chord bearing of North 05° 51' 29" West, a chord length of 420.50 feet, and an arc length of 421.05 feet to a 5/8-inch rebar and cap (found) PLS #2102, southwest corner to George Wood (Deed Book 377 Page 64); thence along the southern lines of George Wood the following three (3) calls: South 81° 34' 12" East 1071.60 feet to a 5/8-inch rebar and cap (found) PLS #2102; thence North 38° 10' 55" West 1214.15 feet to 5/8-inch rebar and cap (found) PLS #2102 near the west side of a 13" x 10" x 3" stone (found); thence North 84° 17' 45" East 753.72 feet to a 5/8-inch rebar and cap (found) PLS #2102; thence along new division lines the following three (3) calls: South 23° 48' 01" East 1138.74 feet to an iron pin and cap (set); thence South 11° 02' 18" East 1553.30 feet to an iron pin and cap (set); thence South 02° 28' 17" West 1647.95 feet to a point over a shallow water line in the north right-of-way line of Mason Poyner Road (30' R/W) located South 02° 28' 17" West 3.00 feet from a reference iron pin and cap (set); thence along the north right-of-way line of Mason Poyner Road the following five (5) calls: North 55° 31' 09" West 35.54 feet to a point; thence along a curve to the left with a radius of 140.61 feet, a chord bearing of North 76° 07' 41" West, a chord length of 98.99 feet, and an arc length of 101.16 feet to a point; thence South 83° 15' 47" West 156.90 feet to a point; thence South 84° 14' 14"

West 122.69 feet to a point; thence along a curve to the left with a radius of 650.51 feet, a chord bearing of South 76° 12' 09" West, a chord length of 181.85 feet, and an arc length of 182.44 feet to the Point of Beginning; containing 4,573,800 sq. ft. or 105.00 acres more or less, according to a field survey completed on June 20, 2022 conducted by Kenner Randolph Engineering & Surveying under the direction of Chris R. Kenner, "PLS 4120".

The above described 105.00 acre tract is to be subject to ingress-egress easements in gross for the benefit of Stetson Keith Atcher across existing farm roads and trails within the bounds of the said 105.00 acre tract.

A visual depiction of the above-described property and easements in gross is attached to and made a part of this deed.

BEING a part of the same property conveyed to Stetson Keith Atcher and Kari Beth Atcher, husband and wife, from Gardner Farm, Inc. by deed dated January 2020, of record in Deed Book 594 Page 1712 in the office of the Muhlenberg County Court Clerk, Greenville, Kentucky.

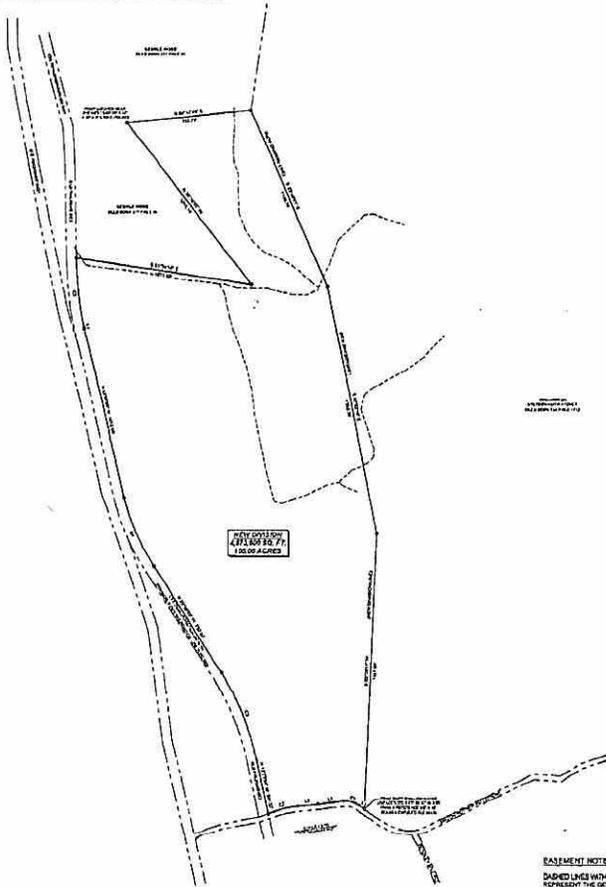
THE DRAFTSMAN OF THIS DOCUMENT DID NOT CONDUCT A TITLE EXAMINATION AND OFFERS NO OPINION REGARDING THE TITLE. THE PROPERTY DESCRIPTION WAS NOT FURNISHED BY THE ATTORNEY PREPARING THIS DEED.

TO HAVE AND TO HOLD the above described real estate, together with all improvements and appurtenances thereunto belonging or in anywise appertaining, unto Grantees, Landon Atcher and wife, Jayme Atcher, and at the death of one, then to the survivor of them, their grantees and assigns forever, with Covenant of General Warranty of Title; subject, however, to all easements and grants heretofore made for public roads and public utilities, to any municipal rules and regulations, and to all applicable building and use restrictions, protective covenants, and easements of record in the Muhlenberg County Clerk's Office.

CONSIDERATION CERTIFICATE: We, the undersigned Grantors and Grantees, hereby certify that the fair market value of the within described property is \$105,000.00.

MUHLENBERG COUNTY
D605 PG1086

NEW DIVISION SURVEY
ATCHER PROPERTY
SCALE: 1"=100'



NO.	DESCRIPTION	DATE
1
2
3
4
5
6
7
8
9
10

EASEMENT NOTE
DASHED LINES WITHIN THE 100.00 ACRES TRACT AS SHOWN HEREON REPRESENT THE ORIGINAL CENTERLINE OF TRAILS AND FARM ROADS IN WHICH EGRESS IS SOLICITED. THESE ARE RESERVED FOR THE CURRENT OWNER, STETSON KEITH ATCHER.

SURVEYOR'S NOTES

1. IN PREPARING THIS SURVEY NO GUARANTEE IS MADE AS TO THE EXISTENCE, SIZE, DEPTH, EXTENSION, CAPACITY OR LOCATION OF ANY UTILITIES LOCATED IN THE SURVEYED PRIVATE, MUNICIPAL OR PUBLIC DOMAINS.
2. THE SURVEYOR HAS BEEN INFORMED TO SEARCH FOR RECORDS OR DOCUMENTATION OF EASEMENTS, ENCUMBRANCES, RESERVES OR COVENANTS, DEEDS, EJECTA, OR ANY OTHER FACTS THAT A PROFESSIONAL TITLE SEARCH MAY DISCLOSE.
3. ALL RIGHTS RESERVED AS PART OF THIS DRAWING MAY BE REPRODUCED OR PHOTOGRAPHICALLY REPRODUCED OR BY ANY OTHER MEANS OR STORED IN A RETRIEVABLE MEDIUM IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS OF DATA OR INFORMATION THAT MAY BE STORED IN ANY SUCH SYSTEM OR FOR ANY DAMAGE TO SUCH SYSTEMS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION BY MEANS OF THE GPS MEASUREMENTS USING TRIMBLE 5705 AND TRIMBLE R10 QUALITY POSITIONING SYSTEM RECEIVERS. ONE MEASUREMENT HAD A STATISTICAL ERROR THAT DID NOT EXCEED 0.001 METERS IN RANGE ACCURACY AND HORIZONTAL ACCURACY. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE ACCURACY AND PRECISION OF A SECOND-ORDER SURVEY OR EQUIVALENT, THE SPECIFICATIONS OF THE CLASSIFICATION FOR THE COMMONWEALTH OF KENTUCKY.

Kenner Randolph 7/22/23
DATE

REFERENCE MERIDIAN

THIS SURVEY WAS PERFORMED BY MEANS OF THE GPS MEASUREMENTS USING TRIMBLE 5705 AND TRIMBLE R10 QUALITY POSITIONING SYSTEM RECEIVERS. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE ACCURACY AND PRECISION OF A SECOND-ORDER SURVEY OR EQUIVALENT, THE SPECIFICATIONS OF THE CLASSIFICATION FOR THE COMMONWEALTH OF KENTUCKY.

SOURCE OF TITLE

(PART OF)
STETSON KEITH ATCHER
DEED BOOK 594 PAGE 1712

(CONTAINING)
4,673,600 SQ. FT.
OR
105.00 ACRES

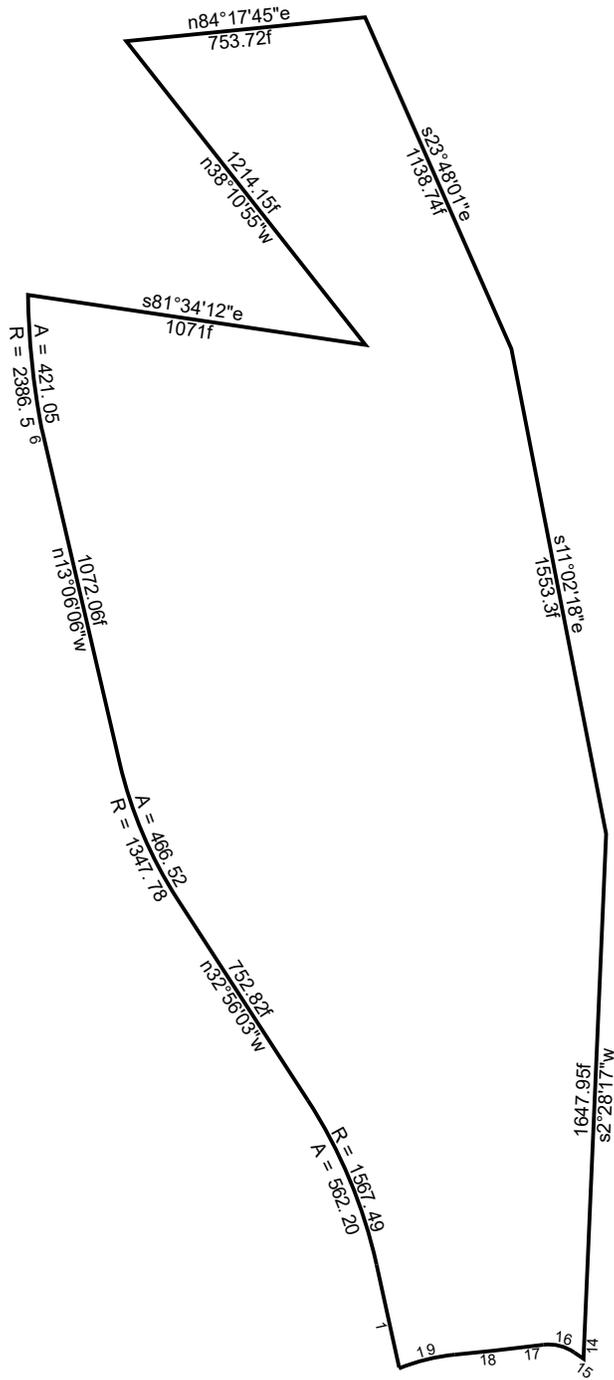
LEGEND

- 5/17 P. REBAR & CAP (S&P) PLS #1102
- 5/17 P. REBAR & CAP (S&P) PLS #1102
- WAGON POLE
- BOUNDARY LINE THIS SURVEY
- - - - - APPROXIMATE ADJACENT OR SICH OF ANOTHER'S
- - - - - EASEMENT CENTERLINE (SEE EASEMENT NOTE)

VICINITY MAP MUHLENBERG CO. KY



<p>REGISTERED PROFESSIONAL SURVEYOR</p> <p>STATE OF KENTUCKY</p> <p>NO. 1102</p> <p>DATE 7/22/23</p>	
<p>KENNER RANDOLPH</p> <p>ENGINEERING & SURVEYING</p> <p>1000 W. MAIN ST.</p> <p>RUSSELLVILLE, KY 42276</p> <p>725-771-1107</p>	
<p>CLIENT ADDRESS</p> <p>STETSON KEITH ATCHER</p> <p>1000 W. MAIN ST.</p> <p>RUSSELLVILLE, KY 42276</p>	<p>DATE</p> <p>7/22/23</p>
<p>NEW DIVISION SURVEY</p> <p>STETSON KEITH ATCHER</p> <p>NORTH OF MASON POYNER RD</p> <p>EAST OF US-431</p>	
<p>SHEET</p> <p>2109293B</p>	



605-1081 (105a)

3/6/2024

Scale: 1 inch= 600 feet

File: 605-1081 ndp.ndp

Tract 1: 105.0454 Acres, Closure: n14.1336e 3.00 ft. (1/3862), Perimeter=11597 ft.

- | | |
|--|---|
| 01 n12.2303w 331.32f | 14 s2.2817w 3f |
| 02 Lt, r=1567.49, arc=562.20, chord=n23.3933w 559.19 | 15 n55.3109w 35.54f |
| 03 n32.5603w 752.82f | 16 Lt, r=140.61, arc=101.16, chord=n76.0741w 98.99 |
| 04 Rt, r=1347.78, arc=466.52, chord=n23.0105w 464.19 | 17 s83.1547w 156.90f |
| 05 n13.0606w 1072.06f | 18 s84.1414w 122.69f |
| 06 n13.0606w 10f | 19 Lt, r=650.51, arc=182.44, chord=s76.1209w 181.84 |
| 07 Rt, r=2386.50, arc=421.05, chord=n05.5129w 420.50 | |
| 08 s81.3412e 1071f | |
| 09 n38.1055w 1214.15f | |
| 10 n84.1745e 753.72f | |
| 11 s23.4801e 1138.74f | |
| 12 s11.0218e 1553.3f | |
| 13 s2.2817w 1647.95f | |

DO NOT PUBLISH

D E E D

THIS DEED OF CONVEYANCE is made and entered into as of the 18th day of May, 2023, by and between **LANDON C. ATCHER (a/k/a Landon Atcher)** and **JAYME M. ATCHER (a/k/a Jayme Atcher)**, his wife, 904 West Whitmer Street, Central City, Kentucky 42330 ("Grantors"); and **STETSON KEITH ATCHER** and **KARI BETH ATCHER**, with a mailing address for tax statements, of 11 Patty Lane, Sacramento, Kentucky 42372 ("Grantees");

W I T N E S S E T H:

In consideration of a like-kind exchange, which is acknowledged, the exchange property being conveyed simultaneously herewith from Grantees to Grantors as evidenced in deed of record in Deed Book 605, page 1081, Muhlenberg County, Kentucky, Clerk's Office, Grantors have this day bargained and sold, and by these presents transfer, alien and convey unto Grantees, Stetson Keith Atcher and Kari Beth Atcher, husband and wife, for and during their joint lives, with remainder in fee simple to the survivor of them, his or her heirs and assigns forever, the following described real property located in Muhlenberg County, Kentucky, to-wit:

A. THE REAL PROPERTY

TRACT 1: Beginning at a black walnut and two dogwoods, running thence S 48 E 48 poles to a black gum and dogwood; thence N 57 E 78 poles to a hickory; thence S 33 E 16 poles to a black oak and white oak; thence S 15 E 60 poles to a double dogwood and white oak; thence S 34 W 100 poles to a dogwood, black oak and chestnut oak; thence N 65 W 126 poles to two chestnut oaks; thence N 60 E 50 poles to a stake; thence to the beginning containing one hundred acres, more or less.

TRACT 2: Beginning at a chestnut and dogwood and running thence N 61 E 46 poles with Hughe's line to a black gum and an elm; thence N 45 W 35 poles to three gum in Jemima A. Wood's line; thence S 36 W 58 poles to a Spanish oak; thence S 11 W 10 poles to the beginning containing five acres.

(hereinafter the "Real Property")

B. THE EASEMENT

Together with a permanent easement as described below across the lands of Grantor located 2.5 miles north of the City of Dunmor, Muhlenberg County, Kentucky:

Being a certain parcel of land located approximately 2.5 miles north of the City of Dunmor, Muhlenberg County, Kentucky, and approximately 0.8 miles east of the Community of Penrod, Muhlenberg County, Kentucky at 800 Free Lane, Dunmor, KY 42339 and being further described as follows:

Unless stated otherwise, any monument referred to as an iron rebar (set) is a 5/8-inch by 18-inch rebar with a blue plastic cap stamped "DDI T. FUTCH PLS 4163". All bearings contained herein were obtained by Trimble GPS Equipment using Kentucky (south) coordinate system.

Together with a 30 feet wide access easement known as Free Lane and being further described as follows:

BEGINNING at a point in the intersection of the center of Kentucky Highway 949 and the center of Free Lane; thence with the center of Free Lane the following fourteen (14) calls, South 00° 48' 56" East, 155.89 feet to a point; thence South 03° 53' 43" East, 273.36 feet to a point; thence South 00° 37' 20" West, 147.15 feet to a point; thence South 11° 09' 20" East, 170.11 feet to a point; thence South 12° 15' 30" East, 113.43 feet to a point, located North 77° 44' 30" East, 17.75 feet from a 5/8" rebar and no cap (found), the north east corner of Neal Napier (Deed Book 447 Page 131); thence continuing with the center of Free Lane South 12° 15' 30" East, 361.78 feet to a point; thence South 12° 45' 36" East, 321.41 feet to a point; thence South 09° 54' 40" East, 169.88 feet to a point; thence with a curve to the left with an arc length of 60.55 feet, having a radius of 122.06 feet, a chord bearing of South 24° 07' 23" East and a chord distance of 59.93 feet, to a point; thence continuing with the curve to the left with an

arc length of 111.72 feet, having a radius of 122.06 feet, a chord bearing of South 64° 33' 24" East and a chord distance of 107.86 feet, to a point; thence North 89° 13' 19" East, 136.79 feet to a point; thence with a curve to the right with an arc length of 284.35 feet, having a radius of 515.79 feet, a chord bearing of South 74° 59' 05" East and a chord distance of 280.77 feet, to a point; thence South 59° 11' 29" East, 248.47 feet to a point; thence South 59° 45' 53" East, 675.62 feet to a point, the end of the 30' wide access easement known as Free Lane located South 30° 14' 07" West, 15.00 feet from a 5/8" rebar and cap (found), PLS #4163, the south east corner of the Gardner Family Cemetery (Deed Book 589 Page 954); said point (the end of Free Lane) being the beginning of the center of a 20' wide Joint Use Access Easement; thence with the center of said 20' wide easement the following thirty six (36) call, South 59° 45' 53" East, 596.77 feet to a point; thence with a curve to the left with an arc length of 105.96 feet, with a radius of 1,541.40 feet, a chord bearing of South 61° 44' 03" East and a chord distance of 105.94 feet, to a point; thence South 63° 42' 12" East, 121.03 feet to a point; thence with a curve to the right with an arc length of 61.76 feet, having a radius of 47.94 feet, a chord bearing of South 26° 47' 57" East and a chord distance of 57.57 feet, to a point; thence South 10° 06' 18" West, 52.24 feet to a point; thence with a curve to the left with an arc length of 60.71 feet, having a radius of 121.52 feet, a chord bearing of South 04° 12' 23" East and a chord distance of 60.08 feet, to a point; thence South 18° 31' 05" East, 98.15 feet to a point; thence South 12° 09' 27" East, 100.97 feet to a point; thence with a curve to the left with an arc length of 51.60 feet, having a radius of 169.66 feet, a chord bearing of South 20° 52' 13" East and a chord distance of 51.40 feet, to a point; thence South 29° 34' 59" East, 39.16 feet to a point; thence with a curve to the right with an arc length of 160.55 feet, having a radius of 97.78 feet, a chord bearing of South 17° 27' 27" West and a chord distance of 143.11 feet, to a point; thence South 64° 29' 53" West, 137.89 feet to a point; thence with a curve to the left with an arc length of 63.70 feet, having a radius of 54.80 feet, a chord bearing of South 31° 11' 37" West and a chord distance of 60.18 feet, to a point; thence South 02° 06' 38" East, 248.04 feet to a point; thence with a curve to the left with an arc length of 178.94 feet, having a radius of 671.94 feet, a chord bearing of South 09° 44' 22" East and a chord distance of 178.41 feet, to a point; thence South 17° 22' 06" East, 117.41 feet to a point; thence South 11° 49' 46" East, 143.99 feet to a point; thence with a curve to the left with an arc length of 103.19 feet, having a radius of 336.93 feet, a chord bearing of South 20° 36' 11" East and a chord distance of 102.79 feet, to a point; thence 29° 22' 36" East, 122.27 feet to a point; thence South 22° 49' 56" East, 153.34 feet to a point; thence with a curve to the 60.24 feet, having a radius of 34.66 feet, a chord bearing of South 72° 37' 11" East and a chord distance of 52.94 feet, to a point; thence North 57° 35' 34" East, 164.76 feet to a point; thence with a curve to the right with an arc length of 237.20 feet, having a radius of 1,179.11 feet, a chord bearing of North 63° 21' 21" East and chord distance of 236.80 feet, to a point; thence with a curve to the right with an arc length of 79.99 feet, having a radius of 277.50 feet, a chord bearing of North 77° 22' 37" East and a chord distance of 79.22 feet, to a point; thence North 85° 38' 06" East, 193.67 feet to a point; thence North 82° 07' 45" East, 260.57 feet

to a point; thence with a curve to the right with an arc length of 77.64 feet, having a radius of 72.61 feet, a chord bearing of South 67° 14' 11" East and a chord distance of 74.00 feet, to a point; thence South 36° 36' 07" East, 61.33 feet to a point; thence South 19° 06' 58" East, 104.41 feet to a point; thence with a curve to the left with an arc length of 98.68 feet, having a radius of 248.48 feet, a chord bearing of South 30° 29' 36" East and a chord distance of 98.03 feet to a point; thence South 41° 52' 14" East, 122.25 feet to a point; thence South 28° 54' 50" East, 163.65 feet to a point; thence with a curve to the right with an arc length of 367.59 feet, a chord bearing of South 11° 02' 15" East and a chord distance of 361.65 feet, to a point; thence South 06° 50' 19" West, 168.33 feet to a point; thence with a curve to the left with an arc length of 121.91 feet, having a radius of 271.85 feet, a chord bearing of South 06° 00' 32" East and a chord distance of 120.90 feet to a point; thence South 18° 51' 23" East, 143.27 feet to a point, the terminus of said easement, in the line of Scotty J. Gardner (Deed Book 393 Page 60), said point being located South 38° 14' 15" East, 162.99 feet from a metal T Post (found) and being located North 38° 14' 15" West, 629.31 feet from a metal T Post (found), both metal T Posts being corners of Scotty J. Gardner.

BEING the same property conveyed to Landon Atcher and wife, Jayme Atcher, from Carson R. Thurston and wife, Windy Thurston, by deed dated 21 January 2020, of record in Deed Book 594, page 1858 in the records of the Muhlenberg County, Kentucky, Clerk's Office.

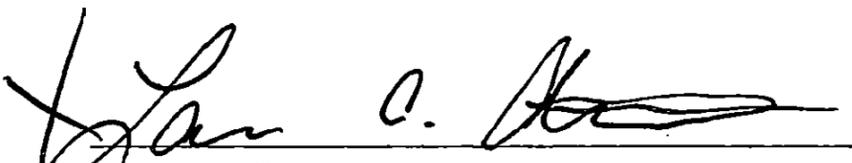
THE DRAFTSMAN OF THIS DOCUMENT DID NOT CONDUCT A TITLE EXAMINATION AND OFFERS NO OPINION REGARDING THE TITLE. THE PROPERTY DESCRIPTION WAS NOT FURNISHED BY THE ATTORNEY PREPARING THIS DEED.

TO HAVE AND TO HOLD the above described real estate, together with all improvements and appurtenances thereunto belonging or in anywise appertaining, unto Grantees, Stetson Keith Atcher and Kari Beth Atcher, husband and wife, for and during their joint lives, with remainder in fee simple to the survivor of them, his or her heirs and assigns forever, with Covenant of General Warranty of Title; subject, however, to all easements and grants heretofore made for public roads and public utilities, to any municipal rules and regulations, and to all applicable building and use restrictions, protective covenants, and easements of record in the Muhlenberg County Clerk's Office.

CONSIDERATION CERTIFICATE: We, the undersigned Grantors and Grantees, hereby certify that the fair market value of the within described property is \$105,000.00.

IN TESTIMONY WHEREOF, Grantors and Grantee have signed and executed this deed as of the date first herein written.

GRANTORS:


Landon C. Atcher


Jayme M. Atcher

COMMONWEALTH OF KENTUCKY)
) SCT.
COUNTY OF Muhlenberg)

The foregoing instrument was subscribed and sworn to before me by Landon C. Atcher (a/k/a Landon Atcher) and Jayme M. Atcher (a/k/a Jayme Atcher), his wife, this 18 day of May, 2023. Landon C. Atcher and Jayme M. Atcher are personally known to me or have produced license as identification.

My commission expires: 3-27-26


Notary Public KYNP42133

GRANTEES:

X Stetson Keith Atcher
Stetson Keith Atcher

X Kari Beth Atcher
Kari Beth Atcher

COMMONWEALTH OF KENTUCKY)
) SCT.
COUNTY OF Muhlenberg)

The foregoing instrument was subscribed and sworn to before me by Stetson Keith Atcher and Kari Beth Atcher, husband and wife, this 18 day of May, 2023. Stetson Keith Atcher and Kari Beth Atcher are personally known to me or have produced license as identification.

My commission expires: 3-27-26

[Signature] KYNP42733
Notary Public

PREPARED BY:

Benjamin R. Talley
Benjamin R. Talley
DEATHERAGE, MYERS & LACKEY, PLLC
701 South Main Street
P. O. Box 1065
Hopkinsville, Kentucky 42241
Telephone: (270) 886-6800

DOCUMENT NO: 309796
RECORDED: May 19, 2023 09:50:00 AM
TOTAL FEES: \$53.00 TRANSFER TAX: \$105.00
COUNTY CLERK: CRYSTAL SMITH
DEPUTY CLERK: SHERRY R. WHITNEY
COUNTY: MUHLENBERG COUNTY
BOOK: D605 PAGES: 1087 - 1092

DEED

THIS DEED OF CONVEYANCE, made and entered into on this the 10th day of July, 2015, by and between **Robert N. Garrett** by Shelia Garrett, his Attorney in Fact, and **Sheila Garrett, husband and wife**, whose address is 3905 Stevenson Mill Road, Russellville, KY 42276, hereinafter referred to as Grantors; and **Nathan Trente Naron and Whitney Nichole Naron, husband and wife**, whose address is 118 State Route 949, Dumor, KY 423339 hereinafter referred to as Grantees. Pursuant to KRS 382.135 the in-care-of address to which the property tax bill for current year for the property being transferred may be sent is 118 State Route 949, Dumor, KY 423339.

WITNESSETH: That for and in consideration of the sum of Sixty Seven Thousand Nine Hundred and 00/100 (\$67,900.00), cash in hand paid, the receipt of which is hereby acknowledged, the Grantors do hereby bargain, sell, alien, grant and convey all of their right, title and interest in the said property unto the Grantees, for their joint lives and with the remainder unto the survivor thereof, his or her heirs or assigns, that certain real property located at 1118 State Route 949, Dumor, Muhlenberg County, Kentucky, and being more particularly described as follows in Exhibit "A" attached hereto and made a part hereof.

2015 Real Estate taxes are to be prorated as of the date of this Deed.

TO HAVE AND TO HOLD the above property together with all of the improvements thereon and all of the appurtenances thereunto belonging unto the Grantees, for their joint lives and with the remainder to the survivor thereof, his or her heirs or assigns, forever with Covenants of General Warranty of Title subject however, to the terms and provisions hereof, it being the intention of the parties hereto that the herein described property be conveyed in such manner as to pass under this deed the interest of the one first dying unto the survivor thereof in its entirety in fee simple, absolute.

This conveyance and these covenants of General Warranty of Title are made subject to all existing easements for public roads and public utilities; rules and regulations of the City-County Planning Commission;

and all building and use restrictions applicable to this property as set out in Deed Book 417, Page 307 in the office of the Muhlenberg County Clerk.

For authority of Sheila Garrett to sign this deed of conveyance and the consideration certificate contained herein on behalf of Robert N. Garrett, see "Limited Power of Attorney" recorded in Deed Book 575, Page 456 in the office of the Muhlenberg County Clerk.

The parties hereto state that the consideration reflected in this deed is the full consideration paid for the property. The Grantees join in this deed for the sole purpose of certifying the consideration pursuant to KRS Chapter 382. The parties further certify their understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

IN TESTIMONY WHEREOF, witness the hands of the Grantors and Grantees on this day and date first above written.

GRANTORS:

Robert N. Garrett by Sheila Garrett
Robert N. Garrett by Sheila Garrett his Attorney in fact
Attorney in Fact

Sheila Garrett
Sheila Garrett

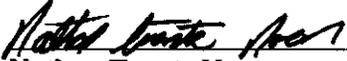
COMMONWEALTH OF KENTUCKY

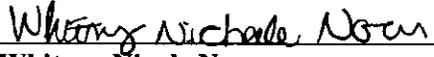
COUNTY OF WARREN

The foregoing deed and consideration certificate was acknowledged, subscribed and sworn to before me this 10th day of July, 2015 by Sheila Garret as Attorney in Fact for **Robert N. Garrett and Sheila Garrett, husband and wife**, Grantors.

[Signature]
NOTARY PUBLIC
My Commission Expires: 8/10
LOUGHRAN

GRANTEES:


Nathan Trente Naron


Whitney Nicole Naron

COMMONWEALTH OF KENTUCKY

COUNTY OF WARREN

The foregoing consideration certificate was acknowledged, subscribed and sworn to before me this the 10th day of July, 2015, by **Nathan Trente Naron and Whitney Nicole Naron, husband and wife**, Grantees.


NOTARY PUBLIC
My Commission Expires: 8/1/16
50464748

THIS INSTRUMENT WAS PREPARED BY:

KERRICK BACHERT, PSC.
1025 State Street -- PO BOX 9547
Bowling Green, KY 42102-9547
(270)782-8160

By:

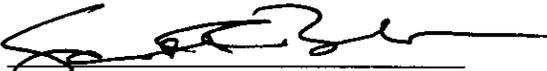

Scott A. Bachert

EXHIBIT "A"

Tract #1: Beginning on Greenville and Bowling Green Road at corner of Penrod School House and running thence East 225 yards with W. T. McMillen into a rock corner, thence North 150 yards to a rock corner; thence West 225 yards to a rock corner; thence South with School House line 75 yards to the beginning, containing 4 acres, more or less.

There is excepted from the above described property the following:

Beginning at a fence post said post being 25 feet South of the centerline of Highway 949 and being a common corner to Cecil McPherson; thence with the old line and the line of a fence S 4-04 W 337.68 feet to a metal fence post corner; thence with the old line and the line of a fence N 83-44 W 203.15 feet to an iron pin a new corner; thence with a new division line N 1-49 E 331.44 feet to an iron pin in the South right of way of Highway 949; thence with said right of way S 85-40 E 216.00 feet to the beginning, containing 1.61 acres, according to survey prepared by Douglas M. Hatfield, R. L. S. #2212 dated May 27, 1982.

All coal, oil, gas and minerals are excepted and reserved only to the extent same may have been excepted, reserved or conveyed by former deeds of record.

Tract #2: Beginning at a rock, old corner, North-west corner of the Ricky Dariel Wester lot as recorded in Deed Book 367, Page 202, and in the East line of former Penrod School House lot, now belonging to the County of Muhlenberg and identified as the Penrod Ball Park lot, and running with the East line of that lot N 4 W, according to recent survey, 85 feet, more or less, passing the Northeast corner of the Ball Park lot at 45 feet, to a point in the South right-of-way line of Highway 949; thence running with the South right-of-way line of the highway in an Easterly direction, approximately N 89-00 E according to one survey, a distance of 460 feet, more or less, to an iron pin, Northwest corner of the Leonard Pendley lot as recorded in Deed Book 350, Page 693; thence a Southerly and Westerly direction; following the common boundary line formed by the North line of the former Billy Long, Jr., 4 acre lot and the South line of the remainder of the John Thomas Arnold Heirs property, which includes the part conveyed hereby, to the beginning.

The above description is intended to convey all of the property owned by the first parties and lying between the North line of the former 4 acre tract and Highway #949 to the North, and bounded by the Leonard Pendley property to the East and the Penrod School House property to the West whether the same is correctly described hereinabove by reason of difference in measurement or other error in description.

There is a 1999 Skyline 28X66 doublewide mobile home, VIN #17380271LAB, located on the property.

SOURCE OF TITLE: Being the same property conveyed to Robert N. Garrett and Sheila Garrett, husband and wife, from Bobby J. Gardner and April L. Gardner (formerly Schultz), husband and wife, by Deed date April 3, 2009 and of record in Deed Book 542, Page 504 in the office of the Muhlenberg County Clerk.

DOCUMENT NO: 264178
RECORDED: July 20, 2015 03:27:00 PM
TOTAL FEES: \$20.00
TRANSFER TAX: \$68.00
COUNTY CLERK: GAYLAN SPURLIN
DEPUTY CLERK: LESLIE
COUNTY: MUHLENBERG COUNTY

BOOK: D575 PAGES: 457 - 460

SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease (“Agreement”) is made as of this 30 day of August, 2022 (“Effective Date”) between Stetson Atcher (a/k/a Stetson Keith Atcher) and Kari Atcher (a/k/a Kari Beth Atcher), husband and wife (“Lessors”), and Lost City Renewables LLC, a Delaware limited liability company (“Lessee”). Lessors and Lessee are referred to individually herein as “Party” and are collectively referred to as “Parties”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessors and Lessee agree as follows:

RECITALS

A. Lessors are the owners of certain real property located in Muhlenberg County in the Commonwealth of Kentucky, more particularly described in the attached Exhibit A, excepting the area carved out and illustrated on Exhibit A (“Premises”).

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy facility (“Project”).

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessors desire to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessors hereby grant to Lessee and Lessee accepts from Lessors an option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation feasibility (“Option”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessors hereby lease the Premises to Lessee and Lessee hereby leases the Premises from Lessors for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “Solar Facilities”:

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors, fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

(ii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, fences, roads and related structures and facilities;

(iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures and/or underground (at Lessee's sole discretion), and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility or third party transmission system (collectively, "**Transmission Facilities**"); and

(iv) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar energy purposes.

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. For purposes of this Agreement, "solar energy purposes" means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting the electrical energy converted from solar energy, and any and all other activities related to the preceding.

(c) Option Period Activities. During the Option Period (defined below), Lessors and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate. However, the Lessee shall provide seven days' notice before entering onto the Premises if such entry would occur during the period in which Kentucky has set deer season, whether gun, bow, or otherwise.

(ii) Lessors, or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable upon no more than 30 days' notice and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

(d) Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessors hereby grant and convey to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an exclusive easement to the free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises prohibiting any obstruction to the open and unobstructed access to the sun (together with the preceding sentence, the "Solar Easement") throughout the entire Premises to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any Solar Facility is or may be located at any time from time to time (each such point referred to as a "Site") and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises. Lessors may not place, plant or retain any trees, structures or improvements on the Premises which may, in Lessee's sole judgment, impede or interfere with the collection and conversion of solar energy, unless Lessors have received prior written approval from Lessee for any such trees, structure or improvement. Lessors may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee's sole discretion. Notwithstanding any other term, the parties agree that the Lessee shall not remove, destroy, damage, or obstruct reasonable access to or otherwise require the removal of the residence or chicken house facilities located on the tracts of Lessors and depicted in Exhibit A.

(ii) an easement for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessors and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(iii) If Lessee wishes to obtain from Lessors one or more easements on, over, across, along and/or above any real property owned by Lessors and adjacent to the Premises but not included in the Premises or the Project (each, an "Additional Easement") in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintenance of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessors shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessors shall execute such amendment promptly after requested by Lessee.

(e) Lessors' Activities. Lessors retain all rights to use that portion of the Premises not occupied by Solar Facilities to the extent such use does not interfere with the Solar Facilities or Lessee's activities on the Premises. Lessors shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Term

(a) Option Period. The “**Option Period**” commences on the Effective Date and expires on the fifth annual anniversary of the Effective Date.

(b) Extended Term. The Agreement shall automatically be extended for the Extended Term, as defined below, on the date specified in a written notice received by Lessors from Lessee of Lessee’s exercise of the Option to lease the Premises for the Extended Term (“**Option Notice**”), which date shall be at least 30 calendar days after the date the Option Notice was sent and must be within the Option Period (“**Extended Term Date**”). Lessee may only exercise the Option for all of the Premises. Further, there are other parcels of land which the Lessee has (or will shortly have) leased near the Premises (“**Other Parcels**”) and that are subject to similar terms as those contained in this Agreement. Lessee may only exercise the Option under this Agreement if Lessee also exercises the options contained in those other lease agreements (“**Other Leases**”) at the same time, such Other Leases and Other Parcels being more fully described in Exhibit C1 and C2 of this Agreement. The Extended Term of the Agreement is 30 years from the Extended Term Date unless sooner terminated in accordance with the terms of the Agreement (“**Extended Term**”).

(c) Renewal Term. Lessee shall have the right, at its option, to extend the Extended Term for four additional periods of five years (each, a “**Renewal Term**”). To exercise its option to renew the term of this Agreement for a Renewal Term, Lessee must deliver a written extension notice to Lessors prior to the expiration of the Extended Term or the applicable Renewal Term, as the case may be, *provided, however*, that if Lessee fails to give notice of the exercise of any option to extend, such option shall not lapse unless Lessors give Lessee written notice requesting that Lessee either exercise or forfeit such option and Lessee, in writing, forfeits such option. The terms of the Agreement during each Renewal Term shall be the same terms and conditions applicable during the Extended Term, except as specifically provided herein. Lessee shall have no right to extend the term of this Agreement beyond the last Renewal Term provided for in this Section 2.1(c) absent further mutual agreement.

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Agreement; or
- (c) An uncured event of default by Lessee and the election of Lessors to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee’s execution and delivery of written notice of termination to Lessors, in Lessee’s sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee’s failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

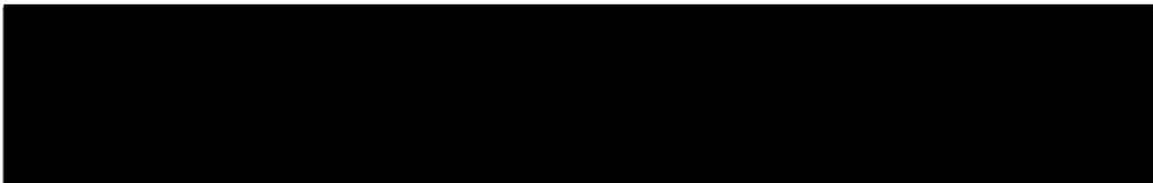
ARTICLE III. PAYMENTS AND TAXES

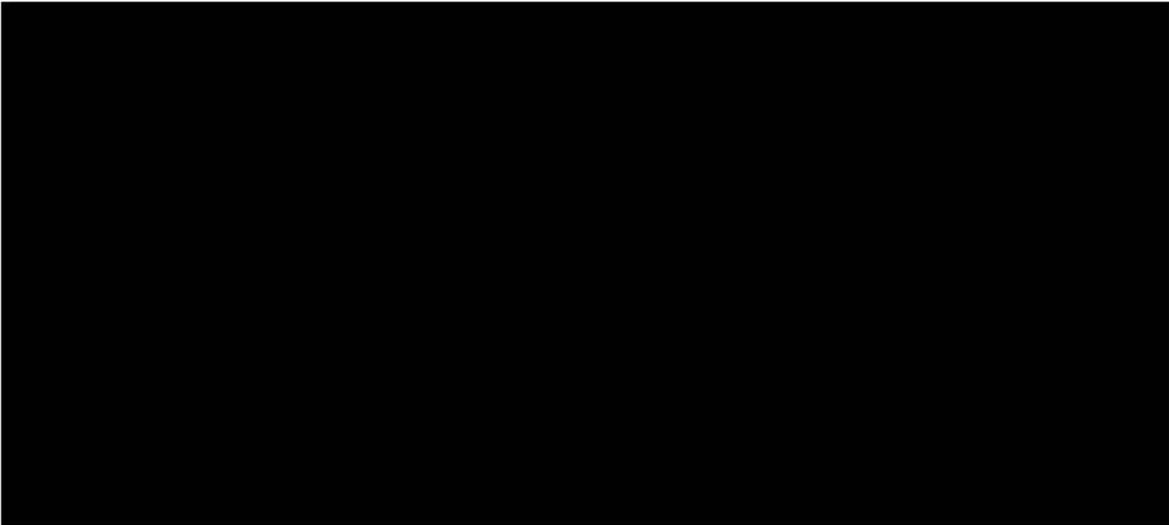
Section 3.1 Option Period Rent



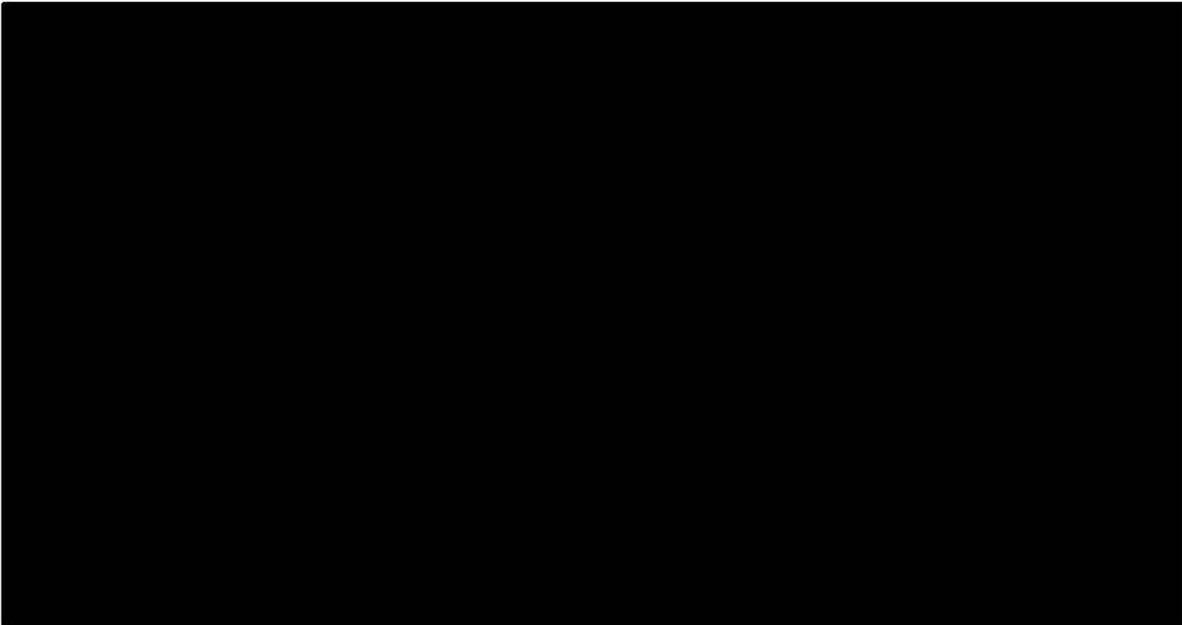
Section 3.2 Annual Rent

The Annual Rent during the Extended Term and any Renewal Term shall be paid as follows:





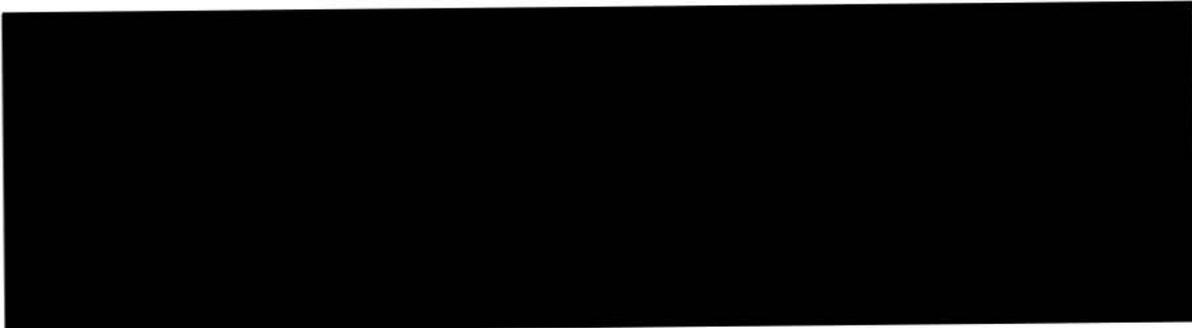
Section 3.3 Taxes, Assessments and Utilities



(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises.

Section 3.4 Continuation of Payment Obligations



ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessors as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessors' interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises within 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessors where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessors shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessors for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessors, shall be controlled and directed by Lessee, but Lessee shall protect Lessors from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessors shall have no ownership or other property interest in any Solar Facilities on the Premises. The Solar Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership

of the Solar Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Solar Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessors and is in full compliance with all applicable laws. Lessee shall consult with Lessors and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of one million dollars, for the period prior to the Extended Term Date, and two million dollars, for the period commencing on the Extended Term Date and during the Extended Term and any Renewal Term. Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well. A combination of primary and umbrella/excess policies may be used to satisfy limit requirements.

ARTICLE V. LESSORS COVENANTS

Lessors covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessors are the sole owners of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessors has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessors. When signed by Lessors, this Agreement constitutes a valid and binding agreement enforceable against Lessors in

accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessors shall, at Lessors' expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessors in writing prior to or at the time of execution of this Agreement.

Specifically, the parties acknowledge that the Lessors have disclosed those items in Exhibit B attached hereto.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessors

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessors or any person claiming through Lessors. Lessors and their activities on the Premises and any grant of rights Lessors make to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessors shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessors shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities. Solar Facilities located on the Premises from time to time may be operated in conjunction with Solar Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessors construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Premises.

(b) Hunting. During the Extended Term and any Renewal Term, Lessors shall not hunt on the Premises, nor shall Lessors permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessors shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessors' operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessors represent to Lessee that Lessors have no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

Lessors shall cooperate with Lessee and use Lessors' best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity

with a lien, encumbrance, mortgage, lease or other exception to Lessors' fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessors shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third-party easements and other land rights needed for the Solar Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessors hereby waive any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessors shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessors for their reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessors shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of Lessors' knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessors to deliver such statement within such time shall be conclusive evidence upon Lessors that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

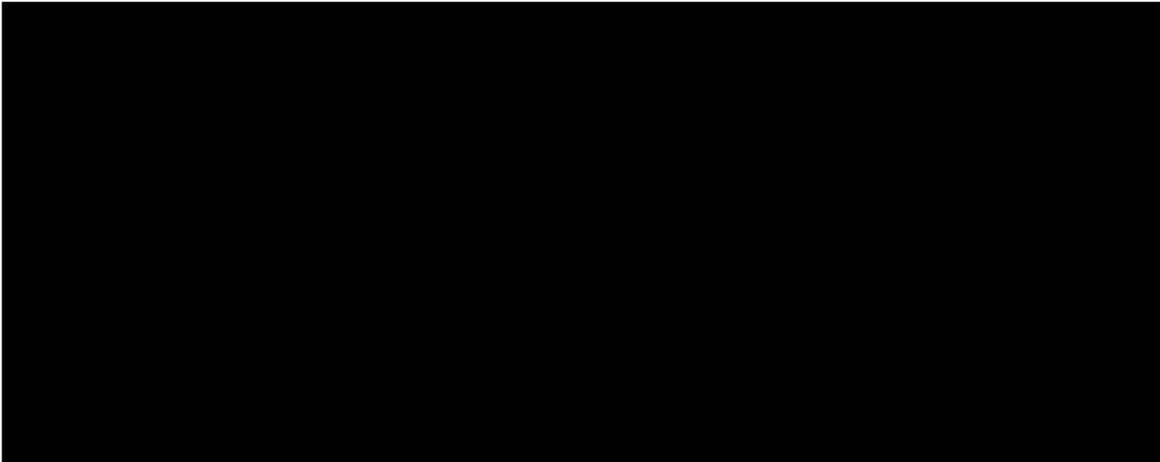
ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other Party and the other Party's officers, directors, employees, representatives, mortgagees and agents (collectively, the "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessors, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

Section 6.2 Crop and Timber Damage

(a) Promptly after initial construction, Lessee shall pay Lessors crop damages for all crops that are removed or damaged as a direct result of Lessee's construction or operation of Solar Facilities on the Premises, in accordance with Section 1.1(c), as calculated below.



ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity ("Lender") as security for the repayment of any indebtedness or the performance of any obligation ("Mortgage") without the consent of Lessors. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessors agree that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee's rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee's interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessors are required to give Lessee notice of the default, Lessors shall also be required to give Lender notice of the default, *provided, however*, that Lessors shall only be required to give notice to Lender if Lessee has given Lessors contact and notice information for the Lender. If Lessors become entitled to terminate this Agreement due to an uncured default by Lessee, Lessors will not terminate this Agreement unless they have first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessors that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement in order to cure the default, Lessors shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee's interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessors nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessors shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessors agree, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall

be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessors any amounts which are due to Lessors from Lessee, (ii) pay Lessors any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessors' consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessors, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessors in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessors in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessors and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessors. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessors, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessors nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION/BONDING

Section 9.1 Events of Default

Each of the following shall constitute an event of default that shall permit the non-defaulting Party to terminate this Agreement or pursue other remedies available at law or equity.

(a) any failure by Lessee to pay any amounts due under Article III if the failure to pay continues for 60 calendar days after written notice from Lessors; or

(b) any other material breach of this Agreement by either Party which continues for 60 days after receipt of written notice of default from the nondefaulting Party or, if the cure will take longer than 60 days, the length of time reasonably necessary to cure as long as the defaulting Party is making diligent efforts to cure during that time.

Section 9.2 Surrender

Upon the termination or expiration of this Agreement, Lessee shall peaceably surrender the Premises to Lessors and remove all Solar Facilities from the Premises at Lessee's expense except as otherwise agreed upon by Lessors and Lessee in writing. Lessee shall have 12 months from the date the Agreement expires or is terminated to remove the Solar Facilities. For the period between the date of termination or expiration and the date upon which Lessee completes removal of the Solar Facilities as required under Section 4.3 of this Agreement, Lessee shall pay to Lessors on a monthly basis an amount equal to the Annual Rent divided by 12, prorated as applicable for any partial month.

Section 9.3 Specific Performance

Lessors acknowledge and agree that should Lessors breach any of their obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessors agree that Lessee shall have the right to seek specific enforcement of this Agreement. In that event, Lessors agree that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee. Nothing in this Section shall be construed as limiting Lessors' right to pursue remedies available at law or equity.

Section 9.4 Restoration Bond

On or before the Extended Term Date, Lessee shall post [REDACTED] to secure Lessee's obligation to remove equipment and restore the Premises as provided herein ("**Restoration Bond**"). The amount of the Restoration Bond shall be reevaluated and adjusted biennially (every two years) thereafter in accordance with the remaining amount due on the mortgage described in Exhibit B attached hereto, and shall remain in effect until the release of said mortgage, unless (i) the Restoration Bond is fully drawn upon earlier by Lessors in accordance with its terms, (ii) Lessors provide Lessee with written notice authorizing the release of the Restoration Bond, or (iii) Lessee has completed its restoration obligations in accordance with Section 4.3(b) of this Agreement. The obligations of this Section 9.4 shall survive the expiration or earlier termination of this Agreement.

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessors:

Stetson and Kari Atcher


If to Lessee:

Lost City Renewables LLC
200 Bellevue Parkway,
Suite 210
Wilmington, DE 19809
Attn: Stewart Wood
Email: stw@cip.dk

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessors and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessors and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessors nor Lessee shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessors and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessors and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Confidentiality

Lessors shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessors, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessors or their employees or agents; or (ii) was already known to Lessors at the time of disclosure and which Lessors are free to use or disclose without breach of any obligation to any person or entity. Lessors shall not use such information for their own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessors may disclose such information to Lessors' lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessors regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessors desire to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessors in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessors shall obtain Lessee's written consent before issuing a press release or having any contact with or

responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.8 shall survive the termination or expiration of this Agreement.

Section 10.9 Counterparts

This Agreement may be executed in two or more counterparts and by different Parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 10.10 Memorandum of Lease

Lessors and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement (“**Memorandum**”). During the Option Period, Extended Term and any Renewal Term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description provided by Lessee’s surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises does not materially reduce or exceed the boundaries of the Premises as originally described in Exhibit A. Lessors hereby grant Lessee the right to execute such amendment to the Memorandum without obtaining the prior consent of Lessors and without requiring Lessors’ signature, if allowable under state law and county recording requirements. Lessee shall provide a copy of each such amendment to Lessors within 60 days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessors hereby consent to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Lessors, Lessee shall provide a recordable acknowledgement of such termination to Lessors.

Section 10.11 Multiple Owners

The parties comprising Lessors shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessors shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessors under this Agreement or the performance of any obligation owed to Lessors under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessors under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessors agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

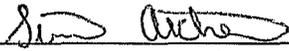
Section 10.13 State Specific Provisions

Reserved.

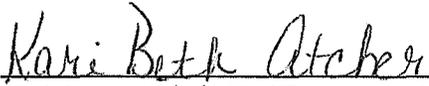
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IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSORS:



Stetson Atcher (a/k/a Stetson Keith Atcher)



Kari Atcher (a/k/a Kari Beth Atcher)

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSEE:

Lost City Renewables LLC,
a Delaware limited liability company

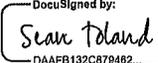
By: 
Name: Sean Toland
Title: Authorized signor
Dated: August 31, 2022 | 23:20:31 CEST

EXHIBIT A

DESCRIPTION OF PREMISES

Parcel 1:

BEGINNING at corner number 50, a point in the center of a gravel road; said gravel road; located 4.6 miles South of the Town of Beechmont, Kentucky along Highway U.S. 431; said point located 500 feet East of U.S. 431 along gravel road in the East right-of-way of the Louisville and Nashville Railroad; thence with the railroad right-of-way North 13° 12' West - 118.34 feet to a point; thence along the railroad right-of-way North 13° 32' West - 232.52 feet to a point; thence North 20° 41' West - 339.11 feet to a point; thence North 31° 17' West - 203.50 feet to a point; thence North 34° 23' West - 750.73 feet to a point; thence North 31° 00' West 197.33 feet to a point; thence North 24° 26' West - 141.47 feet to a point; thence North 17° 41' West 197.32 feet to a point; thence North 14° 29' West - 1053.94 feet to a point; thence North 11° 05' West - 197.14 feet to a point; thence still along the East right-of-way of railroad North 3° 47' 30" West - 212.66 feet to a metal post; thence along the North edge of a gravel road South 82° 39' East - 1065.10 feet to a metal post; thence North 38° 59' West - 1207.36 feet to a corner post; thence North 81° 32' East - 521.54 feet to a corner post; thence North 17° 14' East - 1572.37 feet to a metal post; thence North 86° 03' East - 1960.90 feet to a fence corner; thence along fence North 14° 28' West - 2412.14 feet to a fence corner; thence along branch South 82° 28' East 279.50 feet to a metal post; thence South 87° 52' East - 408.96 feet to a metal post set in the center of an old road; thence along the center of the old road South 79° 57' East - 296.95 feet to a metal post; thence along the center of the old road South 84° 58' East - 643.16 feet to a fence corner with a stone; thence North 0° 09' West - 379.35 feet to a fence corner and stone located in the South right-of-way of a paved highway; thence along the South line of said highway North 78° 50' East - 592.34 feet to a metal post; Thence South 04° 15' West - 198.97 feet to a metal post; thence South 10° 56' East - 106.23 feet to a metal post set in the center of an old road; thence along center of old road North 66° 06.5' East - 568.05 feet to a white oak in the center of old road; thence along a fence South 16° 27' East - 1882.60 feet to a fence corner; thence along a fence South 72° 37' East - 192.40 feet to a fence corner with stone; thence along a fence North 33° 59' East - 370.99 feet to a metal post; thence North 66° 51' East - 770.23 feet to a metal post; thence South 52° 35' East - 412.00 feet to a metal post; thence South 66° 35' East - 1231.80 feet to a sugar maple located in fence line; thence South 15° 54' East - 259.84 feet to a white oak located on a small creek; thence South 15° 40' West - 2092.77 feet to a metal post; thence North 79° 20' West - 528.02 feet to a metal post; thence South 38° 01' East - 1300.90 feet to a 10 inch hickory in a fence line; thence along a fence South 66° 26' West - 1320.00 feet to a metal post; thence North 39° 34' West - 792.00 feet to a metal post; thence South 68° 18' West - 1722.31 feet to a metal post; thence South 45° 12' East - 990.00 feet to a metal post; thence South 7° 12' East - 825.00 feet to an iron pipe; thence South 84° 48' West - 2264.31 feet to a stone; thence South 67° 54' West - 119.83 feet to a point in the center of a gravel road; thence along center of gravel road South 70° 27' West - 69.96 feet to a point; thence along center of gravel road South 57° 23' West - 29.50 feet to a point; thence along center of gravel road South 37° 20' West - 33.73 feet to a point; thence along center of gravel road South 24° 31' West - 44.65 feet to a point; thence along center of gravel road South 13° 48' West - feet to a point; thence along center of gravel road South 0° 24' East - 67.5.5 feet to a point; thence along center of gravel road South 6° 53' West - 153.74 feet to a point; thence along center of gravel road South 35° 58' West - 51.34 feet to a point; thence along center of gravel road South 71° 28' West - 163.05 feet to a point; thence along center of gravel road South 58° 54' West - 43.72 feet to a point; thence along center of gravel road South 48° 38' West - 82.30 feet to a point; thence along center of gravel road South 79° 00' West - 51.97 feet to a point; thence along

center of gravel road North 80° 45' West - 89.87 feet to a point; thence along center of gravel road North 86°54' West - 32.92 feet to a point; thence along center of gravel road South 74° 34' West - 35.97 feet to a point; thence along center of gravel road South 52° 06' West - 83.40 feet to a point; thence along center of gravel road South 58° 58' West - 125.95 feet to a point; thence along center of gravel road South 67° 11' West - 101.64 feet to a point; thence along center of gravel road South 61° 35' West - 412.12 feet to a point; thence along center of gravel road South 69° 49' West - 52.16 feet to a point; thence along center of gravel road South 79° 06' West - 33.66 feet to a point; thence along center of gravel road North 89° 56' West - 59.65 feet to a point; thence along center of gravel road North 75° 13' West - 46.71 feet to a point; thence along center of gravel road North 63° 59' West - 116.29 feet to a point; thence along center of gravel road North 55° 38' West - 76.12 feet to a point; thence along center of gravel road North 50° 42' West - 72.49 feet to a point; thence along center of gravel road North 74° 00' West 44.18 feet to a point; thence along center of gravel road South 85° 15' West - 54.38 feet to a point; thence along center of gravel road South 79° 48' West - 122.48 feet to a point; thence along center of gravel road South 82° 17' West - 96.97 feet to a point; thence along center of gravel road South 81° 20' West - 156.36 feet to a point; thence a long center of gravel road South 63° 09' West 81.84 feet to the point of beginning, containing 97732 acres, according to a survey conducted by Associated Engineers Service, Inc. in November 1974, using magnetic bearings (hereinafter the "Real Property").

SOURCE OF TITLE: And being the same property conveyed to Grantor (Gardner Farm, Inc.) by and from Bobby Gardner, a single person, by Deed dated July 27, 1998, of record in Deed Book 460, pages 751-755, Muhlenberg County Clerk's Office.

There is excepted from the above Real Property herein conveyed the following off-Conveyances, Easements, Exceptions and Reservations, namely:

1. Any existing farm (crop) and/or hunting leases;
2. Any minerals (including oil, gas and coal) of, under and relating to the Real Property as reserved in prior Deeds of record.
3. A conveyance of a certain 2.19 acres and a Deed of Easement from Grantor (Gardner Farm, Inc.) to and in favor of Jimmy Gene Gardner, all as described in the Deed of Conveyance and Deed of Easement, dated November 19, 2019, and recorded in Deed Book 594, page 999, Muhlenberg County Clerk's Office;
4. A Deed of Easement from Grantor (Gardner Farm, Inc.) to and in favor of Scotty James Gardner, as reflected in the Deed of Easement dated November 19, 2019, and recorded in Deed Book 594, page 994, Muhlenberg County Clerk's Office;
5. A Deed of Conveyance to The Gardner Family Cemetery Perpetual Trust, dated November 25, 2019, and recorded in Deed Book 594, page 1103, Muhlenberg County Clerk's Office; and
6. Any and all other easements existing or visible on the premises and/or of record.

Deed Book 594 at pages 1712-1717, of record in the office of the Muhlenberg County Clerk.

Parcel 1 contains 977.72 acres
Parcel 1 Tax ID No: 225-00-00-028.000

Parcel 2:

Beginning at an iron pipe (found) in the East right-of-way of Highway 949 and the East right-of-way of Union Ridge Road and being the Southwest corner of a lot now owned by Stella Mallory; thence with the old line North 77-01-45 East, 735.84 feet to a corner stone; thence South 20-24-38 East, 204.77 feet to a corner stone; thence North 54-36-12 East, 472.22 feet to a corner stone; thence North 58-50-08 East, 1230.72 feet to an iron pin (found) stamped 2102 in a stump on the East edge of an old road; thence South 30-10-00 East, 213.90 feet to an iron pipe (found) in the old road; thence South 21-26-18 East, 1350.05 feet to an iron pipe (found); thence south 02-34-31 East, 76.39 feet to a metal stake; thence South 08-49-10 East, 143.16 feet to a metal stake; thence South 04-16-39 East, 244.20 feet to a metal stake; thence South 06-12-30 East 244.99 feet to a metal stake; thence South 05-18-55 East, 275.83 feet to a metal stake; thence South 05-37-20 East, 257.81 feet to a metal stake, thence South 04-17-1 East, 142.85 feet to an iron pipe (found) in a drain; thence South 83-36-38 West, 542.40 feet to an iron pipe (found); thence South 40-37-54 West, 176.28 feet to a corner stone, thence North 59-42-42 West; 682.99 feet to a corner stone, thence North 87-58-30 West, 933.68 feet to an iron pin (set) in the East right-of-way of Highway 949; thence crossing said highway South 88-75-13 west, 84.70 feet to an iron pin (found) stamped 2212 in the West right-of-way of Highway 949; thence with said right of-way North 42-16-01 West, 243.61 feet to an iron pin (found) stamped 2212 in the South right-of-way of Shady lane, thence with said lane South 55-07-11 west, 316.85 feet; to an iron pin (found) stamped 2212; thence North 63-43-51 West, 41.77 feet to an iron pin (found) stamped 2474; thence North 87-42-27 West, 918.69 feet to corner stone and rebar; thence North 61-32-53 West, 830.80 feet to a corner stone; thence North 61-24-58 West, 526.29 feet to a metal post; thence North 86-15-55 West, 536.50 feet to a iron pin (set); thence South 69-21-12 West, 785.40 feet to a corner stone; thence North 39-31-28 East, 374.39 East to an 18 inch oak; thence North 33-49-30 East, 491.96 feet to a metal gas line marker; thence North 32-54-03 East, 252.60 feet to a 30 inch oak; thence North 34-28-38 East; 349.47 feet to a fence post; thence North 32-56-11 East, 121.49 feet to a cross tie in fence line; thence North 32-16-17 East, 383.53 feet to an iron pipe (found); thence North 14-50-10 West, 76.24 feet to an iron pin (set); thence North 70-57-06 East, 218.11 feet to an iron pin (set) in the South right-of-way of Highway 949; thence crossing said highway North 70-57-11 East, 118.32 feet to an iron pin (set) in the North right of way of Highway 949; thence with an old abandoned road the following six (6) calls: North 70-43-50 East, 58.20 feet; North 63-13-21 East, 203.80 feet; North 39-08-5 I, East, 71.40 feet; North 64-56-21 East, 120.00 feet; South 87-42-49 East, 310.20 feet and North 79-46-24 East, 647.05 feet to the center of the Union Ridge Road; thence with the centerline of the Union Ridge Road the following five (5) calls: South 41-19-38 East 110.26 feet; South 33-05-41 East, 114.92 feet, South 21-40-33 East, 85.22 feet; South 15-41-52 East, 122.86 feet; South 17-11-23 East, 111.30 feet and South 23-01-48 East, 314.48 feet; thence South 30-18-32 East, 68.11 feet to the beginning containing 252.5 acres, less the right-of-way of Highway 949, Union Ridge Road and the Wood's Cemetery, pursuant to survey by Douglas Hatfield, L.S. #2212, dated May 6, 1998, and being of record in Plat Cabinet 0, Slide #350.

EXCEPTION ONE: There is excepted and not conveyed herein the following described tract which was conveyed to Wayne S. Charbonneau and wife, Chantal K. Charbonneau in Deed Book 538 page 321:

A certain tract or parcel located on the west side of Kentucky Highway 949 approximately 1.75 miles east of the community of Penrod in Muhlenberg County, Kentucky and being more specifically described as follows:

Unless stated otherwise, any monument referred to herein as a "set iron pin" is a 5/8" diameter rebar, 18" in length set with an orange plastic cap stamped "PLS #2939". All bearings stated herein are referred to the south line of the Stella Mallory property as described of a plat prepared by Douglas M. Hatfield "PLS #2212" for the Linda Stover property, which is described in Deed Book 406 Page 707 at the Muhlenberg County Court Clerk's Office.

Beginning at an iron pin set, approximately 1586 feet north from Shady Lane, at a culvert, said iron pin also being on the west right-of-line of KY Hwy 949; thence along the west right-of-way line of said KY Hwy 949 the following two (2) calls: thence along a curve to the right having a radius of 589.20 feet and an arc distance of 148.23 feet to a point on the west right-of-way line of said KY Hwy 949; South 18 degrees 42 minutes 58 seconds East, a distance of 253.39 feet to an iron pin set on the west right-of-way line of said KY Hwy 949; thence severing the Linda Stover property recorded in Deed Book 406, Page 707, of which this description is a part, the following five (5) calls: South 71 degrees 51 minutes 10 seconds West, a distance of 873.03 feet to an iron pin set in the said Linda Stover property; North 17 degrees 40 minutes 14 seconds West, a distance of 598.21 feet to an iron pin set on the north side of a ditch in the said Linda Stover property; North 81 degrees 11 minutes 32 seconds East, a distance of 142.54 feet to an iron pin set on the north side of a ditch in the said Linda Stover property; North 85 degrees 51 minutes 00 seconds East, a distance of 284.91 feet to an iron pin set on the north side of a ditch in the said Linda Stover property; North 85 degrees 33 minutes 26 seconds East, a distance of 446.14 feet to the point of beginning, containing 10.000 acres and being subject to all legal written and unwritten easements and right of way. This description was prepared from a physical survey conducted under the direction of Bruce K. Bailey, PLS #2939 on July 7, 2008.

EXCEPTION TWO: There is further excepted the following described tract which was conveyed to Wayne S. Charbonneau and wife, Chantal K. Charbonneau, by deed recorded in Deed Book 538, page 421, in the office of the Clerk of the Muhlenberg County Court:

Unless stated otherwise, any monument referred to herein as a "set iron pin " is a 5/8" diameter rebar, 18' in length set with an orange plastic cap stamped "PLS #2939". All bearings stated herein are referred to the South line of the Stella Mallory property as described on a plat prepared by Douglas M. Hatfield "PLS #2212" for the Linda Stover property, which is described in Deed Book 406, page 707 (now Deed Book 460, page 241) at the Muhlenberg County Court Clerk's Office.

Beginning at an iron pin set, approximately 1185 feet North from Shady Lane on the West right-of-way line of Kentucky Highway 949; thence along the West right-of-way line of said Kentucky Highway 949, S 17-40-24 E, a distance of 498.98 feet to an iron pin set on the West right-of-way line of said Kentucky Highway 949; thence along the South side of a creek and severing the Linda Stover property recorded in Deed Book 406, page 707, of which this description is a part, the following three (3) calls: S 71-51-10 W, passing an iron pin set on line at 618.62 feet and a total distance of 873.06 feet to an iron pin set on the South side of a creek and in the said Linda Stover property; N 17-40-14 W, a distance of 498.98 feet to an iron set in the said Linda Stover property; N 71-51-10 E, a distance of 873.03 feet to the point of beginning, containing 10.000 acres, pursuant to survey by Bruce K. Bailey, PLS #2939 on July 7, 2008, and being subject to all legal written and unwritten easements and rights-of-way.

EXCEPTION THREE: There is further excepted the following described tract which was conveyed to Wanda Mallory by deed dated July 28, 2009, and recorded in Deed Book 543, page 770, in the office of the Clerk of the Muhlenburg County Court.

A certain tract or parcel located on the East side of Kentucky Highway 949 approximately 1.75 miles east of the community of Penrod in Muhlenberg County, Kentucky, and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set iron pin" is a 5/8" diameter rebar, 18" inches in length set with an orange plastic cap stamped "PLS #2939". All bearings stated herein are referred to the south line of Stella Mallory as described on a plat prepared by Douglas M. Hatfield "PLS 2212" for the Linda Stover property, which described in Deed Book 406, Page 707 at the Muhlenberg County Court Clerk's Office.

Beginning at a point in the east right-of-way line of Kentucky Highway 949, said point also being in the southwest corner of the Stella M. Mallory property recorded in Deed Book 330 Page 241; thence with the south line of the said Mallory property, North 77 degrees 01 minutes 45 seconds East, passing a 1" iron pipe a distance of 11.84 feet and a total distance of 281.18 feet to a stump in the south line of the said Mallory property; thence severing the Linda Belle Stover property, which this description is a part, recorded in Deed Book 406, page 707, South 52 degrees 23 minutes 47 seconds West, a distance of 266.89 feet to an iron pin set in the east right-of-way line of the said Highway; thence with the east right-of-way line of said Highway along a curve to the left having a radius of 710.36 feet, an arc distance of 117.87 feet to the point of beginning, containing 0.3546 acres or 15,447 square feet and being subject to all legal written and unwritten easements and rights of way. This description was prepared from a physical survey conducted under the direction of Bruce K. Bailey, PLS #2939 on December 5, 2007.

EXCEPTION FOUR: There is further excepted the following described tract which was conveyed to Frank Richards and wife, Sheila Richards, by deed dated Feb. 12, 2012, and recorded in Deed Book 557, page 47, in the office of the Clerk of Muhlenburg County Court.

Being a description of a part of the Robert and Linda Belle Stover property located on Highway 949 East of Penrod, Kentucky, and more particularly described as follows:

Beginning at an iron pin (found) stamped LS 2939 in the North right of way of Highway 949, seven hundred feet Southeast of its intersection with Union Ridge Road and being the Southwest corner of property now owned by Jerry M. Wilkinson (DB 533 pg. 239); thence with the South line of Wilkinson the following (8) eight calls: North 78 19 30 East 255.42 feet to an iron pin (found) stamped LS 2939; North 81 15 54 East 74.51 feet to an iron pin (found) stamped LS 2939; South 68 36 07 East 58.98 feet to an iron pin (found) stamped LS 2939; North 76 57 08 East 86.44 feet to an iron pin (found) stamped LS 2939; North 60 58 16 East 47.53 feet to an iron pin (found) stamped LS 2939; North 82 11 01 East 70.81 feet to an iron pin (found) stamped LS 2939; North 26 30 19 East 93.15 feet to an iron pin (found) stamped LS 2939 and North 76 58 45 East 1077.18 feet to an iron pin (found) stamped LS 2939 at the Southeast corner of the Wilkinson property; thence with the East line of same North 13 00 59 West 762.54 feet to an iron pin (found) stamped LS 2939 in the old line of which this is a part and being the Northeast corner of Wilkinson; thence with the old North line North 58 50 08 East 597.26 feet to an iron pin (found) stamped LS 2102 in the old East line and the West line of property now owned by Lloyd Bryant, Gary Embry and Scott Flener (DB 553 pg. 715); thence with the West line of same and the East line of which this is a part the following (6) six calls: South 30 10 00 East 213.90 feet to an iron pipe (found); South 21 26 18 East 1350.05 feet to an iron pipe (found); South 02 34 31 East 76.39 feet to a

metal stake (found); South 08 49 10 East 143.16 feet to a metal stake (found); South 04 16 39 East 244.20 feet to a metal stake (found) and South 06 12 30 East 244.99 feet to a metal stake (found); thence with a new division line South 86 56 20 West 2029.06 feet to an iron pin (set) at the new Southeast corner of the Wood's Cemetery; thence with the new East line of Cemetery North 00 32 06 West 216.45 feet to an iron pin (set) at the new Northeast corner of said Cemetery; thence with the new North line of Cemetery North 82 23 20 West 492.67 feet to an iron pin (set) in the East right of way of Highway 949; thence with said right of way North 17 38 59 West 526.10 feet to the beginning, containing 71.45 acres.

EXCEPTION FIVE: There is further excepted the following described property which was conveyed to Wood Cemetery by deed dated February 10, 2012, recorded in Deed Book 557, page 222, in the office of the Clerk of the Muhlenburg County Court:

Beginning at an iron pin (set) in the East right-of-way of Highway 949 thirty feet from its center and being 178.00 feet South of the centerline of the gravel road to the Wood Cemetery; thence with said right-of-way North 20-30-32 West, 324.12 feet to an iron pin (set); thence with a new division line South 82-23-20 East, 492.67 feet to an iron pin (set) 20.00 feet East of a stone at the original Northeast corner of the existing cemetery; thence South 00-32-06 East, 216.45 feet to an iron pin (set); thence South 86-40-36 West, 377.43 feet to the beginning containing 2.55 acres.

The above being the same property reserved in Deed Book 292, page 220, being a family cemetery of approximately 0.85 acres, together with a roadway thereto, with the description of the cemetery and limitations on mining, to which reference is made for the exact terms thereof and also being a part of the same property conveyed to Linda Belle Stover and husband, Robert Stover, and survivor, by Grace Wood, a widow, and Linda Belle Stover and husband, Robert Stover, by deed dated April 26, 1991, and of record in the Office of the Clerk of Muhlenberg County, Kentucky, in Deed Book 406, page 707.

EXCEPTION SIX: There is further excepted the following described property which was conveyed to Jerry M. Wilkinson and wife, Mary Sue Wilkinson, by deed dated February 10, 2012, as recorded in Deed Book 557, page 224, in the office of the Clerk of the Muhlenburg County Court.

Unless stated otherwise, any monument referred to herein as a "set iron pin " is a 5/8" diameter rebar, 18' in length set with an orange plastic cap stamped "PLS #2939". All bearings stated herein are referred to the South line of the Stella Mallory property as described on a plat prepared by Douglas M. Hatfield "PLS #2212" for the Linda Stover property, which is described in Deed Book 406, page 707 (now Deed Book 460, page 241) at the Muhlenberg County Court Clerk's Office.

Beginning at an iron pin set in the East right-of-way line of Kentucky Highway 949, said iron pin being 117.74 feet Southeast from the Southwest corner of the Stella Mallory property recorded in Deed Book 303, page 241; thence severing the Linda Belle Stover property, of which this description is a part, N 52-23-47 E, a distance of 266.89 feet to a stump in the South line of the said Stella Mallory property; thence with the South line of the said Stella Mallory property, N 77-01-45 E, a distance of 466.50 feet to a stone found in the Northwest corner of the Lloyd & Vicki Copeland property recorded in Deed Book 456, page 7 (Plat Cabinet I Slide 511-Tract 7); thence continuing with the South line of Mallory, N 79-51-38 E, 463.59 feet to an iron pin being at the Southeastern most corner of the Wanda L. Mallory property recorded in Deed Book 449, page 227 (Plat Cabinet I Slide 511 - Tract 2); thence with the South line of the said Wanda L. Mallory property, N 58-50-08 E, a distance of 632.86 feet to an iron pin set on line; thence severing the Linda Belle Stover property recorded in Deed Book 406, page 707 (now Deed Book 460, page 241), (Tract I & 2), of which this description is a part, the following nine (9) calls: S 12-58-15 E, a distance of 763.35 feet to an iron pin set in the said Stover property; S 77-01-45 W, a distance of 1077.01 feet to an iron pin set in the said Stover property, said iron pin also being on the North side of a

ditch; thence along the North side of said ditch, S 26-32-29 W, a distance of 93.16 feet to an iron pin set in the said Stover property; thence along the North side of said ditch, S 82-13-15 W, a distance of 70.81 feet to an iron pin set in the said Stover property; thence along the North side of said ditch, S 61-07-07 W, a distance of 47.30 feet to an iron pin set in the said Stover property; thence along the North side of said ditch, S 76-51-47 W, a distance of 86.73 feet to an iron pin set in the said Stover property; thence along the North side of a ditch, N 68-31-07 W, a distance of 58.91 feet to an iron pin set in the said Stover property; thence along the North side of said ditch, S 81-19-59 W, a distance of 74.46 feet to an iron pin set in the said Stover property; thence along the North side of said ditch, S 78-20-50 W, a distance of 255.48 feet to an iron pin set in the East right-of-way line of Kentucky Highway 949; thence with the said East right-of-way line of said highway, N 18-16-16 W, a distance of 381.96 feet to a point in the East right-of-way line of said highway; thence along a curve to the left having a radius of 710.36 feet, an arc distance of 132.81 feet along said curve to the point of beginning, containing 25 acres, pursuant to survey by Bruce K. Bailey, PLS #2939 on December 3, 2007, and being subject to all legal written and unwritten easements and rights-of-way.

EXCEPTION SEVEN: There is also excepted the following described property which was conveyed to Stephen L. Thresher and wife, Melessia Thresher, by deed dated June 14, 2013, recorded in Deed Book 564, page 563, in the office of the Clerk of the Muhlenberg County Court.:

Beginning at an iron pin [set] in the east right-of-way of Highway 949 thirty feet from its center, at the southwest corner of the 2.55 acre new wood's cemetery property (tract 2 of the recorded plat in slide 856 in the Muhlenberg County Court Clerks office, Greenville, Kentucky) and being 178 feet south of the gravel road to cemetery; thence with the south line of cemetery north 86 -40 - 36 east, 377.43 feet to an iron pin [set] at the southeast corner of cemetery and being a common corner with the 71.45 acre [tract one]; thence north 86-56-20 east, 2029.06 feet to a metal stake [found] in the old east line of which this is a part and the west line of property now owned by Lloyd Bryant and others in [db 553 pg. 715]; thence with the old east line and the line of Bryant the following [3] three calls; south 05-18-55 east, 275.83 feet to a metal stake [found]; south 05-37-20 east, 257.81 feet to a metal stake [found] and south 04-17-10 east, 142.85 feet to an iron pipe [found] in a drain and being a common corner with property now owned by David B. Dearmond Jr. (Db 510 pg. 92 & Db 543 pg. 350); thence with the old south line of which this is a part and the north line of Dearmond the following [4] four calls; south 83-36-38 west, 542.40 feet to an iron pipe [found]; south 40-37-54 west, 176.28 feet to a corner stone [found]; north 59-42-42 west, 682.99 feet to another corner stone [found] and north 87-58-29 west, 933.68 feet to an iron pin [found] stamped Is 2212 in the east right-of-way of highway 949; thence with a curve to the right having a delta angle 13-14-06, a radius of 2000.00 feet, an arc of 461.99 feet, a chord bearing north 38-37-40 west, 460.96 feet to the beginning containing 29.25 acres.

Deed Book 565 at pages 53-61, of record in the office of the Muhlenberg County Clerk.

Parcel 2 contains 107.98 acres
Parcel 2 Tax ID No: 225-00-00-035.000

Parcel 3:

A certain parcel of land in Kentucky lying in Muhlenberg County in the community of Penrod more particularly described as follows: Unless stated otherwise, any monument referred to herein as an iron pin set is a 1/2" rebar 18" in length with plastic cap stamped "DAVIDSON PLS 4145." All tree monuments have three hack marks. All bearings and coordinates are based on Kentucky Single Zone Coordinate System by GPS, using Geoid 2012b. Beginning at a corner point in the right-of-way of Highway 431 (60' right-of-way as per KY DOT Proj. No 15), and in the center of a creek, referenced by a mag nail set (PLS 4145) lying S 29°16'43" E 136.98' from said point, being located N 14° W 553' from the centerline intersection of HWY 431 and Penrod Cutoff Rd and Belcher Lane, being a corner to Pamela Parsons and John W. Parsons (Deed Book 343, Page 711), and having the coordinates N: 3568742.20, E:4555613.55. Thence with Pamela Parsons and John W. Parsons and meandering the centerline of the creek for 3 calls: S 85°00'00" W a distance of 25.24'; thence S 56°40'09" W a distance of 225.76' to a point referenced by an iron pin set lying N 87°51'23" W 35.08 from said point; and thence S 64°36'20" W a distance of 56.43'; thence with Pamela Parsons and John W. Parsons and then Perry N. Forsythe et al. and meandering the centerline of a creek (Deed Book 347, Page 693) N 56°11'04" W a distance of 185.73' to a point; thence with Perry N. Forsythe et al., and meandering the centerline of a creek for the next several calls: N 53°23'56" W a distance of 90.26'; thence N 42°43'55" W a distance of 108.94'; thence N 19°53'16" W a distance of 123.41'; thence N 40°44'56" W a distance of 64.67'; thence N 47 12'25" W a distance of 169.14'; thence N 42°05'14" W a distance of 142.51'; thence N 41°29'26" W a distance of 104.52' to a point referenced by an iron pin set lying N 34°19'57" E 22.10' from said point; thence N 39°37'07" W a distance of 230.68'; thence N 59°55'40" W a distance of 163.21'; thence N 71°17'49" W a distance of 387.75'; thence N 57-09' 58" W a distance of 33.57' to a point referenced by an iron pin set lying N 69° 57' 04" E 24.04' from said point; thence N 00°09'05" E a distance of 35.02'; thence N 21°54'14" E a distance of 150.88'; thence N 10°31'20" W a distance of 35.36'; thence N 41°51'58" W a distance of 19.69'; thence N 75°41'19" W a distance of 171.78'; thence N 82°09'01" W a distance of 102.29'; thence S 57°26'10" W a distance of 272.38' to a corner point in the center of a creek referenced by an iron pin set lying N 20°47'40" W 30.12', a corner to Doyle Skipworth and Lois Skipworth (Deed Book 298, Page 379); thence with Doyle Skipworth and Lois Skipworth N 20°47'40" W a distance of 934.96' to a 24" Poplar tree, a corner to Robert Wayne Brown and Karon M. Brown (Deed Book 570, Page 459); thence with Robert Wayne Brown and Karen M. Brown for 2 calls: N 17°24'47" W a distance of 91.38' to an iron pin set at a corner post; thence N 78°37'08" E a distance of 512.48' to a 1"x 1" Thar "RLS 639"), a corner to Andrew M. Van Donselaar (Deed Book 590, Page 840); thence with Andrew M. Van Donselaar N 80°14'30" E a distance of 1069.93' to a new corner point to Helen Doss & Rebecca Blake Jarvis (Deed Book 567, Page 928); thence severing the lands of Helen Doss & Rebecca Blake Jarvis (Deed Book 567, Page 928) for the next 6 calls S 21°02'57" E, 503.92' to an iron pin set; thence N 87°50'06" E, 540.94' to an iron pin set; thence N 03°13'38" E, 59.50' to an iron pin set in the center of a gravel drive; thence meandering the centerline of a gravel drive for 3 calls S 89°51'32" E, 21.13'; thence S 82°42'05" E, 22.17'; thence S 75°58'53" E, 47.55' to an iron pin set in the aforementioned right of way; thence meandering said right of way for the remaining calls: S 09°39'18" W, 240.00; thence with a curve turning to the left with an arc length of 458.38', with a radius of 2397.25', with a chord bearing of S 02°40'06" W, with a chord length of 457.68'; thence S 02°48'34" E a distance of 213.20' to an iron pin set; thence with a curve turning to the left with an arc length of 958.90', with a radius of 7267.25', with a chord bearing of S 06°35'22" E, with a chord length of 958.20'; thence S 10°22'10" E a distance of 68.42' to the point of beginning, having an area of 73.00 acres according to this survey performed by Davidson Land Surveying, 270-202-2236, claydavidsonpls@mail.com, William Clay Davidson (PLS No. 4145, issued May 20, 2016). Dated: 10/21/19, Job No. 19-039.

This being the same property conveyed to Rebecca Blake Jarvis by Helen Doss, an unmarried person by Deed dated the 18th day of February, 2014, now of record in Deed Book 567, Page 928, of the Office of the Clerk of Muhlenberg County.

Deed Book 594 at pages 892-896, of record in the office of the Muhlenberg County Clerk.

Parcel 3 contains 73.00 acres

Parcel 3 Tax ID No: 211-00-00-016.002

The Premises contains 1,158.70 acres, less the excepted and reserved areas depicted in the graphics below.

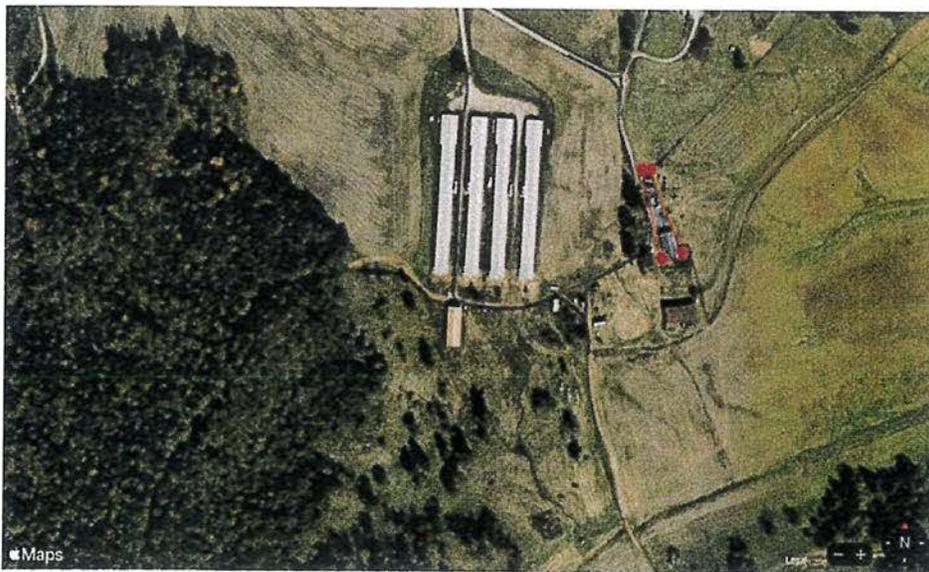
Excepted and Reserved Areas



Note: Press and hold the Shift Key then Click to set a marker. To edit a marker, let go of the Shift Key, then drag. Make sure you are saving at least one red point. Saving done via browser local storage, deleting browser cookies/data, etc. will clear your saved measurements. Consider screenshots for permanent storage. This is the free Apple® Maps version. [Help File & App Links](#) or [Contact](#) and [Simple Mobile Web Version \(only works on mobile\)](#). To access the map controls w/o scrolling, minimize the bottom Google Banner Ad from its top left corner. To print, you must use your own screen shot/crop utility (Command + Shift + 4 on Mac, Windows Key + Shift + S on Windows).

Distance Area

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0.0244 km²
262823.4647 ft²
29202.6343 yd²
0.0094 mi²
6.0336 ac

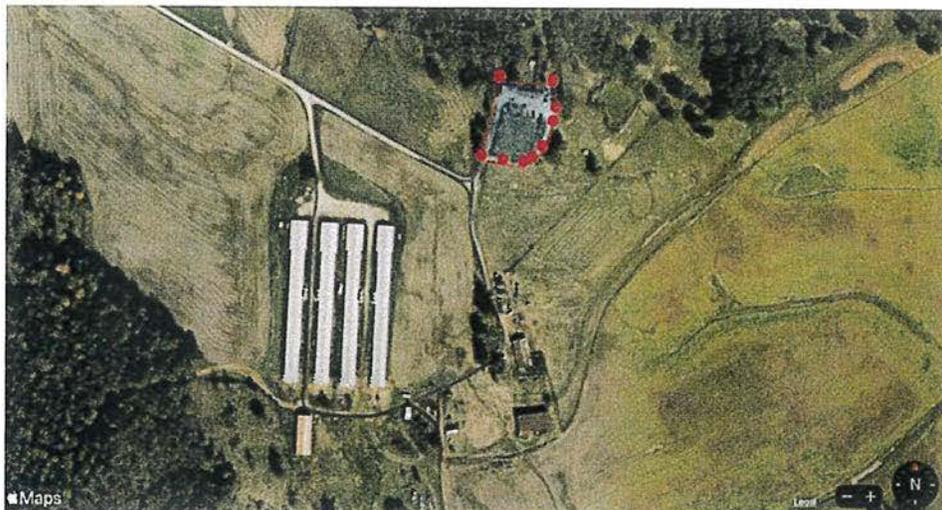


24.27 101 100 11000000000

Note: Press and hold the S Click to set a marker. To edit a marker, let go of the Shift Key, then drag. Make sure you are saving at least one red point. Saving done via browser local storage, deleting browser cookies/data, etc. will clear your saved measurements. Consider screenshots for permanent storage. This is the free Apple® Maps version. [Help File & App Links](#) or [Contact](#) and [Simple Mobile Web Version \(only works on mobile\)](#). To access the map controls w/o scrolling, minimize the bottom Google Banner Ad from its top left corner. To print, you must use your own screen shot/crop utility (Command + Shift + 4 on Mac, Windows Key + Shift + S on Windows).

Distance Area

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0.0013 km²
13593.6679 ft²
1510.4089 yd²
0.0005 mi²
0.3121 ac

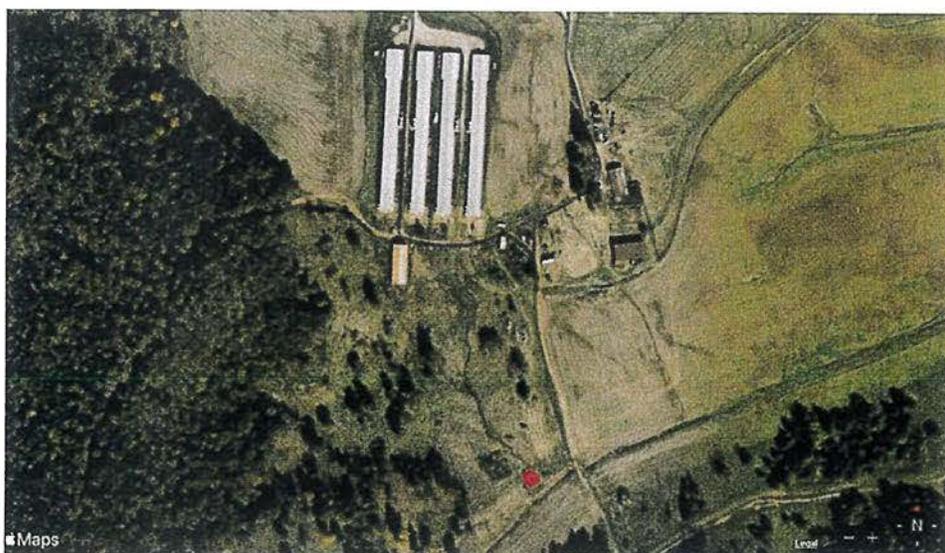


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Distance Area

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 0.0044 km²
 47169.8777 ft²
 5241.1024 yd²
 0.0017 mi²
 1.0829 ac

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Note: Press and hold the
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Distance Area

13.2968 m²
 0.0000 km²
 143.1252 ft²
 15.9028 yd²
 0.0000 mi²
 0.0033 ac

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EXHIBIT B
LANDOWNER DISCLOSURES

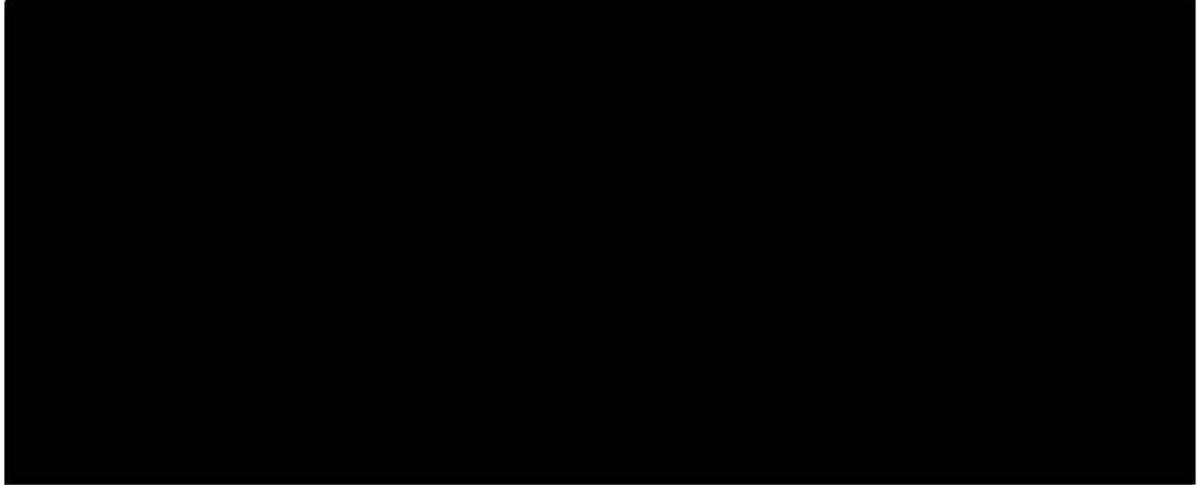


Exhibit C1

Other Leases

1. That certain Solar Option and Land Lease by and between Landon Atcher (a/k/a Landon Chase Atcher) and Jayme Atcher (a/k/a Jayme Marie Atcher), husband and wife, and Lost City Renewables LLC, a Delaware limited liability company, dated August 30, 2022; as evidenced by that certain Memorandum of Solar Option and Land Lease by and between Landon Atcher (a/k/a Landon Chase Atcher) and Jayme Atcher (a/k/a Jayme Marie Atcher), husband and wife, and Lost City Renewables LLC, a Delaware limited liability company, dated August 30, 2022.

Exhibit C2

Other Parcels
Landon and Kari Atcher Lease

Jayme

Parcel 1:

TRACT 1. Beginning at a black walnut and two dogwoods, running thence S 48 E 48 poles to a black gum and dogwood; thence N 57 E 78 poles to a hickory; thence S 33 E 16 poles to a black oak and white oak; thence S 15 E 60 poles to a double dogwood and white oak; thence S 34 W 100 poles to a dogwood, black oak and chestnut oak; thence N 65 W 126 poles to two chestnut oaks; thence N 60 E 50 poles to a stake; thence to the beginning containing one hundred acres, more or less.

TRACT 2. Beginning at a chestnut and dogwood and running thence N 61 E 46 poles with Hughe's line to a black gum and an elm; thence N 45 W 35 poles to three gum in Jemima A. Wood's line; thence S 36 W 58 poles to a spanish oak; thence S 11 W 10 poles to the beginning containing five acres.

B. THE EASEMENT:

Together with a permanent easement as described below across the lands of Grantor located 2.5 miles north of the City of Dunmor, Muhlenberg County, Kentucky:

Being a certain parcel of land located approximately 2.5 miles north of the City of Dunmor, Muhlenberg County, Kentucky, and approximately 0.8 miles east of the Community of Penrod, Muhlenberg County, Kentucky at 800 Free Lane, Dunmor, KY 42339 and being further described as follows:

Unless stated otherwise, any monument referred to as an iron rebar (set) is a 5/8-inch by 18-inch rebar with a blue plastic cap stamped "DDI T. FUTCH PLS 4163". All bearings contained herein were obtained by Trimble GPS Equipment using Kentucky (south) coordinate system.

Together with a 30 feet wide access easement known as Free Lane and being further described as follows:

BEGINNING at a point in the intersection of the center of Kentucky Highway 949 and the center of Free Lane; thence with the center of Free Lane the following fourteen (14) calls, South 00° 48' 56" East, 155.89 feet to a point; thence South 03° 53' 43" East, 273.36 feet to a point; thence South 00° 37' 20" West, 147.15 feet to a point; thence South 11° 09' 20" East, 170.11 feet to a point; thence South 12° 15' 30" East, 113.43 to a point, located North 77° 44' 30" East, 17.75 feet from a 5/8" rebar and no cap (found), the north east corner of Neal Napier (Deed Book 447 Page 131); thence continuing with the center of Free Lane South 12° 15' 30" East, 361.78 feet to a point; thence South 12° 45' 36" East, 321.41 feet to a point; thence South 09° 54' 40" East, 169.88 feet to a point; thence with a curve to the left with an arc length of 60.55 feet, having a radius of 122.06 feet, a chord bearing of South 24° 07' 23" East and a chord distance of 59.93 feet, to a point; thence continuing with the curve to the left with an arc length of 111.72 feet, having a radius of 122.06 feet, a chord bearing of South 64° 33' 24" East and a chord distance of 107.86 feet, to a point; thence North 89° 13' 19" East, 136.79 feet to a point; thence with a curve to the right with an arc length of

284.35 feet, having a radius of 515.79 feet, a chord bearing of South 74° 59' 05" East and a chord distance of 280.77 feet, to a point; thence South 59° 11' 29" East, 248.47 feet to a point; thence South 59° 45' 53" East, 675.62 feet to a point, the end of the 30' wide access easement known as Free Lane located South 30° 14' 07" West, 15.00 feet from a 5/8" rebar and cap (found), PLS #4163, the south east corner of the Gardner Family Cemetery (Deed Book 589 Page 954); said point (the end of Free Lane) being the beginning of the center of a 20' wide Joint Use Access Easement; thence with the center of said 20' wide easement the following thirty six (36) calls, South 59° 45' 53" East, 596.77 feet to a point; thence with a curve to the left with an arc length of 105.96 feet, with a radius of 1,541.40 feet, a chord bearing of South 61° 44' 03" East and a chord distance of 105.94 feet, to a point; thence South 63° 42' 12" East, 121.03 feet to a point; thence with a curve to the right with an arc length of 61.76 feet, having a radius of 47.94 feet, a chord bearing of South 26° 47' 57" East and a chord distance of 57.57 feet, to a point; thence South 10° 06' 18" West, 52.24 feet to a point; thence with a curve to the left with an arc length of 60.71 feet, having a radius of 121.52 feet, a chord bearing of South 04° 12' 23" East and a chord distance of 60.08 feet, to a point; thence South 18° 31' 05" East, 98.15 feet to a point; thence South 12° 09' 27" East, 100.97 feet to a point; thence with a curve to the left with an arc length of 51.60 feet, having a radius of 169.66 feet, a chord bearing of South 20° 52' 13" East and a chord distance of 51.40 feet, to a point; thence South 29° 34' 59" East, 39.16 feet to a point; thence with a curve to the right with an arc length of 160.55 feet, having a radius of 97.78 feet, a chord bearing of South 17° 27' 27" West and a chord distance of 143.11 feet, to a point; thence South 64° 29' 53" West, 137.89 feet to a point; thence with a curve to the left with an arc length of 63.70 feet, having a radius of 54.80 feet, a chord bearing of South 31° 11' 37" West and a chord distance of 60.18 feet, to a point; thence South 02° 06' 38" East, 248.04 feet to a point; thence with a curve to the left with an arc length of 178.94 feet, having a radius of 671.94 feet, a chord bearing of South 09° 44' 22" East and a chord distance of 178.41 feet, to a point; thence South 17° 22' 06" East, 117.41 feet to a point; thence South 11° 49' 46" East, 143.99 feet to a point; thence with a curve to the left with an arc length of 103.19 feet, having a radius of 336.93 feet, a chord bearing of South 20° 36' 11" East and a chord distance of 102.78 feet, to a point; thence 29° 22' 36" East, 122.27 feet to a point; thence South 22° 49' 56" East, 153.34 feet to a point; thence with a curve to the 60.24 feet, having a radius of 34.66 feet, a chord bearing of South 72° 37' 11" East and a chord distance of 52.94 feet, to a point; thence North 57° 35' 34" East, 164.76 feet to a point; thence with a curve to the right with an arc length of 237.20 feet, having a radius of 1,179.11 feet, a chord bearing of North 63° 21' 21" East and a chord distance of 236.80 feet, to a point; thence with a curve to the right with an arc length of 79.99 feet, having a radius of 277.50 feet, a chord bearing of North 77° 22' 37" East and a chord distance of 79.22 feet, to a point; thence North 85° 38' 06" East, 193.67 feet to a point; thence North 82° 07' 45" East, 260.57 feet to a point; thence with a curve to the right with an arc length of 77.64 feet, having a radius of 72.61 feet, a chord bearing of South 67° 14' 11" East and a chord distance of 74.00 feet, to a point; thence South 36° 36' 07" East, 61.33 feet to a point; thence South 19° 06' 58" East, 104.41 feet to a point; thence with a curve to the left with an arc length of 98.68 feet, having a radius of 248.48 feet, a chord bearing of South 30° 29' 36" East and a chord distance of 98.03 feet to a point; thence South 41° 52' 14" East, 122.25 feet to a point; thence South 28° 54' 50" East, 163.65 feet to a point; thence with a curve to the right with an arc length of 367.59 feet, a chord bearing of South 11° 02' 15" East and a chord distance of 361.65 feet, to a point; thence South 06° 50' 19" West, 168.33 feet to a point; thence with a curve to the left with an arc length of 121.91 feet, having a radius of 271.85 feet, a chord bearing of South 06° 00' 32" East and a chord distance of 120.90 feet to a point; thence South 18° 51' 23" East, 143.27 feet to a point, the terminus of said easement, in the line of Scotty J. Gardner (Deed Book 393 Page 60), said point being located South

38° 14' 15" East, 162.99 feet from a metal T Post (found) and being located North 38° 14' 15" West, 629.31 feet from a metal T Post (found), both metal T Posts being corners of Scotty J. Gardner.

This being the same property conveyed to Carson R. Thurston and Windy Thurston by Scotty J. Gardner and Teresa J. Gardner by Deed and Easement dated the 9th day of January, 2020, now of record in Deed Book 594, page 1718, of the Office of the Clerk of Muhlenberg County.

Deed Book 594 at pages 1858-1864, of record in the office of the Muhlenberg County Clerk.

Parcel 1 contains 105 acres
Parcel 1 Tax ID No.: 224-00-00-040.000

Parcel 2:

Beginning at an iron pin found in the southwest right of way line of Pendley Mill Road, said point lying 15 feet from centerline, said point also being the southeast corner to Betsy Waller (Deed Book 555, page 836); thence with said right of way line, and 15 feet from centerline of said road as follows: South 23-47-30 East, 265.17 feet to a point; thence South 21-40-51 East, 206.10 feet to a point; thence South 23-28-12 East, 353.94 feet to a point; thence with a curve to the right, having a radius of 1,898.09 feet, a chord bearing of South 19-03-16 East, a chord distance of 292.28 feet, with an arc distance of 292.56 feet to an iron pin set, said point being a corner to Mary West (Deed Book 556, page 41); thence with West as follows: South 85-50-25 West, 6.14 feet to an iron pin set; thence South 06-02-19 East, 399.74 feet to an iron pin set, said point being a corner to Shawn Conkwright (Deed Book 456, page 486); thence with Conkwright South 85-01-20 West, 407.93 feet to a T-pin found, said point being a corner to Kimberly Clark (Deed Book 467, page 115); thence with Clack South 84-17-18 West, 294.95 feet to a T-pin found, said point being a corner to said Conkwright; thence with Conkwright South 84-01-38 West, 60.54 feet to a T-pin found, said point being a corner to Brenda Clack (Deed Book 467, page 107); thence with Clack South 81-53-32 West, 380.34 feet to an iron pin set in the east right of way line of the old L & N Railroad, said point lying 30 feet from centerline; thence with said right of way line, and 30 feet from centerline of said railroad, North 09-06-21 West, 1,503.08 feet to an iron pin set, said point being a corner to Leonard Pendley (Deed Book 507, page 385); thence with Pendley North 72-33-05 East, 632.12 feet to an iron pin set, said point being a corner to said Waller; thence with Waller as follows: South 13-55-53 East, 176.66 feet to an iron pin found; thence North 78-31-24 East, 279.09 feet to the point of beginning, containing 37.633 acres, as per survey by Cody W. Henderson, P.L.S. No. 3771 of Henderson Land Surveying, LLC, on October 2, 2013, a plat of said survey being of record in the Office of the Clerk of Muhlenberg County, Kentucky, in Plat Cabinet Slide #899, being Tract #1 thereon.

Deed Book 598 at pages 818, of record in the office of the Muhlenberg County Clerk.

Parcel 2 contains 37.63 acres
Parcel 2 Tax ID No.: 213-00-00-029.001

Parcel 3:

Beginning at an iron pin and cap marked LS 2474 set at the point of intersection of the South right of way line of the Mason Poyner Road (30 feet to centerline) with the East right of way of the old L & N Railroad (30 feet to centerline); thence with the South right of way of the Mason Poyner Road six (6) calls as follows: S 63 01 45 E 83.96 feet; N 81 06 20 E 205.67 feet; N 79 01 00 E 175.93 feet; N 89 57 35 E 43.07 feet; S 65 39 15 E 33.89 feet; and S 51 48 20 E 89.04 feet to a point in said right of way on the West side of a private gravel driveway, same located S 22 54 30 E 18.5 feet from a 28 inch oak near the edge of the public road; thence on a new division line with Maggie Pendley and the West side of said driveway S 22 54 30 E 281.25 feet to a gate post, a new corner with Maggie Pendley; thence continuing with said new division line S 67 24 35 W 632.12 feet to an iron pin and cap set in the East right of way of the old L & N Railroad; thence with said right of way N 14 27 20 W 482.77 feet to the beginning, containing 5.94 acres, more or less, according to a survey conducted by Frank J. Kondracki, Jr., RLS #2474, on February 11, 1987.

Being the same property conveyed to Leonard Pendley, a single person, by deed dated November 6, 2014, as recorded in Deed Book 571, page 885, in the office of the Muhlenberg County Court Clerk.

Deed Book 598 at pages 818-820, of record in the office of the Muhlenberg County Clerk.

Parcel 3 contains 5.94 acres
Parcel 3 Tax ID: 213-00-00-029.002

The Premises contains 148.57 acres, less the excepted and reserved areas depicted in the graphics below.

SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease (“Agreement”) is made as of this 30 day of August, 2022 (“Effective Date”) between Landon Atcher (a/k/a Landon Chase Atcher) and Jayme Atcher (a/k/a Jayme Marie Atcher), husband and wife (“Lessors”), and Lost City Renewables LLC, a Delaware limited liability company (“Lessee”). Lessors and Lessee are referred to individually herein as “Party” and are collectively referred to as “Parties”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessors and Lessee agree as follows:

RECITALS

A. Lessors are the owners of certain real property located in Muhlenberg County in the Commonwealth of Kentucky, more particularly described in the attached Exhibit A (“Premises”).

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy facility (“Project”).

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessors desire to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessors hereby grant to Lessee and Lessee accepts from Lessors an option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation feasibility (“Option”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessors hereby lease the Premises to Lessee and Lessee hereby leases the Premises from Lessors for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “Solar Facilities”:

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors, fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

(ii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, fences, roads and related structures and facilities;

(iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures and/or underground (at Lessee's sole discretion), and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility or third party transmission system (collectively, "**Transmission Facilities**"); and

(iv) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar energy purposes.

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. For purposes of this Agreement, "solar energy purposes" means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting the electrical energy converted from solar energy, and any and all other activities related to the preceding.

(c) Option Period Activities. During the Option Period (defined below), Lessors and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate. However, the Lessee shall provide seven days' notice before entering onto the Premises if such entry would occur during the period in which Kentucky has set deer season, whether gun, bow, or otherwise.

(ii) Lessors, or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable upon no more than 30 days' notice and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

(d) Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessors hereby grant and convey to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an exclusive easement to the free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises prohibiting any obstruction to the open and unobstructed access to the sun (together with the preceding sentence, the “**Solar Easement**”) throughout the entire Premises to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any Solar Facility is or may be located at any time from time to time (each such point referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises. Lessors may not place, plant or retain any trees, structures or improvements on the Premises which may, in Lessee’s sole judgment, impede or interfere with the collection and conversion of solar energy, unless Lessors have received prior written approval from Lessee for any such trees, structure or improvement. Lessors may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee’s sole discretion. Notwithstanding any other term, the parties agree that the Lessee shall not remove, destroy, damage, or obstruct reasonable access to or otherwise require the removal of the residence or chicken house facilities located on the tracts of Lessors and depicted in Exhibit A.

(ii) an easement for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time (“**Access Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessors and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(iii) If Lessee wishes to obtain from Lessors one or more easements on, over, across, along and/or above any real property owned by Lessors and adjacent to the Premises but not included in the Premises or the Project (each, an “**Additional Easement**”) in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintenance of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessors shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessors shall execute such amendment promptly after requested by Lessee.

(e) Lessors’ Activities. Lessors retain all rights to use that portion of the Premises not occupied by Solar Facilities to the extent such use does not interfere with the Solar Facilities or Lessee’s activities on the Premises. Lessors shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Term

(a) Option Period. The “**Option Period**” commences on the Effective Date and expires on the fifth annual anniversary of the Effective Date.

(b) Extended Term. The Agreement shall automatically be extended for the Extended Term, as defined below, on the date specified in a written notice received by Lessors from Lessee of Lessee’s exercise of the Option to lease the Premises for the Extended Term (“**Option Notice**”), which date shall be at least 30 calendar days after the date the Option Notice was sent and must be within the Option Period (“**Extended Term Date**”). Lessee may only exercise the Option for all of the Premises. Further, there are other parcels of land which the Lessee has (or will shortly have) leased near the Premises (“**Other Parcels**”) and that are subject to similar terms as those contained in this Agreement. Lessee may only exercise the Option under this Agreement if Lessee also exercises the options contained in those other lease agreements (“**Other Leases**”) at the same time, such Other Leases and Other Parcels being more fully described in Exhibit C1 and C2 of this Agreement. The Extended Term of the Agreement is 30 years from the Extended Term Date unless sooner terminated in accordance with the terms of the Agreement (“**Extended Term**”).

(c) Renewal Term. Lessee shall have the right, at its option, to extend the Extended Term for four additional periods of five years (each, a “**Renewal Term**”). To exercise its option to renew the term of this Agreement for a Renewal Term, Lessee must deliver a written extension notice to Lessors prior to the expiration of the Extended Term or the applicable Renewal Term, as the case may be, *provided, however*, that if Lessee fails to give notice of the exercise of any option to extend, such option shall not lapse unless Lessors give Lessee written notice requesting that Lessee either exercise or forfeit such option and Lessee, in writing, forfeits such option. The terms of the Agreement during each Renewal Term shall be the same terms and conditions applicable during the Extended Term, except as specifically provided herein. Lessee shall have no right to extend the term of this Agreement beyond the last Renewal Term provided for in this Section 2.1(c) absent further mutual agreement.

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

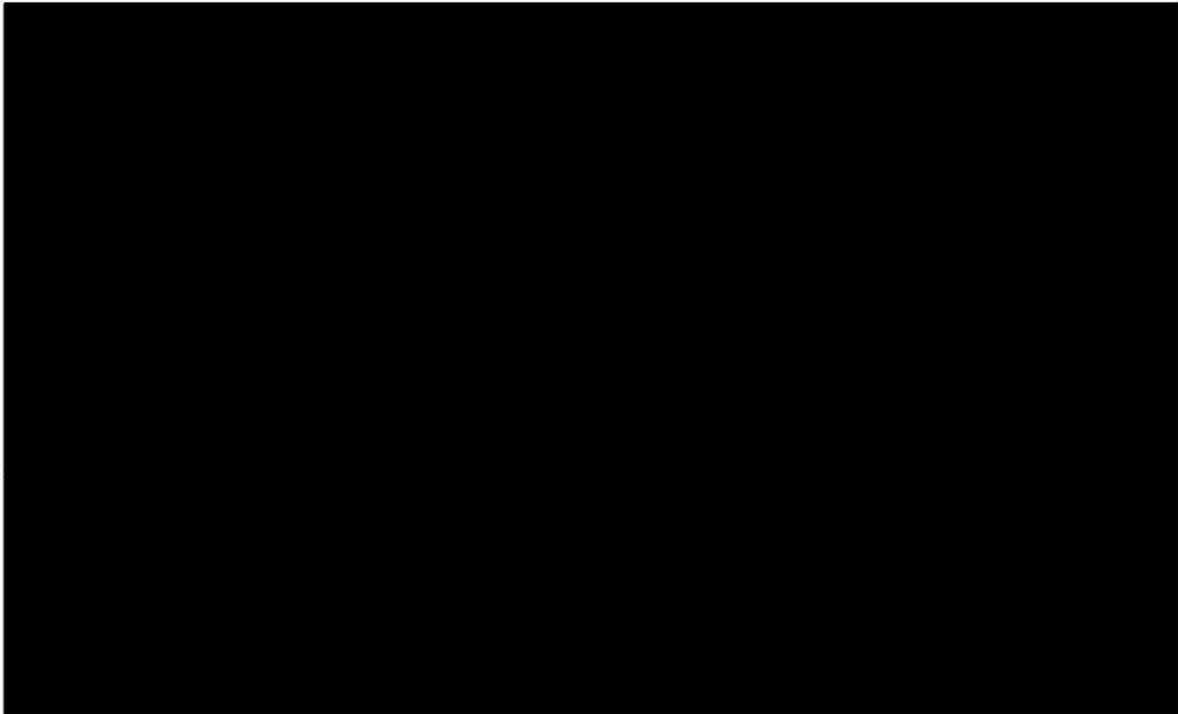
- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Agreement; or
- (c) An uncured event of default by Lessee and the election of Lessors to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee’s execution and delivery of written notice of termination to Lessors, in Lessee’s sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee’s failure to deliver the Option Notice prior to the expiration of the Option Period.

Section 2.3 Survival of Covenants

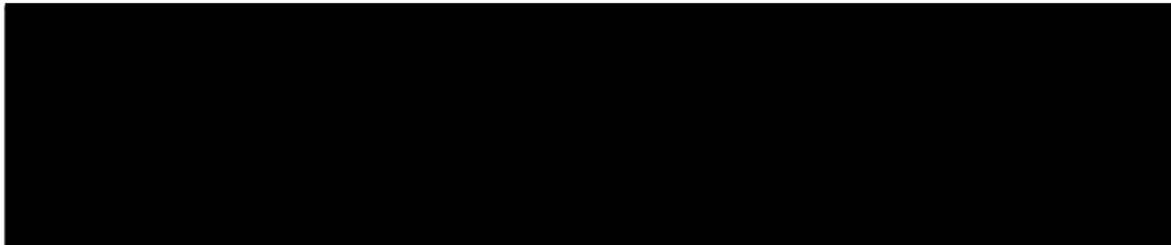
The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

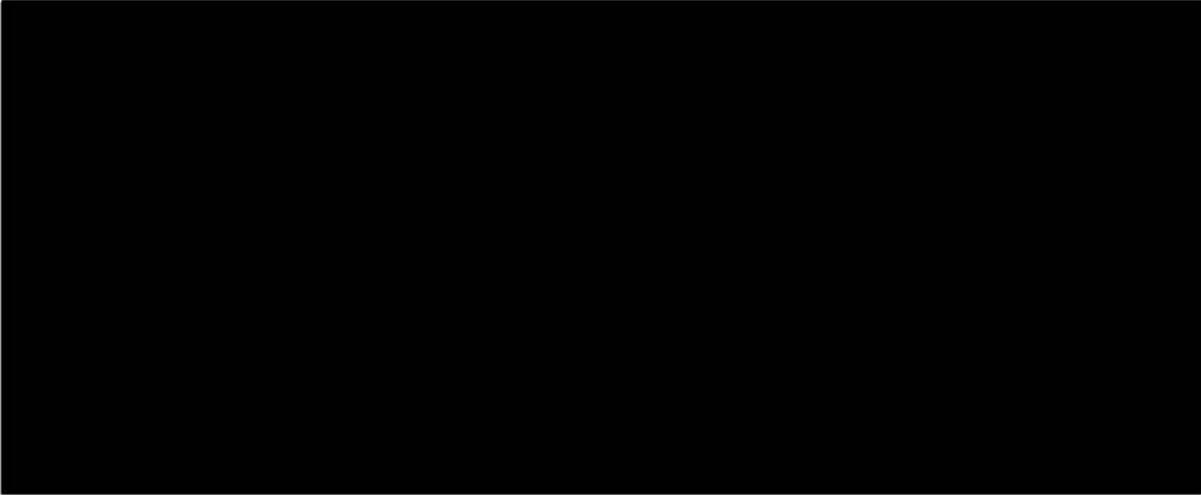
ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent



Section 3.2 Annual Rent





Section 3.3 Taxes, Assessments and Utilities



(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises.

Section 3.4 Continuation of Payment Obligations



ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessors as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessors' interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises within 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessors where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessors shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessors for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessors, shall be controlled and directed by Lessee, but Lessee shall protect Lessors from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessors shall have no ownership or other interest in any Solar Facilities on the Premises. The Solar Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership

of the Solar Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Solar Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessors and is in full compliance with all applicable laws. Lessee shall consult with Lessors and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of one million dollars, for the period prior to the Extended Term Date, and two million dollars, for the period commencing on the Extended Term Date and during the Extended Term and any Renewal Term. Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well. A combination of primary and umbrella/excess policies may be used to satisfy limit requirements.

ARTICLE V. LESSORS COVENANTS

Lessors covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessors are the sole owners of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessors has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessors. When signed by Lessors, this Agreement constitutes a valid and binding agreement enforceable against Lessors in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for

title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessors shall, at Lessors' expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessors in writing prior to or at the time of execution of this Agreement.

Specifically, the parties acknowledge that the Lessors have disclosed those items in Exhibit B attached hereto.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessors

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessors or any person claiming through Lessors. Lessors and their activities on the Premises and any grant of rights Lessors make to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessors shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessors shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities. Solar Facilities located on the Premises from time to time may be operated in conjunction with Solar Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessors construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Premises.

(b) Hunting. During the Extended Term and any Renewal Term, Lessors shall not hunt on the Premises, nor shall Lessors permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessors shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessors' operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessors represent to Lessee that Lessors have no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

Lessors shall cooperate with Lessee and use Lessors' best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessors' fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights

granted to Lessee under this Agreement. Lessors shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third-party easements and other land rights needed for the Solar Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessors hereby waive any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessors shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessors for their reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

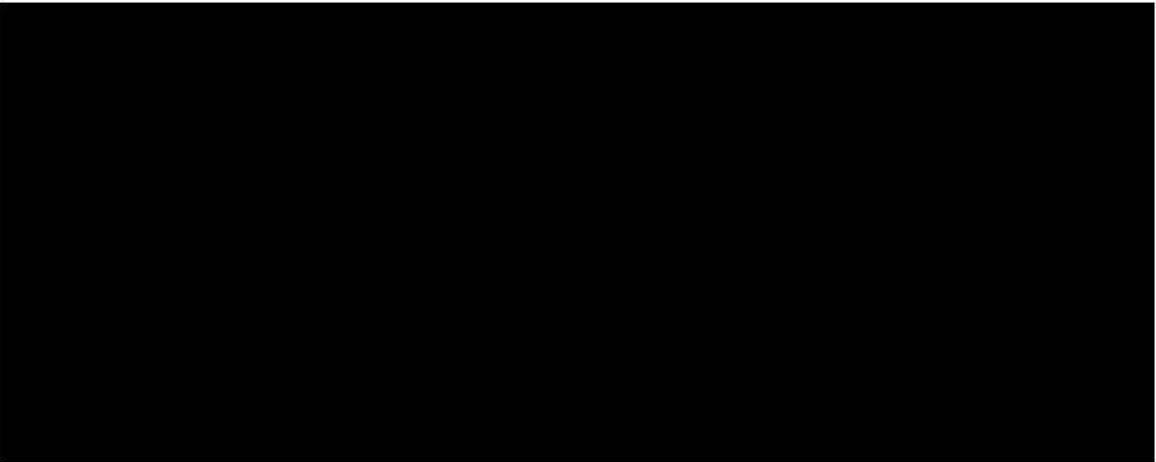
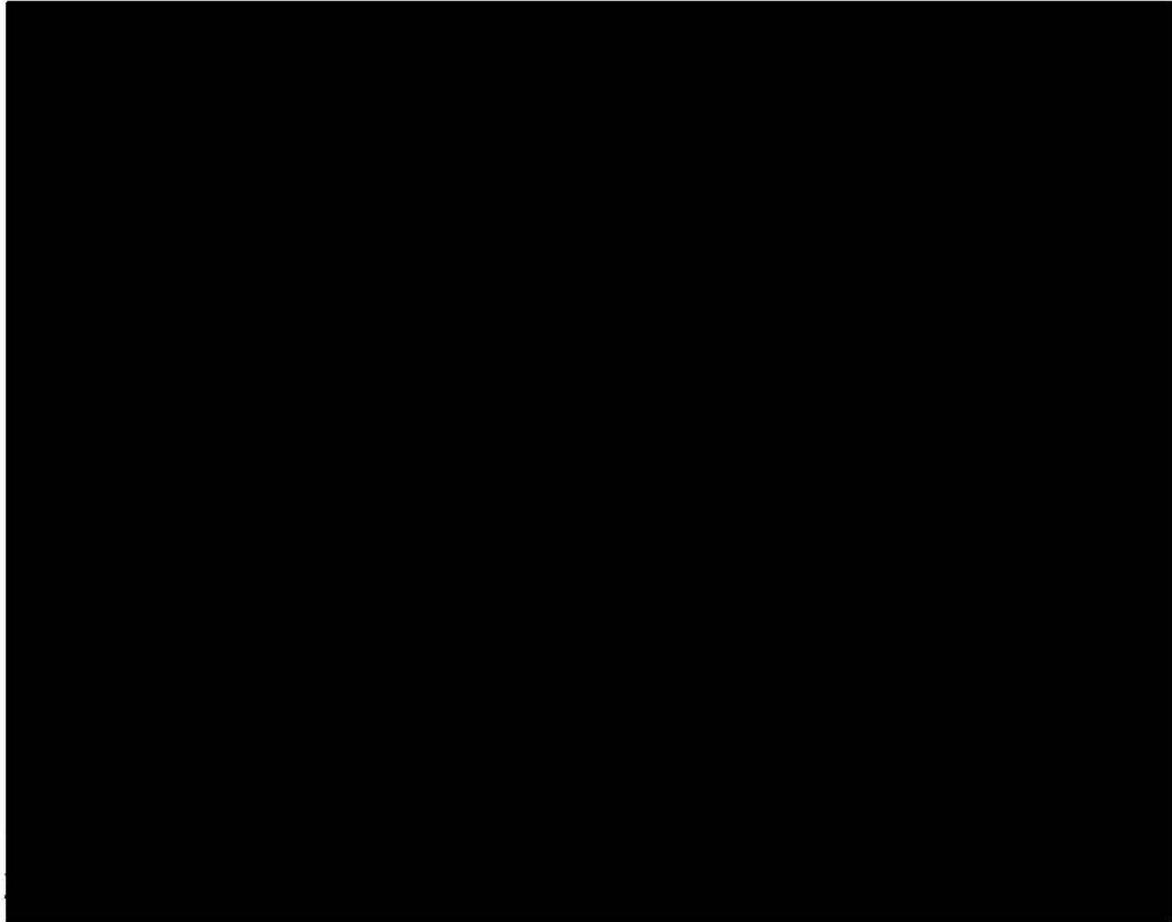
Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessors shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of Lessors' knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessors to deliver such statement within such time shall be conclusive evidence upon Lessors that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other Party and the other Party's officers, directors, employees, representatives, mortgagees and agents (collectively, the "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessors, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

Section 6.2 Crop and Timber Damage



ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity ("Lender") as security for the repayment of any indebtedness or the performance of any obligation ("Mortgage") without the consent of Lessors. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessors agree that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee's rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee's interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessors are required to give Lessee notice of the default, Lessors shall also be required to give Lender notice of the default, *provided, however*, that Lessors shall only be required to give notice to Lender if Lessee has given Lessors contact and notice information for the Lender. If Lessors become entitled to terminate this Agreement due to an uncured default by Lessee, Lessors will not terminate this Agreement unless they have first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessors that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement in order to cure the default, Lessors shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee's interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessors nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessors shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessors agree, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall

be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessors any amounts which are due to Lessors from Lessee, (ii) pay Lessors any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessors' consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessors, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessors in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessors in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessors and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessors. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessors, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessors nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION/BONDING

Section 9.1 Events of Default

Each of the following shall constitute an event of default that shall permit the non-defaulting Party to terminate this Agreement or pursue other remedies available at law or equity.

(a) any failure by Lessee to pay any amounts due under Article III if the failure to pay continues for 60 calendar days after written notice from Lessors; or

(b) any other material breach of this Agreement by either Party which continues for 60 days after receipt of written notice of default from the nondefaulting Party or, if the cure will take longer than 60 days, the length of time reasonably necessary to cure as long as the defaulting Party is making diligent efforts to cure during that time.

Section 9.2 Surrender

Upon the termination or expiration of this Agreement, Lessee shall peaceably surrender the Premises to Lessors and remove all Solar Facilities from the Premises at Lessee's expense except as

otherwise agreed upon by Lessors and Lessee in writing. Lessee shall have 12 months from the date the Agreement expires or is terminated to remove the Solar Facilities. For the period between the date of termination or expiration and the date upon which Lessee completes removal of the Solar Facilities as required under Section 4.3 of this Agreement, Lessee shall pay to Lessors on a monthly basis an amount equal to the Annual Rent divided by 12, prorated as applicable for any partial month.

Section 9.3 Specific Performance

Lessors acknowledge and agree that should Lessors breach any of their obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessors agree that Lessee shall have the right to seek specific enforcement of this Agreement. In that event, Lessors agree that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee. Nothing in this Section shall be construed as limiting Lessors' right to pursue remedies available at law or equity.

Section 9.4 Restoration Bond

On or before the Extended Term Date, Lessee shall post [REDACTED] to secure Lessee's obligation to remove equipment and restore the Premises as provided herein ("Restoration Bond"). The amount of the Restoration Bond shall be reevaluated and adjusted biennially (every two years) thereafter in accordance with the remaining amount due on the mortgage described in Exhibit B attached hereto, and shall remain in effect until the release of said mortgage, unless (i) the Restoration Bond is fully drawn upon earlier by Lessors in accordance with its terms, (ii) Lessors provide Lessee with written notice authorizing the release of the Restoration Bond, or (iii) Lessee has completed its restoration obligations in accordance with Section 4.3(b) of this Agreement. The obligations of this Section 9.4 shall survive the expiration or earlier termination of this Agreement.

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessors:

Landon and Jayme Atcher
[REDACTED]

If to Lessee:

Lost City Renewables LLC
200 Bellevue Parkway,
Suite 210
Wilmington, DE 19809

Attn: Stewart Wood
Email: stw@cip.dk

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessors and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessors and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessors nor Lessee shall make any oral or written statement about the other Party which is intended or

reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessors and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessors and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Confidentiality

Lessors shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessors, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessors or their employees or agents; or (ii) was already known to Lessors at the time of disclosure and which Lessors are free to use or disclose without breach of any obligation to any person or entity. Lessors shall not use such information for their own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessors may disclose such information to Lessors' lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessors regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessors desire to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessors in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessors shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.8 shall survive the termination or expiration of this Agreement.

Section 10.9 Counterparts

This Agreement may be executed in two or more counterparts and by different Parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 10.10 Memorandum of Lease

Lessors and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement (“**Memorandum**”). During the Option Period, Extended Term and any Renewal Term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description provided by Lessee’s surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises does not materially reduce or exceed the boundaries of the Premises as originally described in Exhibit A. Lessors hereby grant Lessee the right to execute such amendment to the Memorandum without obtaining the prior consent of Lessors and without requiring Lessors’ signature, if allowable under state law and county recording requirements. Lessee shall provide a copy of each such amendment to Lessors within 60 days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessors hereby consent to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Lessors, Lessee shall provide a recordable acknowledgement of such termination to Lessors.

Section 10.11 Multiple Owners

The parties comprising Lessors shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessors shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessors under this Agreement or the performance of any obligation owed to Lessors under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessors under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessors agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

Section 10.13 State Specific Provisions

Reserved.

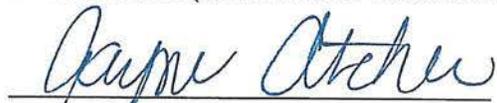
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IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSORS:



Landon Atcher (a/k/a Landon Chase Atcher)



Jayme Atcher (a/k/a Jayme Marie Atcher)

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSEE:

Lost City Renewables LLC,
a Delaware limited liability company

By: DocuSigned by:
Sean Toland
Name: Sean Toland
Title: Authorized signor

Dated: August 31, 2022 | 23:20:31 CEST

EXHIBIT A

DESCRIPTION OF PREMISES

Parcel 1:

TRACT 1. Beginning at a black walnut and two dogwoods, running thence S 48 E 48 poles to a black gum and dogwood; thence N 57 E 78 poles to a hickory; thence S 33 E 16 poles to a black oak and white oak; thence S 15 E 60 poles to a double dogwood and white oak; thence S 34 W 100 poles to a dogwood, black oak and chestnut oak; thence N 65 W 126 poles to two chestnut oaks; thence N 60 E 50 poles to a stake; thence to the beginning containing one hundred acres, more or less.

TRACT 2. Beginning at a chestnut and dogwood and running thence N 61 E 46 poles with Hughe's line to a black gum and an elm; thence N 45 W 35 poles to three gum in Jemima A. Wood's line; thence S 36 W 58 poles to a spanish oak; thence S 11 W 10 poles to the beginning containing five acres.

B. THE EASEMENT:

Together with a permanent easement as described below across the lands of Grantor located 2.5 miles north of the City of Dunmor, Muhlenberg County, Kentucky:

Being a certain parcel of land located approximately 2.5 miles north of the City of Dunmor, Muhlenberg County, Kentucky, and approximately 0.8 miles east of the Community of Penrod, Muhlenberg County, Kentucky at 800 Free Lane, Dunmor, KY 42339 and being further described as follows:

Unless stated otherwise, any monument referred to as an iron rebar (set) is a 5/8-inch by 18-inch rebar with a blue plastic cap stamped "DDI T. FUTCH PLS 4163". All bearings contained herein were obtained by Trimble GPS Equipment using Kentucky (south) coordinate system.

Together with a 30 feet wide access easement known as Free Lane and being further described as follows:

BEGINNING at a point in the intersection of the center of Kentucky Highway 949 and the center of Free Lane; thence with the center of Free Lane the following fourteen (14) calls, South 00° 48' 56" East, 155.89 feet to a point; thence South 03° 53' 43" East, 273.36 feet to a point; thence South 00° 37' 20" West, 147.15 feet to a point; thence South 11° 09' 20" East, 170.11 feet to a point; thence South 12° 15' 30" East, 113.43 to a point, located North 77° 44' 30" East, 17.75 feet from a 5/8" rebar and no cap (found), the north east corner of Neal Napier (Deed Book 447 Page 131); thence continuing with the center of Free Lane South 12° 15' 30" East, 361.78 feet to a point; thence South 12° 45' 36" East, 321.41 feet to a point; thence South 09° 54' 40" East, 169.88 feet to a point; thence with a curve to the left with an arc length of 60.55 feet, having a radius of 122.06 feet, a chord bearing of South 24° 07' 23" East and a chord distance of 59.93 feet, to a point; thence continuing with the curve to the left with an arc length of 111.72 feet, having a radius of 122.06 feet, a chord bearing of South 64° 33' 24" East and a chord distance of 107.86 feet, to a point; thence North 89° 13' 19" East, 136.79 feet to a point; thence with a curve to the right with an arc length of 284.35 feet, having a radius of 515.79 feet, a chord bearing of South 74° 59' 05" East and a chord distance of 280.77 feet, to a point; thence South 59° 11' 29" East, 248.47 feet to a point; thence South 59° 45' 53" East, 675.62 feet to a point, the end of the 30' wide access easement known as

Free Lane located South 30° 14' 07" West, 15.00 feet from a 5/8" rebar and cap (found), PLS #4163, the south east corner of the Gardner Family Cemetery (Deed Book 589 Page 954); said point (the end of Free Lane) being the beginning of the center of a 20' wide Joint Use Access Easement; thence with the center of said 20' wide easement the following thirty six (36) calls, South 59° 45' 53" East, 596.77 feet to a point; thence with a curve to the left with an arc length of 105.96 feet, with a radius of 1,541.40 feet, a chord bearing of South 61° 44' 03" East and a chord distance of 105.94 feet, to a point; thence South 63° 42' 12" East, 121.03 feet to a point; thence with a curve to the right with an arc length of 61.76 feet, having a radius of 47.94 feet, a chord bearing of South 26° 47' 57" East and a chord distance of 57.57 feet, to a point; thence South 10° 06' 18" West, 52.24 feet to a point; thence with a curve to the left with an arc length of 60.71 feet, having a radius of 121.52 feet, a chord bearing of South 04° 12' 23" East and a chord distance of 60.08 feet, to a point; thence South 18° 31' 05" East, 98.15 feet to a point; thence South 12° 09' 27" East, 100.97 feet to a point; thence with a curve to the left with an arc length of 51.60 feet, having a radius of 169.66 feet, a chord bearing of South 20° 52' 13" East and a chord distance of 51.40 feet, to a point; thence South 29° 34' 59" East, 39.16 feet to a point; thence with a curve to the right with an arc length of 160.55 feet, having a radius of 97.78 feet, a chord bearing of South 17° 27' 27" West and a chord distance of 143.11 feet, to a point; thence South 64° 29' 53" West, 137.89 feet to a point; thence with a curve to the left with an arc length of 63.70 feet, having a radius of 54.80 feet, a chord bearing of South 31° 11' 37" West and a chord distance of 60.18 feet, to a point; thence South 02° 06' 38" East, 248.04 feet to a point; thence with a curve to the left with an arc length of 178.94 feet, having a radius of 671.94 feet, a chord bearing of South 09° 44' 22" East and a chord distance of 178.41 feet, to a point; thence South 17° 22' 06" East, 117.41 feet to a point; thence South 11° 49' 46" East, 143.99 feet to a point; thence with a curve to the left with an arc length of 103.19 feet, having a radius of 336.93 feet, a chord bearing of South 20° 36' 11" East and a chord distance of 102.78 feet, to a point; thence 29° 22' 36" East, 122.27 feet to a point; thence South 22° 49' 56" East, 153.34 feet to a point; thence with a curve to the 60.24 feet, having a radius of 34.66 feet, a chord bearing of South 72° 37' 11" East and a chord distance of 52.94 feet, to a point; thence North 57° 35' 34" East, 164.76 feet to a point; thence with a curve to the right with an arc length of 237.20 feet, having a radius of 1,179.11 feet, a chord bearing of North 63° 21' 21" East and a chord distance of 236.80 feet, to a point; thence with a curve to the right with an arc length of 79.99 feet, having a radius of 277.50 feet, a chord bearing of North 77° 22' 37" East and a chord distance of 79.22 feet, to a point; thence North 85° 38' 06" East, 193.67 feet to a point; thence North 82° 07' 45" East, 260.57 feet to a point; thence with a curve to the right with an arc length of 77.64 feet, having a radius of 72.61 feet, a chord bearing of South 67° 14' 11" East and a chord distance of 74.00 feet, to a point; thence South 36° 36' 07" East, 61.33 feet to a point; thence South 19° 06' 58" East, 104.41 feet to a point; thence with a curve to the left with an arc length of 98.68 feet, having a radius of 248.48 feet, a chord bearing of South 30° 29' 36" East and a chord distance of 98.03 feet to a point; thence South 41° 52' 14" East, 122.25 feet to a point; thence South 28° 54' 50" East, 163.65 feet to a point; thence with a curve to the right with an arc length of 367.59 feet, a chord bearing of South 11° 02' 15" East and a chord distance of 361.65 feet, to a point; thence South 06° 50' 19" West, 168.33 feet to a point; thence with a curve to the left with an arc length of 121.91 feet, having a radius of 271.85 feet, a chord bearing of South 06° 00' 32" East and a chord distance of 120.90 feet to a point; thence South 18° 51' 23" East, 143.27 feet to a point, the terminus of said easement, in the line of Scotty J. Gardner (Deed Book 393 Page 60), said point being located South 38° 14' 15" East, 162.99 feet from a metal T Post (found) and being located North 38° 14' 15" West, 629.31 feet from a metal T Post (found), both metal T Posts being corners of Scotty J. Gardner.

This being the same property conveyed to Carson R. Thurston and Windy Thurston by Scotty J. Gardner and Teresa J. Gardner by Deed and Easement dated the 9th day of January, 2020, now of record in Deed Book 594, page 1718, of the Office of the Clerk of Muhlenberg County.

Deed Book 594 at pages 1858-1864, of record in the office of the Muhlenberg County Clerk.

Parcel 1 contains 105 acres

Parcel 1 Tax ID No.: 224-00-00-040.000

Parcel 2:

Beginning at an iron pin found in the southwest right of way line of Pendley Mill Road, said point lying 15 feet from centerline, said point also being the southeast corner to Betsy Waller (Deed Book 555, page 836); thence with said right of way line, and 15 feet from centerline of said road as follows: South 23-47-30 East, 265.17 feet to a point; thence South 21-40-51 East, 206.10 feet to a point; thence South 23-28-12 East, 353.94 feet to a point; thence with a curve to the right, having a radius of 1,898.09 feet, a chord bearing of South 19-03-16 East, a chord distance of 292.28 feet, with an arc distance of 292.56 feet to an iron pin set, said point being a corner to Mary West (Deed Book 556, page 41); thence with West as follows: South 85-50-25 West, 6.14 feet to an iron pin set; thence South 06-02-19 East, 399.74 feet to an iron pin set, said point being a corner to Shawn Conkwright (Deed Book 456, page 486); thence with Conkwright South 85-01-20 West, 407.93 feet to a T-pin found, said point being a corner to Kimberly Clark (Deed Book 467, page 115); thence with Clack South 84-17-18 West, 294.95 feet to a T-pin found, said point being a corner to said Conkwright; thence with Conkwright South 84-01-38 West, 60.54 feet to a T-pin found, said point being a corner to Brenda Clack (Deed Book 467, page 107); thence with Clack South 81-53-32 West, 380.34 feet to an iron pin set in the east right of way line of the old L & N Railroad, said point lying 30 feet from centerline; thence with said right of way line, and 30 feet from centerline of said railroad, North 09-06-21 West, 1,503.08 feet to an iron pin set, said point being a corner to Leonard Pendley (Deed Book 507, page 385); thence with Pendley North 72-33-05 East, 632.12 feet to an iron pin set, said point being a corner to said Waller; thence with Waller as follows: South 13-55-53 East, 176.66 feet to an iron pin found; thence North 78-31-24 East, 279.09 feet to the point of beginning, containing 37.633 acres, as per survey by Cody W. Henderson, P.L.S. No. 3771 of Henderson Land Surveying, LLC, on October 2, 2013, a plat of said survey being of record in the Office of the Clerk of Muhlenberg County, Kentucky, in Plat Cabinet Slide #899, being Tract #1 thereon.

Deed Book 598 at pages 818, of record in the office of the Muhlenberg County Clerk.

Parcel 2 contains 37.63 acres

Parcel 2 Tax ID No.: 213-00-00-029.001

Parcel 3:

Beginning at an iron pin and cap marked LS 2474 set at the point of intersection of the South right of way line of the Mason Poyner Road (30 feet to centerline) with the East right of way of the old L & N Railroad (30 feet to centerline); thence with the South right of way of the Mason Poyner Road

six (6) calls as follows: S 63 01 45 E 83.96 feet; N 81 06 20 E 205.67 feet; N 79 01 00 E 175.93 feet; N 89 57 35 E 43.07 feet; S 65 39 15 E 33.89 feet; and S 51 48 20 E 89.04 feet to a point in said right of way on the West side of a private gravel driveway, same located S 22 54 30 E 18.5 feet from a 28 inch oak near the edge of the public road; thence on a new division line with Maggie Pendley and the West side of said driveway S 22 54 30 E 281.25 feet to a gate post, a new corner with Maggie Pendley; thence continuing with said new division line S 67 24 35 W 632.12 feet to an iron pin and cap set in the East right of way of the old L & N Railroad; thence with said right of way N 14 27 20 W 482.77 feet to the beginning, containing 5.94 acres, more or less, according to a survey conducted by Frank J. Kondracki, Jr., RLS #2474, on February 11, 1987.

Being the same property conveyed to Leonard Pendley, a single person, by deed dated November 6, 2014, as recorded in Deed Book 571, page 885, in the office of the Muhlenberg County Court Clerk.

Deed Book 598 at pages 818-820, of record in the office of the Muhlenberg County Clerk.

Parcel 3 contains 5.94 acres

Parcel 3 Tax ID: 213-00-00-029.002

The Premises contains 148.57 acres.

EXHIBIT B
LANDOWNER DISCLOSURES

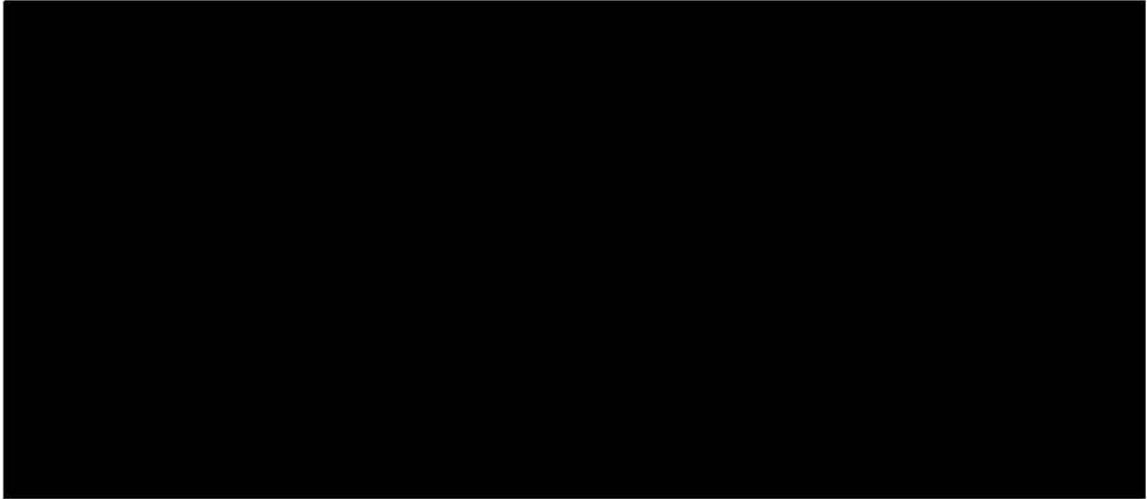


Exhibit C1

Other Leases

1. That certain Solar Option and Land Lease by and between Stetson Atcher (a/k/a Stetson Keith Atcher) and Kari Atcher (a/k/a Kari Beth Atcher), husband and wife, and Lost City Renewables LLC, a Delaware limited liability company, dated _____, 2022; as evidenced by that certain Memorandum of Solar Option and Land Lease by and between Stetson Atcher (a/k/a Stetson Keith Atcher) and Kari Atcher (a/k/a Kari Beth Atcher), husband and wife, and Lost City Renewables LLC, a Delaware limited liability company, dated _____, 2022.

Exhibit C2Other Parcels
Stetson and Kari Atcher LeaseParcel 1:

BEGINNING at corner number 50, a point in the center of a gravel road; said gravel road; located 4.6 miles South of the Town of Beechmont, Kentucky along Highway U.S. 431; said point located 500 feet East of U.S. 431 along gravel road in the East right-of-way of the Louisville and Nashville Railroad; thence with the railroad right-of-way North $13^{\circ} 12'$ West - 118.34 feet to a point; thence along the railroad right-of-way North $13^{\circ} 32'$ West - 232.52 feet to a point; thence North $20^{\circ} 41'$ West - 339.11 feet to a point; thence North $31^{\circ} 17'$ West - 203.50 feet to a point; thence North $34^{\circ} 23'$ West - 750.73 feet To point; thence North $31^{\circ} 00'$ West 197.33 feet to a point; thence North $24^{\circ} 26'$ West - 141.47 feet to a point; thence North $17^{\circ} 41'$ West 197.32 feet to a point; thence North $14^{\circ} 29'$ West - 1053.94 feet to a point; thence North $11^{\circ} 05'$ West - 197.14 feet to a point; thence still along the East right-of-way of railroad North $3^{\circ} 47' 30''$ West - 212.66 feet to a metal post; thence along the North edge of a gravel road South $82^{\circ} 39'$ East - 1065.10 feet to a metal post; thence North $38^{\circ} 59'$ West - 1207.36 feet to a corner post; thence North $81^{\circ} 32'$ East -521.54 feet to a corner post; thence North $17^{\circ} 14'$ East - 1572.37 feet to a metal post; thence North $86^{\circ} 03'$ East - 1960.90 feet to a fence corner; thence along fence North $14^{\circ} 28'$ West - 2412.14 feet to a fence corner; thence along branch South $82^{\circ} 28'$ East 279.50 feet to a metal post; thence South $87^{\circ} 52'$ East - 408.96 feet to a metal post set in the center of an old road; thence along the center of the old road South $79^{\circ} 57'$ East - 296.95 feet to a metal post; thence along the center of the old road South $84^{\circ} 58'$ East - 643.16 feet to a fence corner with a stone; thence North $0^{\circ} 09'$ West -379.35 feet to a fence corner and stone located in the South right-of-way of a paved highway; thence along the South line of said highway North $78^{\circ} 50'$ East - 592.34 feet to a metal post; Thence South $04^{\circ} 15'$ West - 198.97 feet to a metal post; thence South $10^{\circ} 56'$ East - 106.23 feet to a metal post set in the center of an old road; thence along center of old road North $66^{\circ} 06.5'$ East - 568.05 feet to a white oak in the center of old road; thence along a fence South $16^{\circ} 27'$ East - 1882.60 feet to a fence corner; thence along a fence South $72^{\circ} 37'$ East - 192.40 feet to a fence corner with stone; thence along a fence North $33^{\circ} 59'$ East - 370.99 feet to a metal post; thence North $66^{\circ} 51'$ East - 770.23 feet to a metal post; thence South $52^{\circ} 35'$ East -412.00 feet to a metal post; thence South $66^{\circ} 35'$ East - 1231.80 feet to a sugar maple located in fence line; thence South $15^{\circ} 54'$ East - 259./84 feet to a white oak located on a small creek; thence South $15^{\circ} 40'$ West - 20 92.77 feet to a metal post; thence North $79^{\circ} 20'$ West - 528.02 feet to a metal post; thence South $38^{\circ} 01'$ East - 1300.90 feet to a 10 inch hickory in a fence line; thence along a fence South $66^{\circ} 26'$ West - 1320.00 feet to a metal post; thence North $39^{\circ} 34'$ West - 792.00 feet to a metal post; thence South $68^{\circ} 18'$ West - 1722.31 feet to a metal post; thence South $45^{\circ} 12'$ East - 990.00 feet to a metal post; thence South $7^{\circ} 12'$ East - 825.00 feet to an iron pipe; thence South $84^{\circ} 48'$ West - 2264.31 feet to a stone; thence South $67^{\circ} 54'$ West - 1 19.83 feet to a point in the center of a gravel road; thence along center of gravel road South $70^{\circ} 27'$ West - 69.96 feet to a point; thence along center of gravel road South $57^{\circ} 23'$ West - 29.50 feet to a point; thence along center of gravel road South $37^{\circ} 20'$ West - 33.73 feet to a point; thence along center of gravel road South $24^{\circ} 31'$ West - 44.65 feet to a point; thence along center of gravel road South $13^{\circ} 48'$ West - feet to a point; thence along center of gravel road South $0^{\circ} 24'$ East - 67.5.5 feet to a point; thence along center of gravel road South $6^{\circ} 53'$ West -153.74 feet to a point; thence along center of gravel road South $35^{\circ} 58'$ West - 51.34 feet to a point; thence along center of gravel road South $71^{\circ} 28'$ West - 163.05 feet to a point; thence along center of gravel road South 58°

54' West - 43.72 feet to a point; thence along center of gravel road South 48° 38' West - 82.30 feet to a point; thence a long center of gravel road South 79° 00' West - 51.97 feet to a point; thence along center of gravel road North 80° 45' West - 89.87 feet to a point; thence along center of gravel road North 86° 54' West - 32.92 feet to a point; thence along center of gravel road South 74° 34' West - 35.97 feet to a point; thence along center of gravel road South 52° 06' West - 83.40 feet to a point; thence along center of gravel road South 58° 58' West - 125.95 feet to a point; thence along center of gravel road South 67° 11' West - 101.64 feet to a point; thence along center of gravel road South 61° 35' West - 412.12 feet to a point; thence along center of gravel road South 69° 49' West - 52.16 feet to a point; thence along center of gravel road South 79° 06' West - 33.66 feet to a point; thence along center of gravel road North 89° 56' West - 59.65 feet to a point; thence along center of gravel road North 75° 13' West - 46.71 feet to a point; thence along center of gravel road North 63° 59' West - 116.29 feet to a point; thence along center of gravel road North 55° 38' West - 76.12 feet to a point; thence along center of gravel road North 50° 42' West - 72.49 feet to a point; thence along center of gravel road North 74° 00' West 44.18 feet to a point; thence along center of gravel road South 85° 15' West - 54.38 feet to a point; thence along center of gravel road South 79° 48' West - 122.48 feet to a point; thence along center of gravel road South 82° 17' West - 96.97 feet to a point; thence along center of gravel road South 81° 20' West - 156.36 feet to a point; thence a long center of gravel road South 63° 09' West 81.84 feet to the point of beginning, containing 97732 acres, according to a survey conducted by Associated Engineers Service, Inc. in November 1974, using magnetic bearings (hereinafter the "Real Property").

SOURCE OF TITLE: And being the same property conveyed to Grantor (Gardner Farm, Inc.) by and from Bobby Gardner, a single person, by Deed dated July 27, 1998, of record in Deed Book 460, pages 751-755, Muhlenberg County Clerk's Office.

There is excepted from the above Real Property herein conveyed the following off-Conveyances, Easements, Exceptions and Reservations, namely:

1. Any existing farm (crop) and/or hunting leases;
2. Any minerals (including oil, gas and coal) of, under and relating to the Real Property as reserved in prior Deeds of record.
3. A conveyance of a certain 2.19 acres and a Deed of Easement from Grantor (Gardner Farm, Inc.) to and in favor of Jimmy Gene Gardner, all as described in the Deed of Conveyance and Deed of Easement, dated November 19, 2019, and recorded in Deed Book 594, page 999, Muhlenberg County Clerk's Office;
4. A Deed of Easement from Grantor (Gardner Farm, Inc.) to and in favor of Scotty James Gardner, as reflected in the Deed of Easement dated November 19, 2019, and recorded in Deed Book 594, page 994, Muhlenberg County Clerk's Office;
5. A Deed of Conveyance to The Gardner Family Cemetery Perpetual Trust, dated November 25, 2019, and recorded in Deed Book 594, page 1103, Muhlenberg County Clerk's Office; and
6. Any and all other easements existing or visible on the premises and/or of record.

Deed Book 594 at pages 1712-1717, of record in the office of the Muhlenberg County Clerk.

Parcel 1 contains 977.72 acres

Parcel 1 Tax ID No: 225-00-00-028.000

Parcel 2:

Beginning at an iron pipe (found) in the East right-of-way of Highway 949 and the East right-of-way of Union Ridge Road and being the Southwest corner of a lot now owned by Stella Mallory; thence with the old line North 77-01-45 East, 735.84 feet to a corner stone; thence South 20-24-38 East, 204.77 feet to a corner stone; thence North 54-36-12 East, 472.22 feet to a corner stone; thence North 58-50-08 East, 1230.72 feet to an iron pin (found) stamped 2102 in a stump on the East edge of an old road; thence South 30-10-00 East, 213.90 feet to an iron pipe (found) in the old road; thence South 21-26-18 East, 1350.05 feet to an iron pipe (found); thence south 02-34-31 East, 76.39 feet to a metal stake; thence South 08-49-10 East, 143.16 feet to a metal stake; thence South 04-16-39 East, 244.20 feet to a metal stake; thence South 06-12-30 East 244.99 feet to a metal stake; thence South 05-18-55 East, 275.83 feet to a metal stake; thence South 05-37-20 East, 257.81 feet to a metal stake, thence South 04-17-1 East, 142.85 feet to an iron pipe (found) in a drain; thence South 83-36-38 West, 542.40 feet to an iron pipe (found); thence South 40-37-54 West, 176.28 feet to a corner stone, thence North 59-42-42 West; 682.99 feet to a corner stone, thence North 87-58-30 West, 933.68 feet to an iron pin (set) in the East right-of-way of Highway 949; thence crossing said highway South 88-75-13 west, 84.70 feet to an iron pin (found) stamped 2212 in the West right-of-way of Highway 949; thence with said right of-way North 42-16-01 West, 243.61 feet to an iron pin (found) stamped 2212 in the South right-of-way of Shady lane, thence with said lane South 55-07-11 west, 316.85 feet; to an iron pin (found) stamped 2212; thence North 63-43-51 West, 41.77 feet to an iron pin (found) stamped 2474; thence North 87-42-27 West, 918.69 feet to corner stone and rebar; thence North 61-32-53 West, 830.80 feet to a corner stone; thence North 61-24-58 West, 526.29 feet to a metal post; thence North 86-15-55 West, 536.50 feet to a iron pin (set); thence South 69-21-12 West, 785.40 feet to a corner stone; thence North 39-31-28 East, 374.39 East to an 18 inch oak; thence North 33-49-30 East, 491.96 feet to a metal gas line marker; thence North 32-54-03 East, 252.60 feet to a 30 inch oak; thence North 34-28-38 East; 349.47 feet to a fence post; thence North 32-56-11 East, 121.49 feet to a cross tie in fence line; thence North 32-16-17 East, 383.53 feet to an iron pipe (found); thence North 14-50-10 West, 76.24 feet to an iron pin (set); thence North 70-57-06 East, 218.11 feet to an iron pin (set) in the South right-of-way of Highway 949; thence crossing said highway North 70-57-11 East, 118.32 feet to an iron pin (set) in the North right of way of Highway 949; thence with an old abandoned road the following six (6) calls: North 70-43-50 East, 58.20 feet; North 63-13-21 East, 203.80 feet; North 39-08-5 I, East, 71.40 feet; North 64-56-21 East, 120.00 feet; South 87-42-49 East, 310.20 feet and North 79-46-24 East, 647.05 feet to the center of the Union Ridge Road; thence with the centerline of the Union Ridge Road the following five (5) calls: South 41-19-38 East 110.26 feet; South 33-05-41 East, 114.92 feet, South 21-40-33 East, 85.22 feet; South 15-41-52 East, 122.86 feet; South 17-11-23 East, 111.30 feet and South 23-01-48 East, 314.48 feet; thence South 30-18-32 East, 68.11 feet to the beginning containing 252.5 acres, less the right-of-way of Highway 949, Union Ridge Road and the Wood's Cemetery, pursuant to survey by Douglas Hatfield, L.S. #2212, dated May 6, 1998, and being of record in Plat Cabinet 0, Slide #350.

EXCEPTION ONE: There is excepted and not conveyed herein the following described tract which was conveyed to Wayne S. Charbonneau and wife, Chantal K. Charbonneau in Deed Book 538 page 321:

A certain tract or parcel located on the west side of Kentucky Highway 949 approximately 1.75 miles east of the community of Penrod in Muhlenberg County, Kentucky and being more specifically described as follows:

Unless stated otherwise, any monument referred to herein as a "set iron pin" is a 5/8" diameter rebar, 18" in length set with an orange plastic cap stamped "PLS #2939". All bearings stated herein are referred to the south line of the Stella Mallory property as described of a plat prepared by Douglas M. Hatfield "PLS #2212" for the Linda Stover property, which is described in Deed Book 406 Page 707 at the Muhlenberg County Court Clerk's Office.

Beginning at an iron pin set, approximately 1586 feet north from Shady Lane, at a culvert, said iron pin also being on the west right-of-line of KY Hwy 949; thence along the west right-of-way line of said KY Hwy 949 the following two (2) calls: thence along a curve to the right having a radius of 589.20 feet and an arc distance of 148.23 feet to a point on the west right-of-way line of said KY Hwy 949; South 18 degrees 42 minutes 58 seconds East, a distance of 253.39 feet to an iron pin set on the west right-of-way line of said KY Hwy 949; thence severing the Linda Stover property recorded in Deed Book 406, Page 707, of which this description is a part, the following five (5) calls: South 71 degrees 51 minutes 10 seconds West, a distance of 873.03 feet to an iron pin set in the said Linda Stover property; North 17 degrees 40 minutes 14 seconds West, a distance of 598.21 feet to an iron pin set on the north side of a ditch in the said Linda Stover property; North 81 degrees 11 minutes 32 seconds East, a distance of 142.54 feet to an iron pin set on the north side of a ditch in the said Linda Stover property; North 85 degrees 51 minutes 00 seconds East, a distance of 284.91 feet to an iron pin set on the north side of a ditch in the said Linda Stover property; North 85 degrees 33 minutes 26 seconds East, a distance of 446.14 feet to the point of beginning, containing 10.000 acres and being subject to all legal written and unwritten easements and right of way. This description was prepared from a physical survey conducted under the direction of Bruce K. Bailey, PLS #2939 on July 7, 2008.

EXCEPTION TWO: There is further excepted the following described tract which was conveyed to Wayne S. Charbonneau and wife, Chantal K. Charbonneau, by deed recorded in Deed Book 538, page 421, in the office of the Clerk of the Muhlenberg County Court:

Unless stated otherwise, any monument referred to herein as a "set iron pin " is a 5/8" diameter rebar, 18' in length set with an orange plastic cap stamped "PLS #2939". All bearings stated herein are referred to the South line of the Stella Mallory property as described on a plat prepared by Douglas M. Hatfield "PLS #2212" for the Linda Stover property, which is described in Deed Book 406, page 707 (now Deed Book 460, page 241) at the Muhlenberg County Court Clerk's Office.

Beginning at an iron pin set, approximately 1185 feet North from Shady Lane on the West right-of-way line of Kentucky Highway 949; thence along the West right-of-way line of said Kentucky Highway 949, S 17-40-24 E, a distance of 498.98 feet to an iron pin set on the West right-of-way line of said Kentucky Highway 949; thence along the South side of a creek and severing the Linda Stover property recorded in Deed Book 406, page 707, of which this description is a part, the following three (3) calls: S 71-51-10 W, passing an iron pin set on line at 618.62 feet and a total distance of 873.06 feet to an iron pin set on the South side of a creek and in the said Linda Stover property; N 17-40-14 W, a distance of 498.98 feet to an iron set in the said Linda Stover property; N 71-51-10 E, a distance of 873.03 feet to the point of beginning, containing 10.000 acres, pursuant to survey by Bruce K. Bailey, PLS #2939 on July 7, 2008, and being subject to all legal written and unwritten easements and rights-of-way.

EXCEPTION THREE: There is further excepted the following described tract which was conveyed to Wanda Mallory by deed dated July 28, 2009, and recorded in Deed Book 543, page 770, in the office of the Clerk of the Muhlenburg County Court.

A certain tract or parcel located on the East side of Kentucky Highway 949 approximately 1.75 miles east of the community of Penrod in Muhlenberg County, Kentucky, and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set iron pin" is a 5/8" diameter rebar, 18" inches in length set with an orange plastic cap stamped "PLS #2939". All bearings stated herein are referred to the south line of Stella Mallory as described on a plat prepared by Douglas M. Hatfield "PLS 2212" for the Linda Stover property, which described in Deed Book 406, Page 707 at the Muhlenberg County Court Clerk's Office.

Beginning at a point in the east right-of-way line of Kentucky Highway 949, said point also being in the southwest corner of the Stella M. Mallory property recorded in Deed Book 330 Page 241; thence with the south line of the said Mallory property, North 77 degrees 01 minutes 45 seconds East, passing a 1" iron pipe a distance of 11.84 feet and a total distance of 281.18 feet to a stump in the south line of the said Mallory property; thence severing the Linda Belle Stover property, which this description is a part, recorded in Deed Book 406, page 707, South 52 degrees 23 minutes 47 seconds West, a distance of 266.89 feet to an iron pin set in the east right-of-way line of the said Highway; thence with the east right-of-way line of said Highway along a curve to the left having a radius of 710.36 feet, an arc distance of 117.87 feet to the point of beginning, containing 0.3546 acres or 15,447 square feet and being subject to all legal written and unwritten easements and rights of way. This description was prepared from a physical survey conducted under the direction of Bruce K. Bailey, PLS #2939 on December 5, 2007.

EXCEPTION FOUR: There is further excepted the following described tract which was conveyed to Frank Richards and wife, Sheila Richards, by deed dated Feb. 12, 2012, and recorded in Deed Book 557, page 47, in the office of the Clerk of Muhlenburg County Court.

Being a description of a part of the Robert and Linda Belle Stover property located on Highway 949 East of Penrod, Kentucky, and more particularly described as follows:

Beginning at an iron pin (found) stamped LS 2939 in the North right of way of Highway 949, seven hundred feet Southeast of its intersection with Union Ridge Road and being the Southwest corner of property now owned by Jerry M. Wilkinson (DB 533 pg. 239); thence with the South line of Wilkinson the following (8) eight calls: North 78 19 30 East 255.42 feet to an iron pin (found) stamped LS 2939; North 81 15 54 East 74.51 feet to an iron pin (found) stamped LS 2939; South 68 36 07 East 58.98 feet to an iron pin (found) stamped LS 2939; North 76 57 08 East 86.44 feet to an iron pin (found) stamped LS 2939; North 60 58 16 East 47.53 feet to an iron pin (found) stamped LS 2939; North 82 11 01 East 70.81 feet to an iron pin (found) stamped LS 2939; North 26 30 19 East 93.15 feet to an iron pin (found) stamped LS 2939 and North 76 58 45 East 1077.18 feet to an iron pin (found) stamped LS 2939 at the Southeast corner of the Wilkinson property; thence with the East line of same North 13 00 59 West 762.54 feet to an iron pin (found) stamped LS 2939 in the old line of which this is a part and being the Northeast corner of Wilkinson; thence with the old North line North 58 50 08 East 597.26 feet to an iron pin (found) stamped LS 2102 in the old East line and the West line of property now owned by Lloyd Bryant, Gary Embry and Scott Flener (DB 553 pg. 715); thence with the West line of same and the East line of which this is a part the following (6) six calls: South 30 10 00 East 213.90 feet to an iron pipe (found); South 21 26 18 East 1350.05 feet to an iron pipe (found); South 02 34 31 East 76.39 feet to a

metal stake (found); South 08 49 10 East 143.16 feet to a metal stake (found); South 04 16 39 East 244.20 feet to a metal stake (found) and South 06 12 30 East 244.99 feet to a metal stake (found); thence with a new division line South 86 56 20 West 2029.06 feet to an iron pin (set) at the new Southeast corner of the Wood's Cemetery; thence with the new East line of Cemetery North 00 32 06 West 216.45 feet to an iron pin (set) at the new Northeast corner of said Cemetery; thence with the new North line of Cemetery North 82 23 20 West 492.67 feet to an iron pin (set) in the East right of way of Highway 949; thence with said right of way North 17 38 59 West 526.10 feet to the beginning, containing 71.45 acres.

EXCEPTION FIVE: There is further excepted the following described property which was conveyed to Wood Cemetery by deed dated February 10, 2012, recorded in Deed Book 557, page 222, in the office of the Clerk of the Muhlenburg County Court:

Beginning at an iron pin (set) in the East right-of-way of Highway 949 thirty feet from its center and being 178.00 feet South of the centerline of the gravel road to the Wood Cemetery; thence with said right-of-way North 20-30-32 West, 324.12 feet to an iron pin (set); thence with a new division line South 82-23-20 East, 492.67 feet to an iron pin (set) 20.00 feet East of a stone at the original Northeast corner of the existing cemetery; thence South 00-32-06 East, 216.45 feet to an iron pin (set); thence South 86-40-36 West, 377.43 feet to the beginning containing 2.55 acres.

The above being the same property reserved in Deed Book 292, page 220, being a family cemetery of approximately 0.85 acres, together with a roadway thereto, with the description of the cemetery and limitations on mining, to which reference is made for the exact terms thereof and also being a part of the same property conveyed to Linda Belle Stover and husband, Robert Stover, and survivor, by Grace Wood, a widow, and Linda Belle Stover and husband, Robert Stover, by deed dated April 26, 1991, and of record in the Office of the Clerk of Muhlenberg County, Kentucky, in Deed Book 406, page 707.

EXCEPTION SIX: There is further excepted the following described property which was conveyed to Jerry M. Wilkinson and wife, Mary Sue Wilkinson, by deed dated February 10, 2012, as recorded in Deed Book 557, page 224, in the office of the Clerk of the Muhlenburg County Court.

Unless stated otherwise, any monument referred to herein as a "set iron pin " is a 5/8" diameter rebar, 18' in length set with an orange plastic cap stamped "PLS #2939". All bearings stated herein are referred to the South line of the Stella Mallory property as described on a plat prepared by Douglas M. Hatfield "PLS #2212" for the Linda Stover property, which is described in Deed Book 406, page 707 (now Deed Book 460, page 241) at the Muhlenberg County Court Clerk's Office.

Beginning at an iron pin set in the East right-of-way line of Kentucky Highway 949, said iron pin being 117.74 feet Southeast from the Southwest corner of the Stella Mallory property recorded in Deed Book 303, page 241; thence severing the Linda Belle Stover property, of which this description is a part, N 52-23-47 E, a distance of 266.89 feet to a stump in the South line of the said Stella Mallory property; thence with the South line of the said Stella Mallory property, N 77-01-45 E, a distance of 466.50 feet to a stone found in the Northwest corner of the Lloyd & Vicki Copeland property recorded in Deed Book 456, page 7 (Plat Cabinet I Slide 511-Tract 7); thence continuing with the South line of Mallory, N 79-51-38 E, 463.59 feet to an iron pin being at the Southeastern most corner of the Wanda L. Mallory property recorded in Deed Book 449, page 227 (Plat Cabinet I Slide 511 - Tract 2); thence with the South line of the said Wanda L. Mallory property, N 58-50-08 E, a distance of 632.86 feet to an iron pin set on line; thence severing the Linda Belle Stover property recorded in Deed Book 406, page 707 (now Deed Book 460, page 241), (Tract I & 2), of which this description is a part, the following nine (9) calls: S 12-58-15 E, a distance of 763.35 feet to an iron pin set in the said Stover property; S 77-01-45 W, a distance of 1077.01 feet to an iron pin set in the said Stover property, said iron pin also being on the North side of a

ditch; thence along the North side of said ditch, S 26-32-29 W, a distance of 93.16 feet to an iron pin set in the said Stover property; thence along the North side of said ditch, S 82-13-15 W, a distance of 70.81 feet to an iron pin set in the said Stover property; thence along the North side of said ditch, S 61-07-07 W, a distance of 47.30 feet to an iron pin set in the said Stover property; thence along the North side of said ditch, S 76-51-47 W, a distance of 86.73 feet to an iron pin set in the said Stover property; thence along the North side of a ditch, N 68-31-07 W, a distance of 58.91 feet to an iron pin set in the said Stover property; thence along the North side of said ditch, S 81-19-59 W, a distance of 74.46 feet to an iron pin set in the said Stover property; thence along the North side of said ditch, S 78-20-50 W, a distance of 255.48 feet to an iron pin set in the East right-of-way line of Kentucky Highway 949; thence with the said East right-of-way line of said highway, N 18-16-16 W, a distance of 381.96 feet to a point in the East right-of-way line of said highway; thence along a curve to the left having a radius of 710.36 feet, an arc distance of 132.81 feet along said curve to the point of beginning, containing 25 acres, pursuant to survey by Bruce K. Bailey, PLS #2939 on December 3, 2007, and being subject to all legal written and unwritten easements and rights-of-way.

EXCEPTION SEVEN: There is also excepted the following described property which was conveyed to Stephen L. Thresher and wife, Melessia Thresher, by deed dated June 14, 2013, recorded in Deed Book 564, page 563, in the office of the Clerk of the Muhlenberg County Court.:

Beginning at an iron pin [set] in the east right-of-way of Highway 949 thirty feet from its center, at the southwest corner of the 2.55 acre new wood's cemetery property (tract 2 of the recorded plat in slide 856 in the Muhlenberg County Court Clerks office, Greenville, Kentucky) and being 178 feet south of the gravel road to cemetery; thence with the south line of cemetery north 86 -40 - 36 east, 377.43 feet to an iron pin [set] at the southeast corner of cemetery and being a common corner with the 71.45 acre [tract one]; thence north 86-56-20 east, 2029.06 feet to a metal stake [found] in the old east line of which this is a part and the west line of property now owned by Lloyd Bryant and others in [db 553 pg. 715]; thence with the old east line and the line of Bryant the following [3] three calls; south 05-18-55 east, 275.83 feet to a metal stake [found]; south 05-37-20 east, 257.81 feet to a metal stake [found] and south 04-17-10 east, 142.85 feet to an iron pipe [found] in a drain and being a common corner with property now owned by David B. Dearmond Jr. (Db 510 pg. 92 & Db 543 pg. 350); thence with the old south line of which this is a part and the north line of Dearmond the following [4] four calls; south 83-36-38 west, 542.40 feet to an iron pipe [found]; south 40-37-54 west, 176.28 feet to a corner stone [found]; north 59-42-42 west, 682.99 feet to another corner stone [found] and north 87-58-29 west, 933.68 feet to an iron pin [found] stamped Is 2212 in the east right-of-way of highway 949; thence with a curve to the right having a delta angle 13-14-06, a radius of 2000.00 feet, an arc of 461.99 feet, a chord bearing north 38-37-40 west, 460.96 feet to the beginning containing 29.25 acres.

Deed Book 565 at pages 53-61, of record in the office of the Muhlenberg County Clerk.

Parcel 2 contains 107.98 acres
Parcel 2 Tax ID No: 225-00-00-035.000

Parcel 3:

A certain parcel of land in Kentucky lying in Muhlenberg County in the community of Penrod more particularly described as follows: Unless stated otherwise, any monument referred to herein as an iron pin set is a 1/2" rebar 18" in length with plastic cap stamped "DAVIDSON PLS 4145." All tree monuments have three hack marks. All bearings and coordinates are based on Kentucky Single Zone Coordinate System by GPS, using Geoid 2012b. Beginning at a corner point in the right-of-way of Highway 431 (60' right-of-way as per KY DOT Proj. No 15), and in the center of a creek, referenced by a mag nail set (PLS 4145) lying S 29°16'43" E 136.98' from said point, being located N 14° W 553' from the centerline intersection of HWY 431 and Penrod Cutoff Rd and Belcher Lane, being a corner to Pamela Parsons and John W. Parsons (Deed Book 343, Page 711), and having the coordinates N: 3568742.20, E:4555613.55. Thence with Pamela Parsons and John W. Parsons and meandering the centerline of the creek for 3 calls: S 85°00'00" W a distance of 25.24'; thence S 56°40'09" W a distance of 225.76' to a point referenced by an iron pin set lying N 87°51'23" W 35.08 from said point; and thence S 64°36'20" W a distance of 56.43'; thence with Pamela Parsons and John W. Parsons and then Perry N. Forsythe et al. and meandering the centerline of a creek (Deed Book 347, Page 693) N 56°11'04" W a distance of 185.73' to a point; thence with Perry N. Forsythe et al., and meandering the centerline of a creek for the next several calls: N 53°23'56" W a distance of 90.26'; thence N 42°43'55" W a distance of 108.94'; thence N 19°53'16" W a distance of 123.41'; thence N 40°44'56" W a distance of 64.67'; thence N 47 12'25" W a distance of 169.14'; thence N 42°05'14" W a distance of 142.51'; thence N 41°29'26" W a distance of 104.52' to a point referenced by an iron pin set lying N 34°19'57" E 22.10' from said point; thence N 39°37'07" W a distance of 230.68'; thence N 59°55'40" W a distance of 163.21'; thence N 71°17'49" W a distance of 387.75'; thence N 57-09' 58" W a distance of 33.57' to a point referenced by an iron pin set lying N 69° 57' 04" E 24.04' from said point; thence N 00°09'05" E a distance of 35.02'; thence N 21°54'14" E a distance of 150.88'; thence N 10°31'20" W a distance of 35.36'; thence N 41°51'58" W a distance of 19.69'; thence N 75°41'19" W a distance of 171.78'; thence N 82°09'01" W a distance of 102.29'; thence S 57°26'10" W a distance of 272.38' to a corner point in the center of a creek referenced by an iron pin set lying N 20°47'40" W 30.12', a corner to Doyle Skipworth and Lois Skipworth (Deed Book 298, Page 379); thence with Doyle Skipworth and Lois Skipworth N 20°47'40" W a distance of 934.96' to a 24" Poplar tree, a corner to Robert Wayne Brown and Karon M. Brown (Deed Book 570, Page 459); thence with Robert Wayne Brown and Karen M. Brown for 2 calls: N 17°24'47" W a distance of 91.38' to an iron pin set at a corner post; thence N 78°37'08" E a distance of 512.48' to a 1"x 1" Thar "RLS 639"), a corner to Andrew M. Van Donselaar (Deed Book 590, Page 840); thence with Andrew M. Van Donselaar N 80°14'30" E a distance of 1069.93' to a new corner point to Helen Doss & Rebecca Blake Jarvis (Deed Book 567, Page 928); thence severing the lands of Helen Doss & Rebecca Blake Jarvis (Deed Book 567, Page 928) for the next 6 calls S 21°02'57" E, 503.92' to an iron pin set; thence N 87°50'06" E, 540.94' to an iron pin set; thence N 03°13'38" E, 59.50' to an iron pin set in the center of a gravel drive; thence meandering the centerline of a gravel drive for 3 calls S 89°51'32" E, 21.13'; thence S 82°42'05" E, 22.17'; thence S 75°58'53" E, 47.55' to an iron pin set in the aforementioned right of way; thence meandering said right of way for the remaining calls: S 09°39'18" W, 240.00; thence with a curve turning to the left with an arc length of 458.38', with a radius of 2397.25', with a chord bearing of S 02°40'06" W, with a chord length of 457.68'; thence S 02°48'34" E a distance of 213.20' to an iron pin set; thence with a curve turning to the left with an arc length of 958.90', with a radius of 7267.25', with a chord bearing of S 06°35'22" E, with a chord length of 958.20'; thence S 10°22'10" E a distance of 68.42' to the point of beginning, having an area of 73.00 acres according to this survey performed by Davidson Land Surveying, 270-202-2236, claydavidsonpls@mail.com, William Clay Davidson (PLS No. 4145, issued May 20, 2016). Dated: 10/21/19, Job No. 19-039.

This being the same property conveyed to Rebecca Blake Jarvis by Helen Doss, an unmarried person by Deed dated the 18th day of February, 2014, now of record in Deed Book 567, Page 928, of the Office of the Clerk of Muhlenberg County.

Deed Book 594 at pages 892-896, of record in the office of the Muhlenberg County Clerk.

Parcel 3 contains 73.00 acres

Parcel 3 Tax ID No: 211-00-00-016.002

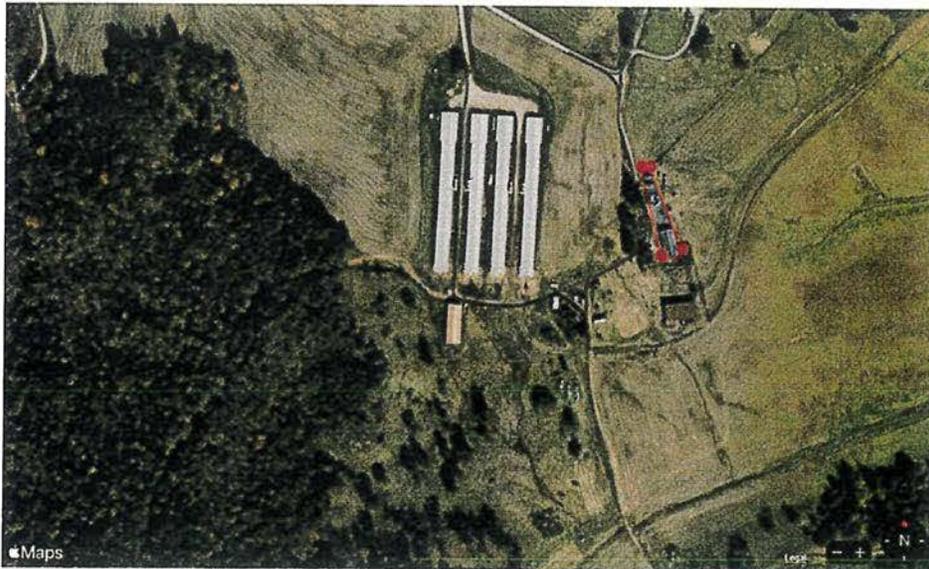
The Premises contains 1,158.70 acres, less the excepted and reserved areas depicted in the graphics below.

Excepted and Reserved Areas



Note: Press and hold the Shift Key then Click to set a marker. To edit a marker, let go of the Shift Key, then drag. Make sure you are saving at least one red point. Saving done via browser local storage, deleting browser cookies/data, etc. will clear your saved measurements. Consider screenshots for permanent storage. This is the free Apple® Maps version. [Help File & App Links](#) or [Contact](#) and [Simple Mobile Web Version \(only works on mobile\)](#) To access the map controls w/o scrolling, minimize the bottom Google Banner Ad from its top left corner. To print, you must use your own screen shot/crop utility (Command + Shift + 4 on Mac, Windows Key + Shift + S on Windows).

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	0.0244 km ²
	262823.4647 ft ²
	29202.6343 yd ²
	0.0094 mi ²
	6.0336 ac



Note: Press and hold the S Click to set a marker. To edit a marker, let go of the Shift Key, then drag. Make sure you are saving at least one red point. Saving done via browser local storage, deleting browser cookies/data, etc. will clear your saved measurements. Consider screenshots for permanent storage. This is the free Apple® Maps version. [Help File & App Links](#) or [Contact](#) and [Simple Mobile Web Version \(only works on mobile\)](#) To access the map controls w/o scrolling, minimize the bottom Google Banner Ad from its top left corner. To print, you must use your own screen shot/crop utility (Command + Shift + 4 on Mac, Windows Key + Shift + S on Windows).

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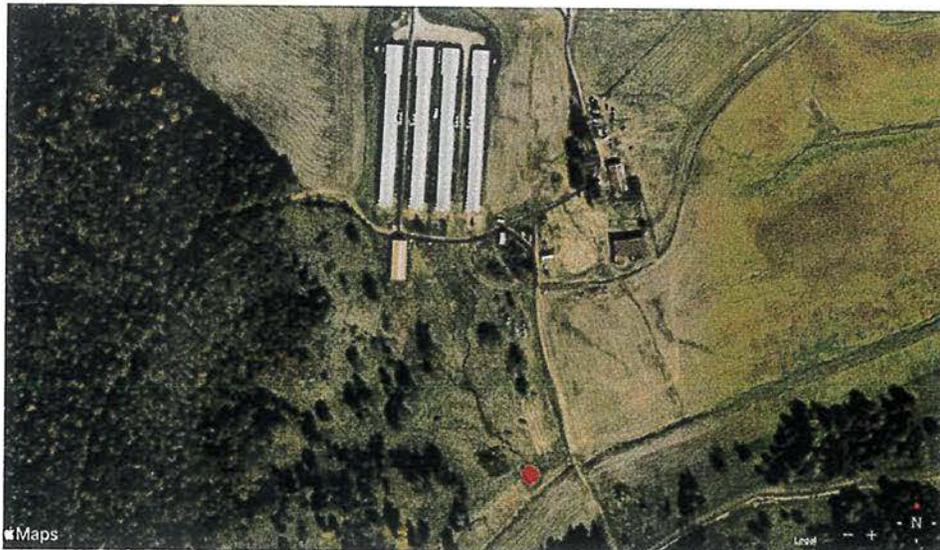


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Distance Area

4382.2293 m²
0.0044 km²
47169.8777 ft²
5241.1024 yd²
0.0017 mi²
1.0829 ac

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Note: Press and hold the
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Distance Area

13.2968 m²
0.0000 km²
143.1252 ft²
15.9028 yd²
0.0000 mi²
0.0033 ac

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SOLAR OPTION AND LAND LEASE

This Solar Option and Land Lease (“**Agreement**”) is made as of this 9 day of Sept, 2022 (“**Effective Date**”) between Lawrence Gardner and wife, Rolande Gardner (collectively referred to herein as “**Lessor**” or as “**Lessors**”), and Green River Renewable Energy, LLC, a Kentucky limited liability company (“**Lessee**”). Lessor and Lessee are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

RECITALS

A. Lessor is the owner of certain real property located in Muhlenberg County in the Commonwealth of Kentucky, more particularly described and/or referenced by deed book and page, or PVA ID No., in the attached Exhibit A, hereafter the (“**Premises**”).

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy facility (“**Project**”).

C. Lessee desires to obtain an option to lease and obtain certain easements on the Premises for the purposes of investigating the suitability of the Project on the Premises and, if such option is exercised, to then lease and obtain certain easements for developing, constructing, and operating the Project.

D. Lessor desires to grant Lessee an option to lease the Premises and, upon Lessee’s election to lease, to grant Lessee the right to lease and obtain certain easements on the Premises on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties included in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. PREMISES

Section 1.1 General

(a) Grant of Option and Lease. Lessor hereby grants to Lessee and Lessee accepts from Lessor an option to lease the Premises for the purposes of testing and evaluating the Premises for solar energy generation feasibility (“**Option**”). Upon Lessee’s exercise of the Option, and its election to lease the Premises in accordance with Section 2.1(b), Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purposes of constructing, installing, operating, maintaining, replacing, relocating and removing from time to time the following facilities, collectively “**Solar Facilities**”:

(i) meteorological and solar measuring equipment, solar panels, inverters, racking, tracking, foundations and concrete pads, support structures, footing, anchors, fences, storage, batteries, other equipment that contains and stores energy, and related fixtures and facilities;

(ii) operations and maintenance buildings, security buildings or structures, staging areas for assembly of equipment, control buildings, laydown areas, parking areas, crane pads, fences, roads and related structures and facilities;

(iii) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed overhead on appurtenant support structures and/or underground (at Lessee's sole discretion), and one or more substations or interconnection or switching facilities from which Lessee may interconnect to a utility or third party transmission system (collectively, "**Transmission Facilities**"); and

(iv) any other improvements, facilities, machinery and equipment that Lessee reasonably determines are necessary, useful or appropriate for solar energy purposes.

(b) Purpose of Agreement. This Agreement is solely and exclusively for solar energy purposes, and throughout the term of the Agreement, Lessee shall have the sole and exclusive rights to use the Premises for solar energy purposes and to convert all of the solar resources of the Premises. For purposes of this Agreement, "solar energy purposes" means: solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting, storing and transmitting the electrical energy converted from solar energy, and any and all other activities related to the preceding.

(c) Option Period Activities. During the Option Period (defined below), Lessor and Lessee may undertake the following activities:

(i) Lessee, its contractors or agents, may enter on to the Premises for the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections and analyses on the Premises as Lessee deems necessary, useful or appropriate.

(ii) Lessor, or its farm tenant ("**Farmer**") may engage in crop farming on portions of the Premises so long as such farming is terminable upon no more than 30 days' notice and does not interfere with Lessee's ability to investigate and inspect the Premises nor interfere with Lessee's ability to exercise its Option. Upon Lessee's exercise of the Option, Lessee will use commercially reasonable efforts to allow Farmer to harvest the crop before the Extended Term commences. If Lessee requires possession of the Premises prior to harvest of the existing crop, Lessee shall reimburse Farmer for the value of the crop lost based on the crop damage calculations set forth in Section 6.2.

(d) Easements. In addition to and in connection with the leasehold interest granted in accordance with Section 1.1(a), upon Lessee's exercise of the Option to lease the Premises, Lessor hereby grants and conveys to Lessee and its successors and assigns the following easements on, above, over, under, through and across the Premises:

(i) an exclusive easement to the free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises prohibiting any obstruction to the open and unobstructed access to the sun (together with the preceding sentence, the "**Solar Easement**") throughout the entire Premises

to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any Solar Facility is or may be located at any time from time to time (each such point referred to as a "Site") and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises. Lessor may not place, plant or retain any trees, structures or improvements on the Premises which may, in Lessee's sole judgment, impede or interfere with the collection and conversion of solar energy, unless Lessor has received prior written approval from Lessee for any such trees, structure or improvement. Lessor may submit a letter of request to Lessee, and approval or denial of such request shall be in Lessee's sole discretion.

(ii) an easement for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(iii) If Lessee wishes to obtain from Lessor one or more easements on, over, across, along and/or above any real property owned by Lessor and adjacent to the Premises but not included in the Premises or the Project (each, an "Additional Easement") in connection with, for the benefit of, and for purposes incidental to the Project, including for (i) ingress and egress to the Premises, (ii) installation and maintenance of above-ground or overhead transmission or communication lines and facilities, or (iii) installation and maintenance of other structures or facilities related to the Project, then upon request Lessor shall grant to Lessee such easement in such location or locations as Lessee may reasonably request and the area covered by such Additional Easement shall become part of the Premises and the Project, and Lessee shall have the right to amend any memorandum of this Agreement to reflect such addition and Lessor shall execute such amendment promptly after requested by Lessee.

(e) Lessor Activities. Lessor retains all rights to use that portion of the Premises not occupied by Solar Facilities to the extent such use does not interfere with the Solar Facilities or Lessee's activities on the Premises. Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises.

ARTICLE II. LEASE TERM

Section 2.1 Option Period; Extended Term; Renewal Term

(a) Option Period. The "Option Period" commences on the Effective Date and expires on the fifth annual anniversary of the Effective Date.

(b) Extended Term. The Agreement shall automatically be extended for the Extended Term, as defined below, on the date specified in a written notice received by Lessor from Lessee of Lessee's exercise of the Option to lease the Premises for the Extended Term ("**Option Notice**"), which date shall be at least 30 calendar days after the date the Option Notice was sent and must be within the Option Period ("**Extended Term Date**"). Lessee may exercise the Option for all or a portion of the Premises, and shall include such information in the Option Notice. If Lessee elects to exercise the Option for less than the entire Premises, the legal description of that portion of the Premises to be leased will replace the legal description set forth or referenced on Exhibit A of this Agreement without the need for an amendment, if allowable by state law and county requirements, and Lessee shall record a notice of the Extended Term Date and the legal description of that portion of the Premises that Lessee has elected to lease in the public records of the county in which the Premises is located. The Extended Term of the Agreement is 30 years from the Extended Term Date unless sooner terminated in accordance with the terms of the Agreement ("**Extended Term**").

(c) Renewal Term. Lessee shall have the right, at its option, to extend the Extended Term for four additional periods of five years (each, a "**Renewal Term**"). To exercise its option to renew the term of this Agreement for a Renewal Term, Lessee must deliver a written extension notice to Lessor prior to the expiration of the Extended Term or the applicable Renewal Term, as the case may be, *provided, however*, that if Lessee fails to give notice of the exercise of any option to extend, such option shall not lapse unless Lessor gives Lessee written notice requesting that Lessee either exercise or forfeit such option and Lessee, in writing, forfeits such option. The terms of the Agreement during each Renewal Term shall be the same terms and conditions applicable during the Extended Term, except as specifically provided herein. Lessee shall have no right to extend the term of this Agreement beyond the last Renewal Term provided for in this Section 2.1(c) absent further mutual agreement.

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Agreement:

- (a) The expiration of this Agreement as set forth in Section 2.1; or
- (b) The written agreement of the Parties to terminate this Agreement; or
- (c) An uncured event of default by Lessee and the election of Lessor to terminate this Agreement pursuant to and in accordance with Article IX; or
- (d) Lessee's execution and delivery of written notice of termination to Lessor, in Lessee's sole and absolute discretion and, if applicable, the decommissioning and removal of the Solar Facilities in accordance with Section 4.3; or
- (e) Lessee's failure to deliver the Option Notice prior to the expiration of the Option Period.

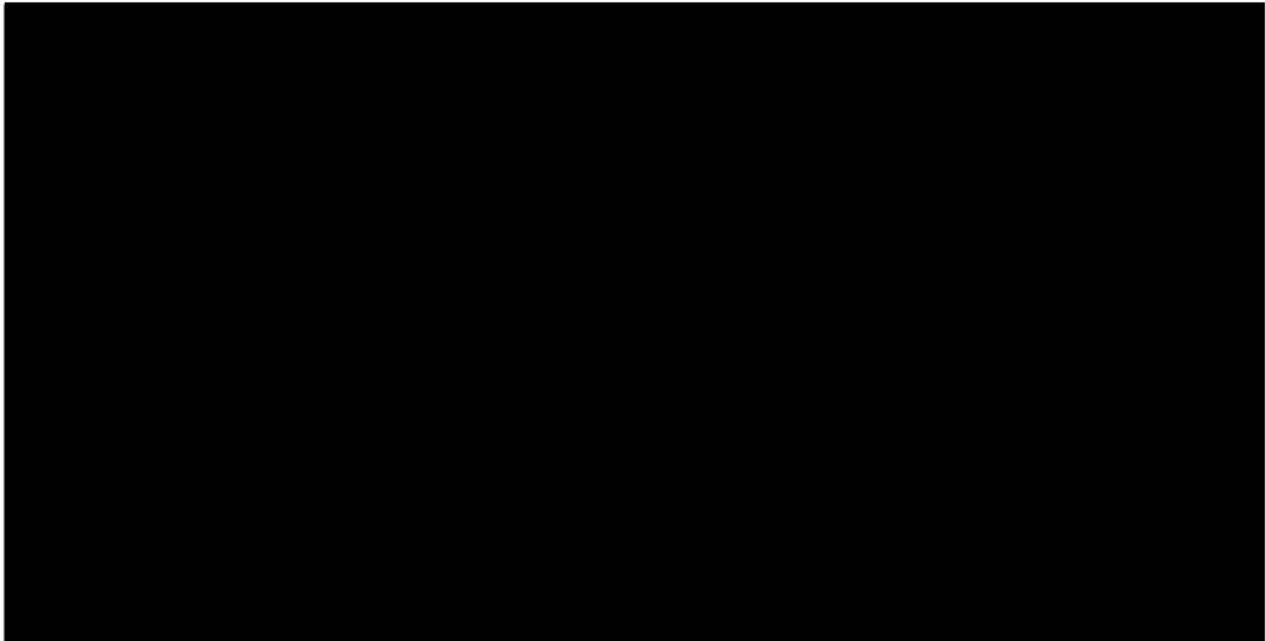
Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement, including the easements described in Section 1.1, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and

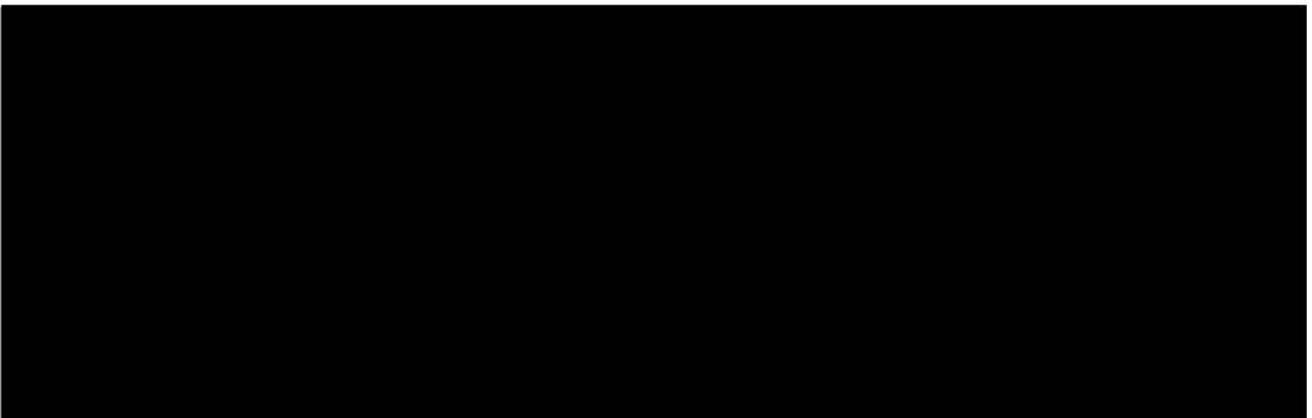
use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. PAYMENTS AND TAXES

Section 3.1 Option Period Rent

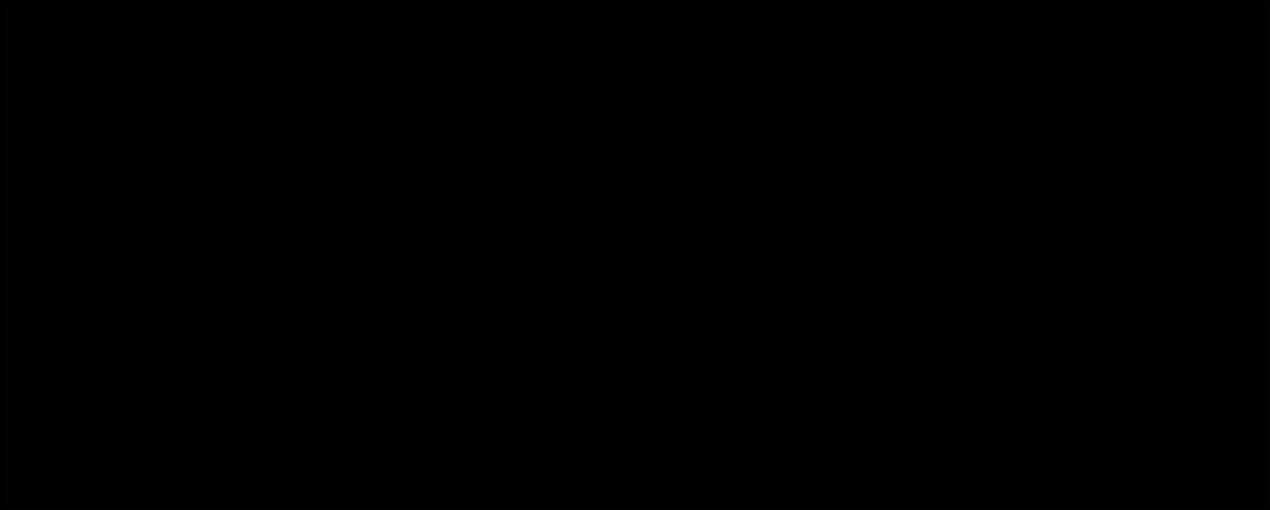


Section 3.2 Annual Rent



Section 3.3 Taxes, Assessments and Utilities





(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Lessee on the Premises.

ARTICLE IV. LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens

Lessee shall keep the Premises free and clear of all mechanics' liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien, whether filed against Lessor's interest in the Premises or Lessee's leasehold interest, but shall post a bond or use other available means to remove any lien that is created during the contested proceeding before such lien is foreclosed. If Lessee decides not to contest such lien, Lessee agrees to otherwise remove such mechanic's lien that is caused by Lessee's use of the Premises within 60 calendar days of receiving notice of such lien, and in any event prior to the enforcement thereof, in accordance with Ky. Rev. Stat. §§ 376.010, et seq.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities pursuant to this Agreement and shall obtain all permits, licenses and orders required to conduct any and all such activities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any law, ordinance, statute, order, regulation or the like now or hereafter made or issued

by any federal, state, county, local or other governmental agency or entity. Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation.

Section 4.3 Lessee's Improvements and Remediation

(a) All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor shall have no ownership or other interest in any Solar Facilities on the Premises. The Solar Facilities are and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Solar Facilities and the Premises. Throughout the term, Lessee shall, at its sole cost and expense, maintain Lessee's Solar Facilities in good condition and repair, ordinary wear and tear excepted. All Solar Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Agreement may be moved, replaced, repaired or refurbished by Lessee at any time.

(b) Upon the expiration or termination of this Agreement, Lessee shall remove the Solar Facilities, including all concrete mountings and foundations, if any, to a depth of three feet below surface grade, within 12 months from the date the Agreement expires or terminates and restore the Premises to as close to pre-construction conditions as reasonably practical.

(c) To the extent commercially reasonable and in accordance with all applicable laws, Lessee shall bury underground electrical cables and collector lines.

Section 4.4 Hazardous Materials

Lessee shall not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessee's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessor and is in full compliance with all applicable laws. Lessee shall consult with Lessor and provide copies of any notices, claims or other correspondence from any governmental authority regarding hazardous waste issues affecting the Premises.

Section 4.5 Insurance

Lessee shall obtain and maintain in force policies of insurance covering the Solar Facilities and Lessee's activities on the Premises at all times during the term, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of one million dollars, for the period prior to the Extended Term Date, and two million dollars, for the period commencing on the Extended Term Date and during the Extended Term and any Renewal Term. Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other solar facilities or properties as well. A combination of primary and umbrella/excess policies may be used to satisfy limit requirements.

ARTICLE V. LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Agreement, Lessor is the sole owner of the Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the Option, leasehold interest, easements and other rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Other than as disclosed to Lessee prior to execution of this Agreement, and other than those encumbrances that are reasonably likely to be revealed on a commitment for title insurance, there are no encumbrances, liens or other title defects against the Premises. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Agreement, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm leases or other tenancies affecting the Premises except those disclosed by Lessee to Lessor in writing prior to or at the time of execution of this Agreement.

Section 5.2 Quiet Enjoyment; Exclusivity; Certain Permitted Activities of Lessor

(a) Quiet Enjoyment. As long as Lessee is not in default under this Agreement, Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with solar energy above, on, and over the Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities. Solar Facilities located on the Premises from time to time may be operated in conjunction with Solar Facilities operated on other nearby properties that are part of the same Project, as determined by Lessee. In no event during the term of this Agreement shall Lessor construct, build or locate or allow others to construct, build or locate any solar energy conversion system, or similar project on the Premises.

(b) Hunting. During the Extended Term and any Renewal Term, Lessor shall not hunt on the Premises, nor shall Lessor permit any other person or invitee to hunt on the Premises.

Section 5.3 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", to "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition

on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

Section 5.4 Cooperation; Further Assurances

Lessor shall cooperate with Lessee and use Lessor's best efforts to obtain such non-disturbance and subordination agreements as may be requested by Lessee from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises, to the extent necessary to eliminate any actual or potential interference by the holder with any rights granted to Lessee under this Agreement. Lessor shall also support and cooperate with, and shall not directly or indirectly impair, oppose or obstruct, the efforts of Lessee to obtain and maintain any permits and third party easements and other land rights needed for the Solar Facilities and the Project. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Premises are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Premises or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders or investors. Lessee shall reimburse Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation.

Section 5.5 Estoppel Certificates

Within 15 days of receipt of a request from Lessee or from any existing or proposed Lender (defined below), Lessor shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement), (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Agreement (or, if any uncured events of default exist, stating with particularity the nature of such events of default), and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee and any existing or proposed Lender, investor, title company and purchaser. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

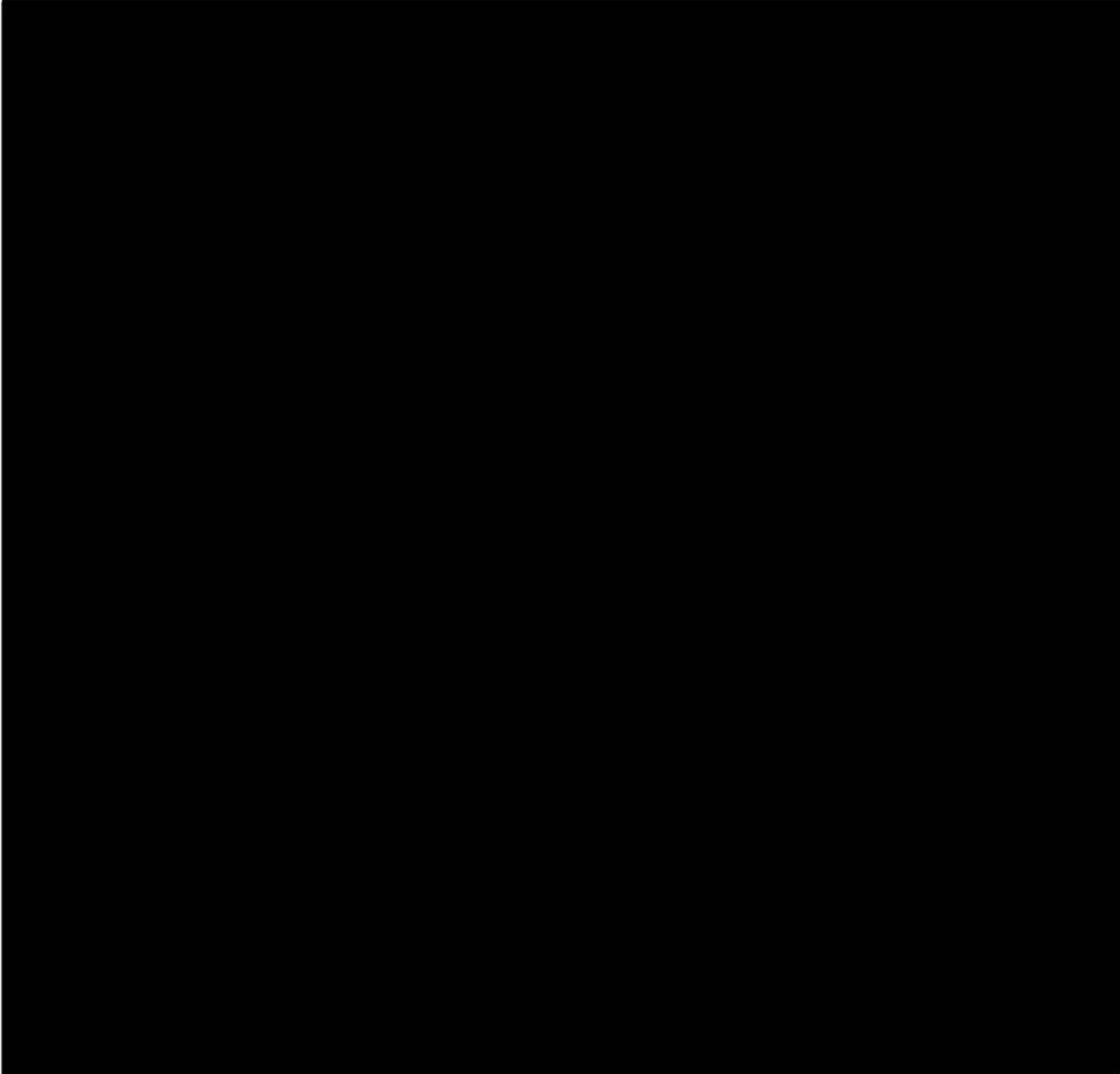
ARTICLE VI. INDEMNIFICATION

Section 6.1 Indemnification

Each Party (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other Party and the other Party's officers, directors, employees, representatives, mortgagees and agents (collectively, the "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises (including, as to Lessor, any operations or activities conducted on the Premises by any person or entity other than Lessee prior to the Effective

Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. Reference to physical damage to property in the preceding sentence does not include losses of rent, business opportunities, profits and similar damage and in no event will it include consequential, indirect, punitive or similar damages. This indemnification shall survive the expiration or termination of this Agreement.

Section 6.2 Crop Damage



ARTICLE VII. ASSIGNMENT; ENCUMBRANCE OF LEASE

Section 7.1 Right to Encumber

(a) Lessee may at any time mortgage, hypothecate, grant or pledge all or any part of its interest in the Agreement and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Agreement or rights under this Agreement to any person or entity ("Lender") as security for the repayment of any indebtedness or the performance of any obligation ("Mortgage") without the consent of Lessor. Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's Mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent and cure a default under this Agreement and prevent any forfeiture of and restore any of Lessee's rights under this Agreement as if done by Lessee itself.

(c) During the time all or any part of Lessee's interests in the Agreement are Mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default, *provided, however*, that Lessor shall only be required to give notice to Lender if Lessee has given Lessor contact and notice information for the Lender. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least 30 days to cure the default to prevent termination of this Agreement. If within such 30 day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(d) The acquisition of all or any part of Lessee's interests in the Agreement by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(e) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within 60 days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall

be for a term equal to the remainder of the term of the Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Agreement, or any right or interest in this Agreement, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Agreement to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 7.3 Continuing Nature of Obligations

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easements. The easements and other rights granted by Lessor in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement granted in this Agreement and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) The burdens of the option, lease, and easements and all other rights granted to Lessee in this Agreement shall run with and against the land as to the Premises, shall be a charge and burden on the Premises, and shall be binding upon and enforceable against Lessor and all heirs, legal representatives, successors, assigns, permittees, licensees, lessees, employees and agents of Lessor. This Agreement and the option, lease and easements granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. CONDEMNATION/FORCE MAJEURE

Section 8.1 Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, the Parties shall either amend this Agreement to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Agreement to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither Party shall have any further obligations. If Lessee does not elect to amend or terminate the Agreement as set forth herein, the payments hereunder shall continue to be made up to the date of such condemnation.

Section 8.2 Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Agreement. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that, such Party has promptly notified the other Party of such event, and uses commercially reasonable efforts to remedy such event.

ARTICLE IX. DEFAULT/TERMINATION

Section 9.1 Events of Default

Each of the following shall constitute an event of default that shall permit the nondefaulting Party to terminate this Agreement or pursue other remedies available at law or equity.

(a) any failure by Lessee to pay any amounts due under Article III if the failure to pay continues for 60 calendar days after written notice from Lessor; or

(b) any other material breach of this Agreement by either Party which continues for 60 days after receipt of written notice of default from the nondefaulting Party or, if the cure will take longer than 60 days, the length of time reasonably necessary to cure as long as the defaulting Party is making diligent efforts to cure during that time.

Section 9.2 Surrender

Upon the termination or expiration of this Agreement, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense except as

otherwise agreed upon by Lessor and Lessee in writing. Lessee shall have 12 months from the date the Agreement expires or is terminated to remove the Solar Facilities. For the period between the date of termination or expiration and the date upon which Lessee completes removal of the Solar Facilities as required under Section 4.3 of this Agreement, Lessee shall pay to Lessor on a monthly basis an amount equal to the Annual Rent divided by 12, prorated as applicable for any partial month.

Section 9.3 Specific Performance

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Agreement. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee. Nothing in this Section shall be construed as limiting Lessor's right to pursue remedies available at law or equity.

ARTICLE X. MISCELLANEOUS

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of personal delivery, after five days of the date deposited in the mail sent to the physical address noted below, by certified mail or similar service, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party.

Any notice shall be addressed to those physical addresses below (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph):

If to Lessor:

Lawrence Gardner and wife, Rolande Gardner


If to Lessee:

Green River Renewable Energy
211 Tammie Lane
Greenville, KY 42345

Section 10.2 No Third Party Beneficiaries

Except for the rights of Lenders set forth above, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 10.4 Legal Matters

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. Notwithstanding anything to the contrary in this Agreement, neither Party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties. Neither Lessor nor Lessee shall make any oral or written statement about the other Party which is intended or reasonably likely to disparage the other Party, degrade the other Party's reputation in the community, or interfere with its business relationships or reputation.

Section 10.6 Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 10.7 Relationship of Parties

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership

obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 10.8 Confidentiality

Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any assignee or transferee of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee, any assignee or transferee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Lessor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee, any assignee or transferee. Notwithstanding the foregoing, Lessor may disclose such information to Lessor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this Agreement; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee and any assignee or transferee of Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to any requests from the news media regarding the Project or the Agreement. The provisions of this Section 10.8 shall survive the termination or expiration of this Agreement.

Section 10.9 Counterparts

This Agreement may be executed in two or more counterparts and by different Parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 10.10 Memorandum of Lease

Lessor and Lessee shall execute, in recordable form, and Lessee shall then record, a memorandum of this Agreement ("**Memorandum**"). During the Option Period, Extended Term and any Renewal Term, Lessee shall have the right, from time to time, to file an amendment to the Memorandum revising the legal description of the Premises with the legal description provided by Lessee's surveyor, as may be modified from time to time by subsequent surveyors, *provided, however*, such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Lessor hereby grants Lessee the right to execute such amendment to the Memorandum without obtaining the prior consent of Lessor and without requiring Lessor's signature, if allowable under state law and county recording requirements. Lessee shall provide a copy of each such amendment to Lessor within 60 days after the amendment has been filed in the public records of the county where the Premises is located and the legal description provided shall replace the legal description on the attached Exhibit A. Lessor hereby consents to the recordation

of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 10.11 Multiple Owners

The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Agreement or any other agreement regarding any amount paid or payable to Lessor under this Agreement or the performance of any obligation owed to Lessor under this Agreement and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Agreement in any way; provided, this will not limit the rights of Lessor under this Agreement to enforce the obligations of Lessee under this Agreement and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

Section 10.12 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

Section 10.13 State Specific Provisions

Reserved.

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IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSOR:



Lawrence Gardner



Rolande Gardner

Dated: 9-9-22

IN WITNESS WHEREOF, the undersigned have caused this Solar Option and Land Lease to be executed as of the Effective Date.

LESSEE:

Green River Renewable Energy, LLC

By: Ryan Driskill
Name: Ryan Driskill
Title: authorized member
Dated: 9-9-22